FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**HAV/00HB/LSC/2025/0707**
Property	**:**	**15 Linden Road, Bristol, BS6 7RJ**
Applicant	**:**	**Leon Coles**
Representative	**:**	**In person**
Respondent	**:**	**15 Linden Road (Management) Company Limited**
Representative	**:**	**Mr Stanniland (Director)**
Type of Application	**:**	**s.27A LTA 1985**
Tribunal Members	**:**	**Judge Dovar** **Mr Ayres FRICS** **Mr Jenkinson**
Date and venue of Hearing	**:**	**9th December 2025, Bristol**
Date of Decision	**:**	**23rd January 2026**

DECISION

---

1. This is an application by a leaseholder for the determination of liability to pay various service charges stretching back to 2019. On the morning of the hearing the scope of the dispute narrowed significantly given that some of the challenges had already been the subject of a Tribunal determination in September 2023 (CHI/00HB/LSC/2023/0013) and in respect of other challenges, the Applicant dropped his objections.

2. As a result of that, the only matters in dispute were in relation to roof works and Japanese Knotweed. All other sums were accepted as being payable, save where the previous Tribunal had specifically determined otherwise.

3. The Property is a three storey town house converted into three self contained flats. Each flat is let on a long lease, the Applicant is the leaseholder of the first floor flat. Each long leaseholder is also a member of the Respondent company which owns the freehold. The Respondent is therefore the lessor under each lease and manages the Property under the terms of the same. Each lessee contributes 1/3rd of the total cost of works to the service charge.

Roof Works (yr end 2025: £73,369.56 Inclusive of VAT plus surveyor £7,336.96)

4. Mr Coles application to this Tribunal said this about the cost of the roof works

"Roof Contribution £15,000 – above the maximum agreed of £13,333 for a new roof rather than repairs. Significantly above the figure had this been completed back in 2018 when I requested."

And

"Examining why original roof repair quotes were for a full replacement of tiles, yet the decision was taken to opt to use the existing and further second hand tiles. Losing any guarantee for the tiles as a result.

Clarifying why roof repairs were carried out when I had made clear that I was willing to contribute a maximum of £40,000 toward a new roof or my father's offer to complete the necessary work … Why both a surveyor and a NFRC association was required where one or the other would have been sufficient for a new roof. Meaning the cost escalated because of the management company decision against my view."

5. As a result, he clarifies that his challenges are that:

    a. the cost was '*overpriced for roof repairs using the existing tiles and no guarantee being provided*.'; and

    b. concerns had been raised about the roof in 2018 and had they been undertaken then, the cost would have been lower; i.e. '*An example quote in 2021 for full Welsh slate roof replacement was provided at £28,000 plus VAT*'

6. A copy of that quote to Mr Coles from Prestige Construction and Roofing was provided, in addition he provided a quote from Avoncraft Roofing Services, for £31,182, dated 25th January 2020, and from the Roof Group for £46,552, dated 18th June 2024.

7. The Respondent accepted the roof works had taken time and should have been completed earlier. They had been the subject of comment in the previous proceedings before the Tribunal and had caused problems with insurance.

8. An initial canvassing of contractors produced cheaper quotes, but there was no surveyor involvement at that time. There was then a directors' meeting on 11th November 2023 at which those quotes were discussed. Mr Coles was represented by his father at that meeting. The unverified minutes indicated that the Applicant agreed the level of quotes at around £50,000, queried whether surveyors Easton Bevins should be brought in to manage the works, and certainly wanted a third party to manage the work '*which would keep the costs down overall*'.

9. That was followed up in an email from Mr Stanniland of 28th November 2023, where he said

> *"Further to the AGM and particularly Dean's firm views representing Leon …that we should use Easton Bevins to oversee the roofing work, I have contact them."*

10. The Respondent explained that as a result of Easton Bevins involvement the costs went up. Not only because they added their costs, but because

contractors were said to be more wary of contracting on a project monitored by a surveyor; presumably as there was an additional burden on them having their work scrutinised more closely by a professional.

11. Easton Bevins prepared a schedule of works for roof refurbishment and associated building works (including repairs to structural timbers, installation of a breather membrane and masonry works to chimney stacks and parapet walls) in April 2024. They then provided a tender report in May 2024, which identified the three contractors who had been asked to provide a quote. Young Roofing Limited were the lowest at £61,141.30 and were the preferred bid.

12. At this point, the Applicant's father emailed '*…I have never suggested that Easton Bevin should be instructed to manage the roof, my position remains so, I was in favour of Easton Bevin being appointed by the FTT to manage the property … I agreed with Mr Easton's suggestion, that the roof should be supervised professionally and put out to tender…*' His issue with Easton Bevin appears to be that they were also involved as experts in the disputes between the parties.

13. On 18th June 2024, the Applicant obtained a quote for works from The Roof Group (as mentioned above). These were not the same works as Easton Bevin had specified. Further, the Applicant accepted that he had not provided this quote to the Respondent, but had understood that the contractor had been in direct contact. The Respondent said the only contact they had had with the Roof Group was prior to the Easton Bevin's involvement and they were unaware of whether the contractor

had liaised with the surveyor over the specification; certainly Easton Bevin had not sent the specification out to them to tender and the quote was not in line with the Easton Bevin's specification. Had Easton Bevin been liaising with the Roof Group we would have expected their quote to have aligned with the specification at the very least, and also that they would have tendered for the works. The impression left with the Tribunal was that the Roof Group had not been in contact at this time with either Easton Bevin or the Respondent.

14. The works were carried out and demands made from each of the leaseholders, including the Applicant.

Section 19

15. The challenge to the roof works encompasses two issues: firstly should the cost be capped under s.19 of the Landlord and Tenant Act 1985; secondly, is there any claim for historic neglect which would reduce or extinguish any sum otherwise owed for the works.

16. The Applicant challenges the cost and scope of the works; less was achieved for more. In summary, rather than a replacement of the roof, it was patch repaired – and at a greater cost. This is a challenge that in light of lower quotes for more work, it was not reasonable to incur these costs (s.19(1)).

17. We do not consider that this challenge can succeed for the following reasons.

18. Firstly, the scope of works undertaken was different. It was not just roof works, but also included masonry and parapet works and repair to timbers. It is therefore not possible to compare like for like with the quotes that the Applicant has provided. Whilst we acknowledge that this was not a full replacement, it remained a significant repair of the roof.

19. Secondly, we were persuaded by the Respondent's explanation as to why the cost increased from a sum initially acceptable to the Applicant, to a greater sum. Indeed the Applicant was the instigator of that increase by demanding that the works were overseen by a third party. In the Tribunal's view this was likely to increase the overall costs. Not just the additional surveying fee, but also the fact that a quote set against a detailed tender may well drive up the cost. There is also the real possibility that the additional scrutiny of a surveyor over works, would cause the contractor to increase their fee.

20. Further, the involvement of a surveyor had the advantage of having the works monitored, and also helped to identify the proper scope of the works. To that end the Tribunal is satisfied that the works carried out were the correct works to carry out.

21. The final criticism of the Applicant is that there was no need to use both a surveyor and a firm which was roofing accredited. However, we considered that it was well within the Respondent's discretion to engage an accredited contractor. This approach was also supported by the fact that at that time, the property insurers had made it a stipulation of continued cover that the contractor was accredited.

Historic Neglect

22. To establish a claim in historic neglect, the Applicant has to show that not only was the Respondent in breach of its repairing obligations, but that as a result he has suffered a loss.

23. In this case, the Applicant has quotes for work to be carried out as far back as 2020. They are lower.

24. Whilst the Respondent accepts that it failed to carry out the works timeously and was therefore in breach of its repairing obligations, we are not satisfied that any loss has arisen. We repeat the points made above about the quotes not being like for like. The actual works carried out were to some extent more extensive. It is therefore not possible to draw from the evidence what, if any, increase has arisen because of any delay. Certainly we were provided with no evidence of significant further deterioration which became necessary to remedy because of neglect.

25. Whilst we acknowledge that over time there may have been some inflationary increase, we were given no information as to the scale of the same. We also take into account that for the period when no work was carried out, the Applicant was not asked to part with his money.

Conclusion on roof works

26. Accordingly the cost of the roof work is allowed in full and the Applicant is liable to pay his 1/3rd share.

Knotweed (yr end 2023: part of £4,280 (£750))

27. Of the sums claimed in 2023 on account, £750 was to deal with the presence of Japanese Knotweed. The Applicant says that this was not spent and that in fact he attended the issue at his own costs. He therefore considers this sum should be deducted from the service charge.

28. The Respondent accepts that it was not spent, it was a contingency sum. They point out clause 3.2 of the lease which permits them to charge for anticipated future costs.

29. That clause provides as follows

> *"3.2. To pay to the Lessor as further and additional rent a sum equal to one-third of the Service Charge … and so that the Lessor shall have power at their discretion to require the cost of any non-recurring items to be spread over more than one year and so that the Lessee shall not be entitled to object to or refuse to pay any instalment of the Service Charge on the ground that any part thereof is attributable to any past or future expenditure and not to actual expenses of the then current year"*

30. Further, clause 4.1.2 provides for the Respondent to keep an account of income and outgoings and to provide a copy of the balance sheet to the Applicant for each year on demand. The lease terms do not appear to provide for any surplus or deficit charge to be made, nor does it expressly deal with any payment on account of anticipated costs, other than as set out above. The previous Tribunal decision dealt in part with the service charge mechanism at paragraphs 35 onwards..

31. This Tribunal considers that clause 3.2 does permit payment in advance for non-annually recurring items such as the treatment of Japanese Knotweed. Accordingly, it was a valid charge and remains payable.

32. Notwithstanding that, the Respondent offered to waive the Applicant's 1/3rd share of the cost if he provided a receipt of payment for the work he said he had carried out.

Conclusion and s.20C/Para 5A and Application Fee

33. The sums challenged are payable in full.

34. The Tribunal dismisses the applications under s.20C of the Landlord and Tenant Act 1985 and paragraph 5A of schedule 10 to the Commonhold and Leasehold Reform Act 2002. Not only has the Applicant failed in its challenges, but he abandoned most just before the hearing. Likewise no order is made for the reimbursement of the Applicant's fees.

Appeals

A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rpsouthern@justice.gov.uk .

The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.