FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	HAV/29UL/LSC/2025/0646
Property	**:**	Flat 6 Aspect 69A Seabrook Road CT21 5QW
Applicant	**:**	Mr David Waldman & Mrs Sharon Waldman
Representative	**:**	n/a
Respondent	**:**	Aspect Management (Seabrook) Limited
Representative	**:**	Mrs Melita Godden of Egan Property Management, Managing Agent
Type of Application	**:**	Determination of liability to pay and reasonableness of service charges Section 27A Landlord and Tenant Act 1985
Tribunal Member	**:**	Judge D Gethin Mr D Cotterell FRICS Miss T Wong
Date and venue	**:**	20 October 2025, Video Hearing
Date of Decision	**:**	3 February 2026

DECISION

Decisions of the Tribunal

(1) The Tribunal determines that the following sums are payable:

a. ***Stair Glass Replacement – £1,374.51 of which the Applicants' contribution is £148.45***
b. ***Professionals' Fees: First Consultation – £8,157.01 of which the Applicants' contribution is £823.04 once a valid demand for payment has been served***
c. ***Qualifying Works: Troughs – £27,000.00 of which the Applicants' contribution is £2,724.30 once a valid demand for payment has been served***
d. ***Electrical Works during the period 1 January 2024 to 31 December 2024 – £3,291.24 of which the Applicants' contribution is £332.09***

(2) The Tribunal refuses the application to make an order under section 20C of the Landlord and Tenant Act 1985.

(3) The Tribunal makes an order under paragraph 5A, Schedule 11 to the Commonhold and Leasehold Reform Act 2002 so that none of the Respondent's costs of the Tribunal proceedings may be passed to the Applicants as an administration charge.

(4) The Tribunal refuses the application for an order under rule 13(2) in respect of reimbursement of the Tribunal fees paid by the Applicants.

(5) The Tribunal refuses the application for an order under rule 13(1) in respect of payment of the Applicants' costs of the proceedings.

The Application

1. The Applicants have made an application dated 19 March 2025 for determination of liability to pay and reasonableness of service charges originally stated as being for the year 1 January 2024 to 31 December 2024 ("2024) and 1 January 2025 to the present date ("2025") [A013-A017]. The Applicants further seeks orders pursuant to Section 20C of the Landlord and Tenant Act 1985 ("LTA 1985") and paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002 ("CLRA 2002").

2. The Applicants referred to disputed items from 01/01 24 to present, namely:

(i) Accounting errors £2,800.00
(ii) Fraudulent payments £2,666.00

(iii) Section 20 charges £8,379.00
(iv) Highly inflated invoices £5,000.00
(v) Invoices for unnecessary work £2,000.00

and stated "*I need to see all invoices and associated paperwork under section 22 Landlord & Tenant Act 1985, to see how many other discrepancies.*"

3. A hearing took place on 10 October 2025 to determine the application. Each party provided their own electronic bundle. The fact that the parties could not, as directed at paragraph 30 of the Directions dated 23 May 2025, agree the contents of a single hearing bundle gives an insight into the state of the parties' relationship.

4. Reference to pages from the Applicants' bundle of 434 pages produced on 1 October 2025 will be referred to as [A001 etc] and reference to pages from the Respondent's bundle of 291 pages produced on 17 September 2025 will be referred to as [R001 etc]. The index and pagination of the Respondent's bundle was flawed, and so we have chosen to use the electronic page number of the pdf document.

5. The Tribunal was addressed by the Applicants and by Ms Godden of Egan Property Management ("EPM"), Managing Agent on behalf of the Respondent. Mr Yildray Osman, Director of the Respondent, attended as a witness on behalf of the Respondent and Mr Kingdon, another Director of the Respondent, also gave limited evidence.

6. The relevant years under consideration are 2024 and 2025.

The Background

7. The Property is situated within a 4-storey building built in or around 2020 by the developer, Silver Homes, comprising 9 flats ("the Building"). Garages are located below the living accommodation. Neither party requested an inspection, and the Tribunal did not consider that one was necessary to resolve the matters in dispute. Silver Homes appointed Smith Woolley as the original managing agent. In November 2022, the freehold of the Building was transferred from Silver Homes to the Respondent. The Respondent appointed Alexander Fleming as managing agent in January 2023, before appointing EPM in June 2024.

8. The Property is subject to a long lease dated 30 July 2021 for a term of 125 years from and including 1 January 2019, although only an unsigned and undated copy of the lease was provided [A384-A427]. An official copy of register of title dated 9 February 2024 was supplied to the tribunal as late

evidence by the Applicants on 17 October 2025, and we admitted that as late evidence as it is relevant to the issues in dispute.

9. The Applicants acquired the Property from their son, Lee Waldman, on 9 February 2024 according to the title. There is a Deed of Assignment dated 3 February 2024 [A244-A245] together with evidence that before this date the parties were engaged in legal correspondence regarding the ownership of the Property, but that is not a matter which the Tribunal has jurisdiction to consider and the parties are content that the Applicants have standing to bring the present application.

10. The Applicants are members of the Respondent, a resident management company ("RMC"), but have not taken up the opportunity to become directors of the RMC alongside the other residents.

11. The service charge accounting period runs from 1 January to 31 December.

12. Since June 2024, management of the Property has been undertaken by Ms Godden of EPM as the managing agent for the Respondent. Previously, the managing agent was Alexander Fleming but nothing turns on that.

13. From the Applicants' application dated 19 March 2025 [A003-A017] the amounts in dispute since 1 January 2024 for which the Tribunal has jurisdiction to consider are as follows:

Accounting errors
£2,800.00

Fraudulent payments concerning insurance claim for another flat
£2,666.00 (withdrawn by the time of the hearing)

Section 20 charges – flower planters
£8,379.00 (during the hearing it became apparent that this referred to surveyors' fees incurred as part of the First Consultation)

Qualifying works
£27,000.00 (during the hearing it became apparent that this referred to costs demanded on account following the Second Consultation)

Highly inflated invoices
£4,587.43 for stair glass replacement

Invoices for unnecessary work
£6,000.00 in respect of electrical work

Buildings insurance
£4,863.58 (withdrawn by the time of the hearing)

14. The Applicants, whether in their original application, or by way of various case management applications made subsequently which have already been considered and disposed of, have also made a number of requests for determinations which the Tribunal either does not have authority to consider or has declined to extend the grounds beyond the original application for a determination of the Applicants' liability to pay under LTA 1985, ss. 19 and 27A.

15. These include determinations in respect of the following:

    (i) that the Respondent has breached its statutory duty under LTA, s.22 for which we have no jurisdiction to offer a remedy other than to have regard for that when considering whether the Respondent can evidence that costs have been incurred [A014];
    (ii) that the Respondent has breached the terms of the lease by not having regard for the Applicants' own purported section 20 consultation [para. 5, A015] although we can have regard for whether this purported consultation is an observation to the statutory consultation that the Respondent must have regard for;
    (iii) that a fraudulent payment was made by the Respondent in respect of work undertaken to Flat 7, although this allegation was withdrawn by the date of the hearing [para. 6, A015];
    (iv) a request for further directions for further disclosure by the Respondent [A025-A026, A046-A52];
    (v) a prohibition on works to the flower planters, in effect an injunction which the Tribunal does not have the power to make [A040 & A042, A058-A060];
    (vi) order for payment of the Applicants' costs incurred in instructing solicitors by way of a Wasted Costs order a request for a Repairing Standard Enforcement Order [A072-A073] which is a remedy under the Repairing Standard (Housing (Scotland) Act 2006 and does not apply to England;
    (vii) a request for a remediation order under section 123 of the Building Safety Act 2022 ("BSA 2022") [A073] which we cannot consider as the Building does not meet the requirements of a "relevant building" under BSA 2022, s.117.

16. In their skeleton argument [A075-A-079], the Applicants also sought to make applications for the removal of three of the Respondent's directors and to appoint a manager. Removal of directors is a matter that falls under the

Companies Act 2006 which the Tribunal does not have jurisdiction to consider.

17. We declined to consider the application for appointment of a manager. The Applicants had not sought to amend the grounds of their appeal, such that it would not be fair and just to expect the Respondent to address the application at such late notice. The Applicant had not proposed a manager for the Tribunal to consider. We also had regard for the fact that all leaseholders must be members of the Respondent and all, with the exception of the Applicants, are directors and it appears only the Applicants object to the Respondent's management of the Building. Unless there is clear evidence of fault, it is unlikely that such an application would succeed in any event. It would therefore not be in keeping with the overriding objective to extend the grounds of appeal.

18. It is clear that the relationship between the Applicants and the Respondent as well as with the managing agent, Mrs Godden, has broken down. The parties could not agree a single bundle as directed, and contained in each parties bundles were documents detailing a number of allegations which have been made by each party regarding the conduct of the other which, again, do not fall within the Tribunal's jurisdiction and consequently we make no findings. We simply observe that it is against this background that the application has been brought.

The Hearing

19. The hearing was held remotely by video platform

20. The following attended as observers of the proceedings; Mr Nigel Porter (Flat 2), Mr David Bulgin (Flat 3), Mr Rob Kingdon (Flat 7) and Mrs Lorraine Cunningham (Flat 9).

21. The proceedings were observed by Mr Keith Baker who attended in preparation for a future tribunal hearing. Neither party objected to Mr Baker attending as an observer, and we considered it in the interests of justice for Mr Baker to be able to attend and observe having regard for the fact that proceedings in the Property Chamber are ordinarily accessible to the public.

The Issues

22. The Applicants' case is broadly that the sums demanded in relation to various service for the years in dispute are not reasonable or the works and services are not of a reasonable standard, or that they are limited in the amount that they have to pay in respect of certain works because of the Respondent's

failure to comply with the statutory consultation requirements under section 20, LTA 1985.

23. Having considered the Hearing Bundles, the Respondent's Skeleton Argument dated 29 September 2025, Submissions from both parties, and the oral evidence of the Applicants and Mr Osman and Mr Kingdon, the Tribunal has made determinations on the various issues as follows.

The Relevant Law – Service Charges, Reasonableness and Jurisdiction

24. A service charge is defined by section 18(1) of the 1985 Act reads as follows:

18 Meaning of "service charge" and "relevant costs".

(1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent—

(a) which is payable, directly or indirectly, for services, repairs, maintenance improvements or insurance or the landlord's costs of management, and
(b) the whole or part of which varies or may vary according to the relevant costs.

25. Section 19 of the 1985 Act provides that there is a limitation on service charges in that they must be reasonable:

19 Limitation of service charges: reasonableness.

(1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period—

(a) only to the extent that they are reasonably incurred, and
(b) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard;

and the amount payable shall be limited accordingly.

(2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

26. Section 27A of the 1985 Act confers jurisdiction on the Tribunal to make determinations as to costs actually incurred (LTA 1985, s.27A(1)) or costs demanded on account prior to works being done or services being carried out (LTA 1985, s.27A(3)):

27A Limitation of service charges: jurisdiction

(1) An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to—

(a) the person by whom it is payable,
(b) the person to whom it is payable,
(c) the amount which is payable,
(d) the date at or by which it is payable, and
(e) the manner in which it is payable

...

(2) An application may also be made to the appropriate tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to—

(a) the person by whom it is payable,
(b) the person to whom it is payable,
(c) the amount which is payable,
(d) the date at or by which it is payable, and
(e) the manner in which it is payable

The Tribunal's Decision

27. We would preface our decision with the following observations.

28. Although the Applicants state that they are challenging the costs incurred since 1 January 2024, in reality nearly all the costs in dispute were incurred, or scheduled to be incurred, during the accounting period 1 January 2024 – 31 December 2024.

29. That places the Respondent in an unenviable position as this period was one of transition with the replacement of Alexander Fleming by EPM as managing agent. Mrs Godden explained that she has been trying to obtain the Respondent's accounts from Alexander Fleming. In the meantime, she has set up a separate bank account into which monies are paid in order that she can

pay contractors as and when invoices fall due. Some historic matters had been settled or were in the process of being dealt with by Alexander Fleming, but the full details had not been provided to Mrs Godden.

30. It means that we are effectively considering the 2024 Estimate account only. Although LTA 1985 s.27A(3) permits demands for payment on account to be considered, and LTA, s.19 still applies in that those demands should be reasonable, inevitably the Tribunal will ordinarily apply its discretion and only reduce an estimated amount if it is clearly unreasonable.

31. The Applicants are still protected since once the accounts for the period are finally reconciled, the Applicants will have a further opportunity to challenge the reasonableness of the costs that were actually incurred even should the Tribunal find that the estimated cost is reasonable. It is to be hoped that these matters are resolved soon.

32. The relationship between the Applicants and the directors of the Respondent, who are also their neighbours, as well as with the Respondent's managing agent, has broken down. Only time will tell if that is retrievable.

33. The lack of a working relationship has possibly coloured the views that the Applicants have of the intentions of the Respondent and Mrs Godden. On occasion, circumstances have fuelled that mistrust. The Applicants alleged that Mrs Godden had fraudulently produced a tender response from a company that no longer exists. The Applicants evidenced that the relevant company was dissolved prior to submitting its quote, but there was no evidence that Mrs Godden had not approached the relevant company in good faith or that the company was no longer active, for example because the person was trading as a sole trader. They also believed that the copy document was fraudulent whereas we could see that the version in the Applicants' bundle and that in the Respondent's bundle were materially different. No explanation was given as to why the Applicants' copy should be 'corrupted' but we did not consider it to be evidence of deliberate manipulation by Mrs Godden. We considered both incidents to be an unfortunate turn of events exacerbated by the Applicants' lack of trust in the Respondent and Mrs Godden.

Liability to pay under the lease

34. In accordance with paragraph 15 under Schedule 4 *Tenant Covenants* to the Lease [A409], the Applicants covenanted to pay the estimated Service Charge for each Service Charge Year. Clause 1.1.31 [A393] defines Service Charge as the Tenant's Proportion and Clause 1.1.32 defines the Service Charge Year as the annual accounting period beginning on 1 January each year unless varied by written notice which it has not been.

35. Clause 1.1.36 defines the Tenant Proportion to be a fair and reasonable proportion of the Service Costs and Insurance Rent. That amount has been set at 10.09% [A268]. The Service Costs are defined in Clause 1.1.33 as those costs listed in Part 2 of Schedule 7 to the Lease [A425-A426] including the costs of providing those Services listed in Part 1 of Schedule 7 to the Lease [A424-A425].

36. The Applicants do not dispute that they are liable to contribute towards the Respondent's costs of providing Services to the building, nor that their proportion is not correct. We find that all costs fall within the definition of Services and that the Applicants are, in principle, liable to pay the proportion demanded, subject to those costs having been reasonably incurred and reasonable under LTA 1985, s.19.

Determination of costs liable to pay

37. Turning to the items in dispute, we consider them in the order that they were raised during the hearing.

Highly inflated invoices - £4,587.43 for stair glass replacement

38. Mr Waldman said that the glass replacement involvement only involved two panes of glass, and that he had been quoted £1,000 as the cost for the replacement glass. The Applicants relied upon a quote from Orange Core Glass & Frames dated 18 Feb 2025 [A272]. Mrs Waldman explained that they had provided a drawing of the panes replaced as one of the contractors they had approached refused to survey without. At the time the Applicants had obtained quotes, the works had already been completed and consequently no contractor had attended the Building to provide an estimate.

39. He also queried why there was no line item in the bank statement that supported the costs sought by the Respondent. Mr Waldman pointed to the 2024 'Budget' [A375] which gave a figure of £3,669.94 for "*Stair glass ins*" whilst payments from the Respondent's bank statement did not add up to this amount and the 2024 'Budget' [A375] quoted two figures in the section at the top, namely £1,834.97 "*Glass deposit to be repaid*" and £3,212.92 "*Insurance claims monies received for Stair Glass*".

40. Mrs Godden explained that the 2024 'Budget' was a document she had prepared on or around 20 August 2024 for the benefit of the Respondent's directors after she took over the management of the Building, as Alexander Fleming had not produced a breakdown for the period 1 January 2024 – 31 December 2024 to support the costs demanded from the leaseholders prior to Alexander Fleming being removed as managing agent.

41. The insurance claim had been commenced by Alexander Fleming, and quotes from PGS Glass were provided that had varied over time from £3,678.53 + vat on 11 July 2023 [R236-R237] to £3,733.16 + vat on 28 March 2024 [R238] and finally, in a quote sent to EPM, £3,822.86 + vat on 10 July 2024 [R239].

42. In Mrs Godden's written explanation [R240], the insurance excess was quoted as £1,266.87, although Mr Waldman did not accept that as there was no evidence provided from the insurance company in the bundle. Mrs Godden's oral evidence was that the insurer paid the balance of the quote dated 28 March 2024 less the excess submitted by Alexander Fleming. The actual amount to be paid to PGS Glass was that in the quote supplied to EPM but it was too late to submit that to the insurer such that the Respondent needed to pay the small, additional sum.

43. We empathise with the Applicants' frustrations regarding record keeping notwithstanding the difficulty that Mrs Godden may have encountered once EPM took over management of the Building.

44. Nevertheless, although there is an absence of quotes sought by the Respondent from different contractors, we note that the Applicants' substantially lower quote did not involve a site inspection and so we were not minded to rely upon it, the insurer had paid out against the PGS Glass quote dated 28 March 2024 and, consequently, the leaseholders' contribution towards the costs of the replacement were the insurance excess (£1,266.87) plus the shortfall of £107.64 between the quote submitted to the insurer and that sent to EPM after the claim was settled.

45. We find that the sum of £1,374.51 is payable by the leaseholders in respect of the Stair Glass Replacement of which the Applicants' contribution would be £148.45.

Professionals' Fees: First Consultation – £8,379.09
Qualifying Works: Troughs – £35,000.00

46. We take both items together given the overlap in these issues.

47. This item exemplified the poor quality of evidence gathering and explanation that was a feature of both parties' cases in this appeal, and the misunderstandings that arose as a result. The Tribunal struggled generally to understand the parties' positions, despite the lengthy bundles that each party had separately produced. It was notable throughout the hearing that when asked to take the Tribunal to the evidence in support of their position, the Applicants themselves struggled to quickly take us to the evidence in their own bundle.

48. The flower planters were located at the front of the building directly above the garages. There had been issues with these for a considerable period of time, as they sat above troughs that were installed to drain rainwater from the decking atop of the garages. The planters and troughs were intended as features in keeping with the general tone of the Building as a luxury development.

49. The troughs had failed and since 2021 had resulted in leaks into the garages, causing damage including to the electrical installations. Alexander Fleming had made claims against the building warranty which had been refused as they were not deemed to affect the residential part of the Building and so not in scope.

50. A Tender Analysis Report was completed in August 2024 [R244-R259] considering quotes from four companies for a like for like replacement of the balcony planters and associated works. The cost quoted by the recommended contractor was £103,191.75. The disputed costs of £8,379.09 appear to have arisen out of this consultation on the like for like replacement ("the First Consultation").

51. The Applicants submit that payments of £522.00, £1,500.00, £5,197.81 and £1,159.20 have been paid to surveyors as a result of this First Consultation process but they did not direct us to any evidence.

52. The evidence in support can be found in the Respondent's bundle [R055, R094 & R077], namely an invoice rendered by Godden Allen Lawn dated 7 May 2024 for £1,800.00, an invoice rendered by Godden Allen Lawn dated 8 August 2024 for £5,197.81 that refers to a 10% fee payable based on the lowest tender [R094], and an invoice from Charlier Construction Limited dated 15 March 2025 for £1,159.20 [R077] which states that they were instructed by Godden Allen Lawn to carry out works to open up the throughs to allow further investigation. Those invoices total £8,157.01 and this is the sum that Mrs Godden is current to rely upon in the Skeleton Argument on behalf of the Respondent.

53. The Applicants did not provide any evidence in support to show that the First Consultation was defective. It is common practice that professionals' fees would comprise part of the overall cost of qualifying works where consultation needs to be undertaken. The Applicants have failed to evidence that these costs were not envisaged as part of the First Consultation and so we do not conclude that the Applicants' liability should be capped at £250.00.

54. However, there is no evidence that these costs have yet been demanded from the Applicants. We therefore simply comment that once demanded, we consider the fees incurred to be reasonable.

55. Following the Tender Analysis, the leaseholders were not prepared to pay the costs to reinstate the balcony planters, and so a new, lesser specification was drawn up to remove the planters but remedy the issues of the troughs leaking into the garages and consultation took place on this specification ("the Second Consultation").

56. The Applicants raised four points with regards to the Second Consultation; first, they had not been invited to nominate a contractor such that the consultation was defective and that they should therefore only be required to pay £250 towards the works; second, EPM had produced fraudulent quotes; third, the Respondent had not had regard for Mr Waldman's own 'consultation' and his own specification and quote for the works [A225-A236]; and finally, they had not been provided with a demand for money on account towards the works.

57. Mr Waldman said that he had been invited to nominate a contractor for the First Consultation but not for the Second Consultation. There are three notices arising out of the statutory consultation period for the Second Consultation that are in evidence. These are:

    (i) Notice of Intention to Carry Out Works dated 20 December 2024 [A218/R260];
    (ii) Notification of Estimates dated 17 July 2025 [R261];
    (iii) Notice of Reasons for Awarding a Contract to Carry Out Works dated 18 August 2025 [R266-R267].

58. The Notice of Intention includes the following wording:

    "*Are there any contractors you would like me to contact to provide an estimate for the proposed works? The specification must come from this office, above is a simple version of the works to be carried out*."

59. We find that the Respondent did invite the Applicants to nominate a contractor for the Second Consultation, and that the notices satisfy the statutory consultation requirements.

60. The Notification of Estimates should have recorded the fact that the Applicants did in fact provide observations by way of an email on 23 December 2024 [A221-A222], but we note these were copied to all other leaseholders. We also understand that Mr Waldman has corresponded on a very frequent basis, and so this particular piece of correspondence may have been overlooked.

61. We do not consider that failure renders the consultation process defective and, in any event, the Applicants have not shown that they have suffered any prejudice as a result. It is notable that in Mr Waldman's 2 pages of observations

he did not request to nominate a contractor, nor did he in his further email dated 14 February 2025 [A225-A226].

62. If we are wrong to conclude that the consultation process was followed, in the alternative we would grant dispensation from the consultation requirements without any conditions applied, *Daejan Investments Limited v Benson & ors* [2013] UKSC 14.

63. With regards to the allegation that EPM had produced fraudulent quotes, we do not find this was made out. Mr Waldman referred to two quotes [A303-A305] which he said lacked headers showing that they were not produced by the respective companies and that Redbarn Property Services Ltd ("Redbarn") has ceased trading as a limited company.

64. Separate, perfected, copies of those quotes were included in the Respondent's bundle [R262-R265]. They include the headers and no overlay of text and the quote from C & S Roofing & Building comprises 2 pages in the Respondent's bundle rather than 1 page as that in the Applicants' bundle. We can offer no explanation as to why the Applicants' copies had formatted differently, but we are satisfied that both quotes had been prepared by third parties and submitted to EPM.

65. We accept that Redbarn, whose registered office address is the same as on the letter, was dissolved as a company on 5 December 2025 according to the Companies House website [A306]. That had been the extent of Mr Waldman's enquiries. He had not attempted to call Redbarn and ascertain why the company had been dissolved or whether it was still trading, under a different name or as a sole trader, without updating the boilerplate of the letter at the time the quote was submitted. Given the state of the parties' relationship, it is deeply unfortunate that the Applicants had reason to believe that that Redbarn may not be a legitimate business but there is no evidence to suggest wrongdoing by EPM.

66. Following the Tender Analysis, Mr Waldman took it upon himself to develop a specification for works of his own choosing and to serve his own purported Statement of Estimates dated 14 February 2025 and Notice of Reasons dated 18 March 2025 upon the leaseholders and Mrs Godden [A225-A236]. Mr Waldman provided a further specification on 28 July 25 [A309-A312].

67. Section 20 of the LTA 1985 does not confer rights on individual leaseholders to undertake their own consultation process. These purported notices have no effect, but it is evident that by this point Mr Waldman and the Respondent were not on the same page regarding the qualifying works and were never likely to be. It would be highly unlikely by this stage that the Respondent would have agreed to Mr Waldman's proposal no matter how reasonable it might be.

68. Turning to the demand for payment for the works under the Second Consultation, the only evidence is an email from EPM dated 21 August 2025 for £3,531.50 being the Applicants' contribution towards £35,000 comprising estimated costs of the qualifying works of £27,000 together with "*The balance to cover the unbudgeted costs for remedial work after the Electrical Installation Condition Report and the work to upgrade the Fire System and clear all outstanding payments due to EPM.*"

69. Until a valid demand is served accompanied by a statutory Summary of Rights and Obligations, the Applicants are not liable to pay this sum. It appears to us that the remedial electrical works may also exceed £250 payable by any one leaseholder, although it is not possible to say based on that email. If so, a separate consultation would be required.

70. We there conclude that the Applicants' contribution towards the qualifying works under the Second Consultation would be £2,724.30 (based on 10.09% contribution towards £27,000), and the Applicants' contribution towards the professionals' fees of the First Consultation is £823.04 (based on 10.09% contribution towards £8,157.01). Neither sum is payable until a valid demand is served accompanied by a statutory Summary of Rights and Obligations.

Invoices for unnecessary work – £6,000.00 in respect of electrical work

71. Mrs Waldman referred to an agreement to have overnight lighting installed with "*time clocks fitted that were a waste of money*".

72. Mr Waldman submitted that electrical work had been unreasonably incurred to the garages, some of which was undertaken to remedy or mitigate damage caused by the leaking troughs above.

73. The Applicants referred us to a schedule of invoices that they had disputed with Mrs Godden by email on 24 February 2025 [A284-A285]. These included an electrical inspection undertaken by M Newland Electrical on 16 February 2024 on the instructions of Alexander Newman [A215-A223] which deemed the electrical installations to be Unsatisfactory.

74. Subsequently, various works were undertaken by James Anwari of ANW Electrical Ltd over a period of time as evidenced by the following invoices:

Invoice No	Date	Amount	Reference
No30	08.07.2024	140.00	[R076]
No41	27.08.2024	582.24	[R090]

1051	05.09.2024	449.00	[R101]
No64	26.11.2024	260.00	[R121]
No66	06.12.2024	1,860.00	[R126]
TOTAL 2024		**3,291.24**	
No75	07.01.2025	640.00	[R135]
No91	28.02.2025	365.00	[R151]
No106	22.04.2025	80.00	[R170]
TOTAL 2025		**1,085.00**	

75. Mr Waldman had written to Mrs Godden on 24 February 2025 [A284-A285] that in his view following the M Newland inspection, there should have been a further report sought, tender for the identified works, completion of works and then re-issue of a new certificate.

76. Looking at the description of the works from each invoice we do not consider them to be a series of works that should be taken together, but separate instructions to resolve different issues at different times at the Building. Each invoice fell below the threshold for engaging statutory consultation.

77. The Applicants offered no evidence to show that the costs of the works undertaken by Mr Anwari were not reasonable.

78. Mr Anwari undertook a further inspection of the Building on 5 March 2025 [R224-R233] which deemed the Building to be Satisfactory. We consider the works were reasonably incurred and that the Applicants have failed to evidence that the works were not of a reasonable standard or that the costs were not reasonable.

79. We therefore conclude that the Applicants' contribution towards the electrical works in the period 1 January 2024 to 31 December 2024 would be £332.09 (based on 10.09% contribution towards £3,291.24).

80. We also conclude that the Applicants are liable to contribute towards the invoices totalling £1,085.00 in the period 1 January 2025 to 31 December 2025, save that no demand has yet been served and further electrical works may have been incurred since the hearing such that it would not be appropriate to make a determination of the service charge to be paid by the Applicants for this period.

Accounting errors – £2,800.00

81. There was no evidence put forward that supported the submission that there have been accounting errors, but we recognise that these concerns would undoubtedly be alleviated if the Respondent provided audited accounts. We make no deduction as to the amount payable by the Applicants.

82. The Respondent is encouraged in the strongest terms to resolve the issues concerning obtaining information from Alexander Fleming so that the audit can take place.

Fire Safety

83. We were not asked to decide in respect of costs incurred, and so we are limited in what we can say to the Applicants other than to note that front entrance doors do present a concern in multihousehold buildings in regards to the control of the spread of fire, particularly where the fire has started within a flat, and that fire safety generally is a significant concern for many leaseholders.

84. With regards to the front entrance door to their flat, paragraph 1.6 of Schedule 1 *The Property* to the Lease [A404] clearly demises "*the doors and windows and their frames, fittings and glass*" to the Applicants. It is the Applicants' responsibility "*To keep the Property in good repair and condition…*" under paragraph 23.2 of Schedule 4 *Tenant Covenants* to the Lease [A413].

85. The lack of evidence of certification as to the fire resistance of the front entrance door to the flat is not a matter that we can consider in this application. Unless there is evidence that the doors have fallen into disrepair and no longer meet the standards when first installed, we are unclear as to what action the Respondent will be able to take to compel leaseholders to fit new doors which can be evidenced as meeting current building requirements for fire resistance

86. With regards to other items noted in an abstract of a 'fire risk assessment' undertaken on 18 January 2022 [A319, A330, A333], these were not noted at the fire safety audit dated 24 March 2025 undertaken by Kent Fire & Rescue Service ("KFRS") and detailed in their Schedule of Deficiencies [R270-R275].

87. We note our disapproval if Mrs Godden had annotated the KFRS Schedule of Deficiencies with red text detailing the remedial action taken. Evidence should never be amended. Mrs Godden should have exhibited the KFRS audit and provided a copy of further evidence showing that KFRS accepted the deficiencies had been remedied or provided a witness statement detailing the steps the Respondent has taken.

88. Nevertheless, we are satisfied that all deficiencies noted by KFRS have been addressed or were due to be. We note that no concerns were raised with regard to any fire door or front entrance door.

Remedial work to Flat 6 undertaken by Mr Waldman

89. Mr Waldman raised the point that he had incurred costs equivalent to £725 for his time and materials bought to redecorate the bedroom of Flat 6 following water ingress, as well as to repair and repaint the front entrance door.

90. The Applicants relied upon invoices that Mr Waldman had raised with Alexander Fleming dated 13 February 2024 in the sum of £480.00 in respect of the front entrance door [A343] and 29 February 2024 in the sum of £245.00 in respect of the repair to the hopper and bedroom redecoration [A342]. Mr Waldman said that a credit had been applied against their statement of account to reflect those invoices, but this was later reversed leaving the Applicants in arrears.

91. Mr Kingdon explained that where there was an incident of disrepair, the procedure was to report the issue to the managing agent and obtain 2 quotes for the Respondent's directors to consider and approve. Mr Waldman had not complied with that procedure choosing to do the work himself and raising an invoice for the time he spent. Mrs Godden had in error, having taken over management of the Building soon afterwards, credited both amounts against the Applicant's statement of account, before being instructed to reverse the credit.

92. As explained above, the front entrance door is the Applicants' responsibility, so no deduction is made in respect of this.

93. With regards to the water ingress, the Applicants had not followed the Respondent's procedure, there was no evidence provided in support of the work undertaken by Mr Waldman, and permission would have been unlikely to be granted had Mr Waldman sought it for himself to do the work. We make no deduction in respect of this.

General comments

94. The Applicants' appeal raised a number of grievances about the general management of the Building, but they were not matters over which we had determination when considering whether costs have been reasonably incurred as part of the service charge that the Applicants are asked to pay.

95. EPM is a professional managing agent. We were concerned by Mrs Godden's submission that costs are demanded on an *ad hoc* basis rather than in

accordance with the terms of the lease, but that has been the manner in which matters have been managed by the Respondent since it took over the management of the Building and the residents including the Applicants have not raised concerns regarding that. We also note that 'demands for payment' are served without a proper breakdown of the costs nor accompanied by the prescribed statutory information. We did not find Mrs Godden gave a convincing explanation as to why, and she appeared unclear about matters ordinarily to be expected of a professional managing agent.

96. We recognise that the Respondent is an assetless company without resource to monies other than those collected from the leaseholders who are also its members. Reconciliations have not yet taken place for 2024 because, we are told, of difficulties that have arisen in obtaining documents from the former managing agent.

97. Nevertheless, given the fractious relationship between the parties, we would strongly recommend that a more diligent and transparent approach be taken concerning how monies are collected and accounted for.

98. The Respondent's directors may feel that is beyond their abilities, and we understand why they should wish to appoint a managing agent, but it is incumbent upon them to hold their managing agent to account.

99. Both parties had prepared poorly for the hearing. Navigating both parties' bundles was difficult, there was little or no common ground to be found giving rise to separate bundles. There was a complete lack of reliable, contemporary evidence from the Applicants to show that works could have been undertaken at lower cost.

100. We encourage all parties to take a more constructive approach going forward.

Application Under s.20C and Para.5A, Refund of Fees and Wasted Costs Order

101. The Applicant has applied for an order under section 20C of the 1985 Act and under paragraph 5A of Schedule 11 to the 2002 Act preventing the Respondent from recovering any of its legal costs of these proceedings either as a service charge or as an administration charge.

102. Having considered the written submissions from the parties and taking into account the determinations above, the Tribunal determines that it is just and equitable in the circumstances for an order to be made under paragraph 5A of Schedule 11 to the 2002 Act, so that the Respondent may not pass any of its costs incurred in connection with the proceedings before the Tribunal as an administration charge.

103. That is because under paragraph 20 of Schedule 4 *Tenant Covenants* to the Lease [A411] the Applicants are liable:

> "***20. Costs***
>
> *To pay on demand the costs of the [Respondent] (including any solicitors'… costs and expenses and any VAT on them) assessed on a full indemnity basis incurred by the [Respondent]… in connection with or in contemplation of any of the following:*
>
> …
>
> *20.2 preparing and serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court…*"

104. Given the present application has been brought by the Applicants, the Respondent cannot have incurred costs with the intention of forfeiting the lease, but for the avoidance of doubt we make the order under CLRA, para. 5A, Sch. 11.

105. We have noted our concerns regarding the transparency surrounding, and arrangements for, collecting monies.

106. However, given that the majority of the Applicant's submissions concerned the reasonableness of the service charges, and those submissions were without merit and the Applicants' conduct has played a significant role in the breakdown of the parties' relationship, it would not be fair and just if the Applicants were to escape liability to pay a contribution towards the costs of the proceedings when other leaseholders would be liable.

107. In doing so, we make no finding as to whether the costs of these proceedings, if any, that the Respondent seeks to recover through the service charge are reasonable or whether a particular leaseholder is required to pay under the terms of their lease.

108. The Applicants have applied for an order for the reimbursement of fees paid by the Applicants in connection with these proceedings. Having considered submissions from the parties, and having considered the determinations above, the Tribunal makes no order for the reimbursement of the Applicant's fees as the substantive submissions as to reasonableness were significantly without merit.

109. Finally, the Applicants have an application for 'wasted costs'. By that we treat the application to be made on two bases under rule 13(1) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the 2013 Rules"), namely:

"*Orders for costs, reimbursement of fees and interest on costs*

13.— Subject to paragraph (1ZA), the Tribunal may make an order in respect of costs only—

(a) under section 29(4) of the 2007 Act (wasted costs) and the costs incurred in applying for such costs;
(b) if a person has acted unreasonably in bringing, defending or conducting proceedings…"

110. The first limb is a wasted costs order which according to the legislation would be sought against Mrs Godden or EPM. We do not consider that the Applicants have incurred costs "*as a result of any improper, unreasonable or negligent act or omission on the part of any legal or other representative or any employee of such a representative*" under section 29(4) of the Tribunals, Courts and Enforcement Act 2007. It is a high bar, and there was no evidence to suggest Mrs Godden had acted in such a manner.

111. Although expressed as an application for 'wasted costs' we consider that the Applicants also wished us to consider an application against the Respondent, but there was no evidence that the Respondent had acted unreasonably in defending or conducting proceedings.

112. An application for costs under either limb of rule 13(1) is dismissed.

Rights of appeal

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.

2. 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. Where possible you should send your further application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal to deal with it more efficiently.

3. 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.

4. 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.