



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case reference : **LON/00AF/LSC/2025/0842**

Property : **Flat 1, 12 Castledine Road, London SE20 8PL**

Applicant : **12 Castledine Management Limited**

Representative : **Sandra Sharratt and Shervin Dadbin as directors**

Respondent : **Paula Doyle**

Representative : **In person**

Type of application : **For the determination of the liability to pay service charges under section 27A of the Landlord and Tenant Act 1985**

Tribunal members : **Judge Stewart and Mr S Mason FRICS**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **11 February 2026**

DECISION

Decisions of the tribunal

- (1) The tribunal determines that the amount charged in respect of the roof repairs at £6,604.54 is reasonable, however it is not currently payable and will not become payable until the Applicant provides a service charge demand to the Respondent in accordance with both s.21B of the Landlord and Tenant Act 1985 and s.48 of the Landlord and Tenant Act 1987.
- (2) The tribunal determines that the amount charged in respect of the insurance premium for 2024 of £640, being a third of the overall premium of £1,920.90, is reasonable. However, for the same reasons mentioned in relation to the roof repair charges, it is not currently payable.
- (3) It follows from the above that the service charges relating to the roof repairs and insurance premium were not payable on the date that the County Court application was made and will not be payable until such time as the Applicant provides a service charge demand in the correct form.
- (4) Since the tribunal has no jurisdiction over county court costs and fees, this matter should now be referred back to the County Court Business Centre.

The application

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 (“the 1985 Act”) as to the amount of service charges payable by the Respondent in respect of the cost of repairs to the roof of 12 Castledine Road (“the Property”) and the insurance premium for service charge year 2024.
2. Proceedings were originally issued in the County Court Business Centre under claim no. 552MC460. The claim was transferred to this tribunal, by order of District Judge Cridge on 5 September 2024.

The hearing

3. The Applicant was represented by its directors, Ms Sandra Sharratt and Mr Shervin Dadbin at the hearing and the Respondent appeared in person.
4. Numbers in bold and in square brackets below refer to pages in the electronic hearing bundle provided by the Applicant.

The background

5. The Applicant is the freeholder of the Property, which is a Victorian building that has been converted into three flats. The Respondent, Ms Paula Doyle, is the leaseholder of Flat 1, Mr Shervin Dadbin is the leaseholder of Flat 2, and Ms Sandra Sharratt and Mr Aiden Sharratt are the leaseholders of Flat 3. Mr Dadbin and Ms Sharratt are the directors of the applicant company.
6. The Applicant commenced County Court proceedings against Ms Doyle on 16 July 2024 claiming payment of service charges due for Flat 1, together with interest and court fees. Ms Doyle filed a defence and the case was transferred to the Tribunal. A case management hearing was held on 10 July 2025 which stayed the proceedings until the Applicant had had time to make a formal dispensation application under section 20ZA of the Landlord and Tenant Act 1985 (“the 1985 Act”).
7. On 27 January 2026 Judge Donegan considered the dispensation case (LON/00AF/LDC/2025/0814) and granted retrospective dispensation under s.20ZA of the 1985 Act in relation to repairs undertaken to the flat roof of the Property in June and July 2023.
8. The Respondent holds a long lease of the property which requires the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge. The specific provisions of the lease and will be referred to below, where appropriate.

Inspection

9. Neither party requested an inspection and the tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute.

The Lease

10. The Respondent’s lease [153] requires the tenant to pay:

1(b) a just and fair proportion of the amount which the Landlord may from time to time expend and as may reasonably be required on account of anticipated expenditure

(i) in performing the Landlord’s obligations as to repair, maintenance and insurance hereinafter contained.

11. The tenant also covenants to pay:

3(2)...all rates, taxes, assessments, charges, impositions and outgoings which may at any time during the said term be assessed, charged or imposed upon the Flat or the owner or occupier in respect thereof and

in the event of any rates, taxes, assessments, charges, impositions and outgoing being assessed, charged or imposed in respect of the Building, to pay a proper proportion of such rates, taxes, assessments, charges, impositions and outgoings attributable to the Flat.

12. The Lease also includes the following covenants on behalf of the Landlord:

4(1) At all times during the said term to keep in good and substantial repair and in clean and proper order and condition those parts and appurtenances of the Building and its boundary walls which are not included in this demise or in a demise of any part of the building (including the communal terrace hatched blue on Plan I)

4(4) To keep insured the Building (unless the insurance thereon shall be made void through or by reason of the act or default of the Tenant) in such value as the Landlord shall consider appropriate against loss or damage by fire, storm, tempest, explosion and such other risks (subject to normal excesses) as the Landlord shall think expedient and to insure in respect of Architects' Surveyors' legal and other fees and incidental expenses consequent upon rebuilding and reinstating in some insurance office or with underwriters of repute and to pay all premiums necessary for that purpose within fourteen days after the same shall become due and whenever required on fourteen days' notice at the Tenant's cost to produce to the Tenant or his agent at the offices of the Landlord or the Landlord's solicitor the policy of insurance and the receipt for the current year's premium and in case of damage to the Building by an event covered by such policy forthwith to lay out any monies received by the Landlord under such policy towards rebuilding and reinstating the Building.

The Law

13. Section 18 of the 1985 Act provides that:

s.18(1) "... "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"

14. Section 19 of the 1985 Act provides that:

s.19(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...”

15. Section 21B of the 1985 Act provides that:

(1) A demand for the payment of a service charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to service charges....

(2) The Secretary of State may make regulations prescribing requirements as to the form and content of such summaries of rights and obligations.

(3) A tenant may withhold payment of a service charge which has been demanded from him if subsection (1) is not complied with in relation to the demand.

(4) Where a tenant withholds a service charge under this section, any provisions of the lease relating to non-payment or late payment of service charges do not have effect in relation to the period for which he so withholds it.

16. For premises in England the form and content of the summary mentioned in section 21B can be found in *Service Charges (Summary of Rights and Obligations, and Transitional Provision) (England) Regulations 2007*.

17. Section 48 of the 1987 Act provides that:

s.48(1) A landlord of premises to which this Part applies shall, by notice, furnish the tenant with an address in England and Wales at which notices (including notices in proceedings) may be served on him by the tenant.

(2) Where a landlord of any such premises fails to comply with subsection (1), any rent, service charge or administration charge otherwise due from the tenant to the landlord shall...be treated for all purposes as not being due from the tenant to the landlord at any time before the landlord does comply with that subsection.

The issues

18. At the start of the hearing the parties identified the relevant issues for determination as follows:

- (i) The payability and reasonableness of service charges relating to the repairs undertaken to the flat roof of the Property in June and July 2023; and
 - (ii) The payability and reasonableness of the insurance premium charged for the building insurance for 2024.
- 19. Having heard evidence and submissions from the parties and considered all of the documents provided, the tribunal has made determinations on the various issues as follows.

Roof Repairs

- 20. The Applicant has charged the Respondent £6,604.54 for repairs to the roof. The overall cost of the roof repairs was £22,062, inclusive of VAT which came from the following invoices from Garhigh (Waterproofing) Limited (“Garhigh”):
 - (i) Invoice 1354 “as per our estimate 24176-2 dated 23 June 2023” for £5,944 [**91**]
 - (ii) Invoice 1368 “as per our estimate, your acceptance and several email [sic]. Breakdown attached for ease of reference” for £14,258 [**92**]
 - (iii) Invoice 1373 “as per our email 06.07.23 re. flat access hatch rooflight single glazed, clear toughened glass, manual opener” for £1,860 [**93**]
- 21. The Applicant used £2,248 from the maintenance account, leaving £19,814. This was split equally between the three flats, although rather than being charged £6,604.67, the Respondent was required to pay £6,604.54, the discrepancy for which may have been a “rounding error”.

Respondent’s case

- 22. The Respondent accepted in the hearing that the lease required all the leaseholders to pay towards the cost of repairing the roof, but the problem was that the landlord had not made it clear what the costs charged related to, and had not demanded them in the proper way.
- 23. The Respondent alleged that the bundle provided ahead of the s20ZA hearing was the first time that she had seen the estimate provided by the contractor for the roof and was able to go through all of the costs. She had then asked the landlord to reconcile the estimates with the invoices, and queried why one of the estimates [**34**] was dated a year earlier than all of the others.

24. The initial estimate (24176) provided by Garhigh was for works costing £7,995 plus VAT [36]. However, the second estimate (24176-2) was for works costing £10,995 plus VAT [39]. There was no explanation of the difference between the two amounts.
25. In addition, the Respondent stated in their Defendant's response to the original County Court claim [6] that there was no "*breakdown of costs or receipts, nor summary of rights and obligations*" and "*no accounts of expenditure have been issued throughout, [from] 2020 to date*". This was then revised in the Respondent's response to the dispensation claim to say that maintenance accounts were sent to her on 2 September 2025 [63]. In the hearing the Respondent continued to claim that the service charge had not properly been demanded.

Applicant's case

26. The Applicants acknowledged that there are some slight differences between 24176 and 24176-2. At the hearing they directed the tribunal to an email from Garhigh dated 5 July 2023 [40] which contained additional works that the contractors had found it necessary to do once they had started their works which amounted to around £5,000. Ms Sharratt confirmed to Mr Mason, the tribunal professional member, that there had been negotiations on the pricing. They were not able to state in the hearing which of the works accounted for the £3,000 differential between estimate 24176 and 24176-2.
27. In relation to the reasonableness of the costs of the works, Ms Sharratt confirmed that there had been three quotes including the one from Garhigh Limited mentioned above. The other two quotes were:
 - (i) From D Catchesides Ltd for £22,500 plus VAT with £2,500 for unforeseen items
 - (ii) From James Roofing Limited for £25,783 plus VAT
28. They had chosen Garhigh Limited as the cheapest quote which, even with the additional sums mentioned in the email from 5 July 2023, it had proven to be as all of the works had cost £22,062 inclusive of VAT.
29. The Applicant admitted that they did not collect annual service charges but each flat put £30 into a joint account which was used to maintain the building. Ms Sharratt also mentioned that the property is not part of a portfolio. Mr and Mrs Sharratt as owners of Flat 3 and the previous owner of Flat 2 had purchased the freehold in 2020 [81] so that they could supervise the maintenance of the building. They confirmed that they were not making any profit.

30. In addition, Ms Sharratt confirmed that the Respondent had received accounts for every year. An example of such accounts was in the bundle at pages [86/87]. It appears that certain accounts were sent to the Respondent by email on 22 September 2024 [105] but it is not clear that those were the accounts at [86/87].

The tribunal's decision

31. The tribunal determines that the amount charged in respect of the roof repairs at £6,604.54 is reasonable, however it is not currently payable.

Reasons for the tribunal's decision

32. We find from the evidence that the Applicant found 3 competitive quotes and chose the cheapest. They used money held in the accumulated service charge account to keep the costs as low as possible. It is not unusual for an estimate to be revised upwards once works have begun, but in this case the new costs being charged were still less than the other two quotes obtained. No alternative quotes were obtained by the Respondent and the tribunal therefore finds the costs of the roof repairs to be reasonable.
33. The amount charged for the roof repairs is not, however, currently payable. As claimed by the Respondent and as set out above, s.48 of the 1987 Act requires any service charge demands to include an address for notices for the landlord. In addition, 21B of the 1985 Act requires the landlord to include a summary of the tenant's rights and obligations with any service charge demand. Until the service charge has been demanded in accordance with those provisions, it is not payable. However, once it has been so demanded it will be payable and the Respondent will not be able to claim that s.20B of the 1985 Act applies, given that she was repeatedly informed during the course of the roof repairs that the service charges were due.

Insurance for 2024

34. The Respondent has not paid anything towards the insurance of the building for 2024 although she did agree in the tribunal that she was liable to pay towards the cost of insurance under the terms of the lease. The premium for the buildings insurance renewal from 1 January 2024 was £1,920.09, and the amount attributable to Flat 1 was £640 [101].

Respondent's Case

35. The Respondent position was that there had been an unreasonable increase from the insurance premium from the service charge year 2023 when her contribution to the insurance premium had been £400 and

prior to that it had been £300. She had asked for a copy of the policy and the Applicant had refused to send it until she had paid her portion of the premium [105]. She was concerned that the property was being under-insured due to an incorrect reinstatement value being used and also that the insurance policy was void due to Mr and Mrs Sharratt letting out their flat.

Applicant's Case

36. Ms Sharratt confirmed that she had not shared the policy schedule with the Respondent as she was using it as an incentive for her to pay. She agreed that the insurance had gone up in value but that had coincided with a general increase in the cost of insurance for properties of their type.
37. The Applicant had used an insurance broker [106] and had complied with their obligations as landlords to insure the building. The policy itself only covered communal parts of the building and was a block policy with no cover for the individual flats or for rental properties.
38. The insurance was charged to the Respondent by way of a letter in an email setting out the costs payable [100] dated 14 December 2023.

The tribunal's decision

39. The tribunal determines that the amount charged in respect of the insurance premium for 2024 of £640, being a third of the overall premium of £1,920.90 is reasonable. However, for the same reasons mentioned in relation to the roof repair charges, it is not currently payable.

Reasons for the tribunal's decision

40. It is agreed that the Respondent is required under the clause 1(b)(i) of her lease to pay towards the insurance costs of the building. We find that the evidence provided by the Applicant makes it clear that it, with its broker, conscientiously managed the insurance of the building. The increase in the insurance premium for 2024 is understandable given the day one cover and the general cost of insurance in the marketplace. In the absence of any specific challenge from the Respondent, and given the lack of any alternative quotes evidencing that the cost of the premium was excessive in amount, we determine that the costs were reasonably incurred.
41. For the same reason as mentioned in relation to the roof repairs, namely that the service charge demand was not made with either a clear confirmation of the address for notice of the landlord in accordance with s.48 of the 1987 Act nor a summary of the rights and obligations of the

tenant in accordance with s.21B of the 1985 Act, the service charge relating to the insurance premium is not currently payable. Again, as soon as the service charge has been demanded properly it will be payable and the Respondent will not be able to claim under s.20B of the 1985 Act.

42. In addition, the tribunal notes that the Applicant has, in the past, withheld the details of the insurance policy from the Respondent until such time as she has paid her part of the premium. The tribunal wishes to draw the Applicant's attention to the Landlord and Tenant Act 1985 Schedule "Rights of Tenants With Respect to Insurance" and the obligation on a landlord to provide a tenant with either a summary or a copy of any relevant insurance policy within 21 days of it having been requested.

Application under s.20C and refund of fees

43. At the end of the hearing, the Applicant made an application for a refund of the fees that they had paid in respect of the application and hearing¹. Having heard the submissions from the parties and taking into account the determinations above, the tribunal does not order the Respondent to refund any fees paid by the Applicant.

The next steps

44. The tribunal has no jurisdiction over ground rent or county court costs and interest. This matter should now be returned to the County Court Business Centre.

Name: Judge Stewart

Date: 11 February 2026

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

¹ The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).