



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

Case reference : **CAM/00ME/LSC/2025/0610**

Property : **35A Boyn Valley Road, Maidenhead,
SL6 4DT**

Applicant : **Ms Nina Bhagwandas Patel**

Representative : **Mr Lecky, Counsel**

Respondent : **Newtown Estates Limited**

Representative : **Ms Gourlay, Counsel**

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 : **First-tier Tribunal Judge K Neave
Mr R Thomas**

Venue : **Remote hearing by CVP**

Date of decision : **16 February 2026**

DECISION

Decisions of the tribunal

- (1) The tribunal determines that the sum of £33,000 is payable by the Applicant to the Respondent in respect of the interim service charge demand dated 19 November 2024.
- (2) The tribunal makes the determinations as set out under the various headings in this Decision.
- (3) In light of its findings, the tribunal makes no order requiring the Respondent to reimburse the tribunal fees paid by the Applicant.

The application

1. By an application dated 13 June 2025, the Applicant tenant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 (“the 1985 Act”) as to the amount of interim service charge payable by her to the Respondent landlord in respect of the 2024 service charge year.

The background

2. The background to this application is set out in the 131 page hearing bundle, which the representatives confirmed contained the relevant documents and which we have considered in detail.
3. The subject property at 35 Boyn Valley Road, Maidenhead is a detached house that has been divided into two flats. The Applicant holds a long lease of the first floor flat. The ground floor flat is retained by the Respondent.
4. Neither party requested an inspection of the property and the tribunal did not consider that an inspection was necessary, nor would it have been proportionate to the issues in dispute.
5. The dispute between the parties concerns the reasonableness of an interim service charge demand dated 19 November 2024 in the sum of £33,000 by which the Respondent sought a 50% contribution from the Applicant towards the cost of roof and external rendering works at the property.

The hearing

6. At the hearing the Applicant was represented by Mr G Lecky and the Respondent was represented by Ms A Gourlay. We are grateful to them both for their considerable assistance and helpful submissions.

7. At the outset of the hearing, Mr Lecky advanced an oral application for an adjournment of the hearing in order to allow the Applicant to amend her statement of case to plead allegations of historic neglect in relation to the works required at the property, and also to obtain expert evidence both on that point and the reasonableness of the sums demanded. Ms Gourlay advanced an oral application to rely on the witness statements of Mr James Coelen and Mr Robert Chakaveh which had been served on the Applicant a week before the hearing. We took time to consider both applications after hearing submissions from the parties.
8. Having carefully considered the Tribunal's overriding objective, we came to the conclusion that the application advanced by Mr Lecky should be refused. We did not consider that it would be fair or just to adjourn the hearing. Directions were given in this matter by Judge MacQueen on 12 September 2025. The first direction made it clear that, if a party wished to rely on expert evidence, they were required to make an application for permission to do so. No such application had been made on behalf of the Applicant until it was advanced orally on the day of the hearing, and no compelling reason for the failure to make an earlier application was provided. The Applicant has been professionally represented throughout this matter. Further, the pleaded issues in this case, namely whether the alternative quotations for the works that the Applicant had provided are comparable quotes, were straightforward and would not require expert evidence.
9. As to the suggestion that the issues in dispute should be widened and the Applicant's statement of case amended to bring a case in historic neglect, that did not appear to us to be a proportionate way forward when considering the resources of the Tribunal and the Respondent. It would create, rather than avoid, delay in circumstances where all the parties agree that the roof is in a poor state of repair and requires works to be carried out. Though we took into consideration the need to ensure that the parties are able to fully participate in the proceedings, the Applicant has been professionally represented throughout and there appears to be no good reason for the failure to raise these issues before the day of the substantive hearing. Further, the demand in dispute in these proceedings is an interim service charge demand. The Respondent will still need to comply with the consultation requirements under section 20 of the 1985 Act and a final account will have to be provided. The door is therefore not closed to the Applicant in raising these issues on another occasion.
10. As to the application advanced by the Respondent, it was clearly regrettable that the witness statements were not served in accordance with the Tribunal's directions, which required the Respondent to send any witness statements to the Applicant by 7 November 2025. However, they were both short statements which were sent to the Applicant a full week before the hearing. Mr Coelen's statement gives information that the Tribunal could have seen for itself had there been an inspection of the property. In the absence of an

inspection, the information in his statement and exhibits was of considerable assistance to the Tribunal. Mr Chakaveh's statement largely repeats what is already pleaded in the Respondent's statement of case, and Mr Lecky was prepared to cross-examine him. Mr Lecky did not identify any real prejudice to the Applicant if the statements were to be admitted, notwithstanding their lateness. In the circumstances, we considered that it would be in accordance with the overriding objective to admit the statements into evidence. Particularly, it was proportionate to the limited issues in dispute and created flexibility in the proceedings.

11. Accordingly, we heard oral evidence from the Applicant, who confirmed the content of her application form, statement of case and reply. She was cross-examined by Ms Gourlay. We also heard oral evidence from Mr Coelen and Mr Chakaveh, who gave evidence on behalf of the Respondent. Both were cross-examined by Mr Lecky. Both representatives made submissions. We reserved our decision.

The issues

12. At the start of the hearing the parties identified the sole issue for determination as being whether the sum demanded on 19 November 2024 on an interim basis was reasonable within the meaning of section 19(2) of the 1985 Act. There is no dispute about whether the costs are recoverable under the terms of the Applicant's lease nor whether they have been validly demanded.
13. 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.

The tribunal's decision and reasons

14. We first consider the evidence of Mr Coelen, the construction manager appointed by the Respondent to prepare a building survey report. We accept his clear and straightforward evidence that the building requires significant work to remediate the roof coverings, roofline components and the external wall finishes, which are at the end of their serviceable life. In particular, we accept and find that there are high moisture readings in the upper parts of the property, along with mould growth. Most of the tiles on the roof have slipped and there is a large hole near the chimney. The roof has essentially failed and water is entering the property. This evidence is supported by the photographs exhibited to his witness statement. We accept, as Mr Coelen says, that his inspection was limited to what he could identify in a visual, non-intrusive inspection, and that the inspection was carried out nearly two years ago. It may transpire that further works are identified as being required once the building is opened up as part of the structural works.

15. We also accept that the specification of works that Mr Coelan has provided, found at page 114 of the hearing bundle, is a fair and accurate specification of the works that are required at the property, as he identified them following his visual inspection in 2023.
16. Mr Chakaveh is a director of the Respondent. He sought quotations for the works identified in the specification from a number of local construction firms, including F&R Builders Limited and Radcot Construction Limited. Mr Chakaveh is a director of a local construction firm named Portlands Limited, and this firm also provided a quote for the works. Portlands Limited provided the lowest quote at £48,500 exclusive of VAT. F&R Builders quoted £49,806.00 + VAT. Radcot Construction quoted £56,845.00 + VAT.
17. We accept Mr Chakaveh's unchallenged and straightforward evidence that F&R Builders are an established, reputable, local business, and that they are a competitor of Portlands Limited. They have been in business for around 30 years. We also accept his evidence that Radcot Construction Limited is another reputable local company and that it is often contracted to carry out local authority work. All of the firms quoted for the work having seen the specification prepared by Mr Coelan. Though Mr Lecky criticised the quotes as lacking a detailed breakdown of the costs of the work, we accept Mr Coelan's evidence that this more granular detail will be provided once contracts are drawn up.
18. At the heart of the Applicant's case is her assertion that the roof works can be carried out for much less than the sums quoted to the Respondent. In her written and oral evidence she referred to three alternative quotations that she has obtained from Skytouch Roofing Limited (of £16,336.63, or £12,376.24 depending on the type of slate used to complete the work, and £13,200 for the rendering works); from Denis Metalia (of c.£16,000) and from Felt That Roofing (of £23,000). The Applicant is content to pay 50% of any of these sums.
19. We have carefully considered these alternative quotations, however we do not consider that they are comparable to the quotes obtained by the Respondent referred to above.
20. As to the Skytouch Roofing quotation, we are concerned that the quote allows for VAT at only 1%. No clear explanation was provided for why the quote had not properly included VAT at 20%. Though we accept that, even if VAT were included at the correct rate the quote would still be significantly lower than the sum contended for by the Respondent, we agree that the presentation of the quote without the correct figure for VAT raises questions about the skills and experience of Skytouch Roofing to carry out this project. For the same reason, we found it concerning that the company registration number was not included in the quote.

21. Further, the Skytouch Roofing quotation does not make provision for the appointment of a works supervisor or foreman, nor for health and safety requirements, site welfare, and waste management. The quote only makes provision for scaffolding to the front and rear of the property, when what is required, according to the Respondent's specification and Mr Chakaveh's clear evidence, is scaffolding all around the building. There is no explicit allowance for the cost of supplying and fixing plastic verge cloaks.
22. Though the Applicant said in her oral evidence that she had spoken to the contractor who had said that the quote would include these items notwithstanding that they were not listed in the written document, we found her evidence on this point vague and lacking in detail. What has not been provided to the tribunal is a clear statement from Skytouch roofing confirming that its quote includes these items so that we can be satisfied that this is a like-for-like quotation. In the absence of this confirmation and considering the very wide disparity between the Respondent's quotes and those obtained by the Applicant, we are not so satisfied.
23. The quote from Denis Matalia also does not appear to include provision for a works supervisor or foreman, nor for health and safety requirements and site welfare. The Applicant accepted that the roof battens provided for in the quote were not to the specification set out by Mr Coelan. There is no information about the length of time that Mr Matalia has been trading, nor his reputation in the market. In our judgment, this quote is not comparable to the quotes obtained by the Respondent.
24. Similar points can be made about the quotation provided by Felt That Roofing. As with the other quotes provided by the Applicant, there is no provision for supervision or for health and safety requirements. It is unclear whether this quote is inclusive or exclusive of VAT, nor indeed whether the company is VAT registered. No company number has been provided. We do not consider that this is a like-for-like quotation.
25. Though the Applicant contends that there has been no fair tendering process in relation to the roof works, this is an interim service charge demand. It has been levied so that service charge funds can be collected and put aside for the works. The Respondent is obliged, and acknowledged during the hearing that it is obliged, to comply with the consultation process under section 20 of the 1985 Act. Under that process, the Applicant will be able to nominate a contractor from whom the Respondent should obtain a quote, a range of estimates will need to be sought and a tender analysis carried out. If it becomes apparent that the works can be carried out for a lower cost than that demanded by way of interim demand, then a credit will be applied. The benefit of collecting the funds in advance is that the work (which appears to be pressing) can be started as soon as the consultation process is completed.

26. We also take into account that the Respondent will be obliged to meet 50% of the cost of the works, as it retains the ground floor flat. It is therefore likely to be motivated to ensure that the cost of the work is reasonable. Though the Respondent and Portlands Limited share a common director, and therefore it could be said that the Respondent indirectly benefits from placing the contract for the work with Portlands, it is not necessarily the case that Portlands will be contracted as there will be a statutory consultation process, and in any event, the reasonableness of the Portlands quote is supported by the quotes obtained from other reputable local companies, which are within a similar range. If the contract is placed with Portlands, then Portlands will have to carry out the work – we do not accept that either the Respondent or Portlands would be the recipient of a windfall in this situation, as Mr Lecky asserted.
27. For all these reasons, we are satisfied that the service charge demand dated 19 November 2024 of £33,000 is reasonable and, there being no other dispute relating to its payability, payable by the Applicant.

Refund of fees

28. In light of our findings, we make no order requiring the Respondent to reimburse the tribunal fees paid by the Applicant.

Name: Judge K Neave

Date: 16 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.

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).