



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

Case reference : **LON/00AU/LSC/2025/0948**

Property : **53b Grosvenor Avenue, London N5 2NR**

Applicant : **Mr Nick Lewis**

Representative : **In Person**

Respondent : **London Borough of Islington**

Representative : **Mr Max Millington of Counsel**

Type of application : **Application under s.27A Landlord and Tenant Act 1985**

Tribunal members : **Judge N Hawkes**
Mr J Naylor FRICS FIRPM
Judge L Hussein-Venn

Venue and date of hearing : **2 February 2026 at 10 Alfred Place,
London WC1E 7LR**

Date of decision : **16 February 2026**

DECISION

Decision of the Tribunal

The Tribunal finds that the service charges in the total sum of £8,069.88, which form the subject matter of this Tribunal application, are reasonable and payable.

The application

1. The Applicant seeks a determination under section 27A of the Landlord and Tenant Act 1985 (“the 1985 Act”) as to whether service charges in the year 2025 relating to fire safety works (“the Fire Safety Charges”) are reasonable and payable.
2. Directions were issued by the Tribunal on 20 September 2025, leading to a final hearing.

The hearing

3. The final hearing took place at 10 Alfred Place, London WC1E 7LR on 2 February 2026.
4. The Applicant represented himself at the hearing. He was accompanied by an observer, Ms Nichola Kerr, who played no part in the proceedings.
5. Mr Max Millington of Counsel represented the Respondent. He was accompanied by Mr Alex Spigalo, a Legal Assistant, and by Mr Cosmin Tirca and Mr Richard Powell who are both employees of the Respondent Local Authority.
6. The Tribunal heard oral evidence of fact from:
 - (i) The Applicant;
 - (ii) Mr Richard Powell, who is a Project Manager in Respondent’s Home Ownership Services Department; and
 - (iii) Mr Cosmin Tirca, who is a Senior Project Manager in the Respondent’s Housing Property Services Department.
7. By paragraph 2 of the Directions dated 30 September 2025, the Applicant was directed to send to the Respondent:

“any signed witness statements of fact upon which the tenant relies including a witness statement from the applicant.”

8. The Applicant failed to serve any witness statement on the Respondent in accordance with this Direction. However, with the agreement of the Respondent, the Tribunal gave a direction pursuant to rule 6 of Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“the 2013 Rules”) permitting the Applicant to rely upon his statement of case as his witness statement, so that he could give oral evidence. The Tribunal notes that rule 3 of the 2013 Rules includes provision that dealing with a case fairly and justly includes avoiding unnecessary formality and seeking flexibility in the proceedings.
9. The Applicant attended the hearing without either a paper or an electronic copy of the hearing bundle, and he had not prepared any questions, in advance of the hearing, for the Respondent’s witnesses. The Respondent provided the Applicant with a clean paper copy of the hearing bundle and, after he had given evidence, the Tribunal adjourned for 35 minutes to give the Applicant time to prepare his questions for the Respondent’s witnesses outside the hearing room. This adjournment was proposed by the Tribunal notwithstanding that any preparatory work should have been undertaken in advance of the hearing.
10. The Tribunal also timed the lunch adjournment so that it took place after the Respondent’s closing submissions and extended the lunch adjournment to 1 hour and 20 minutes to give the Applicant additional time in which to prepare his closing submissions. The Respondent provided the Applicant with a paper copy of *Waler v Hounslow LBC* [2017] EWCA prior to the lunch adjournment.
11. The Tribunal informed the parties that all evidence and submissions would need to be presented orally at the hearing. This was so that each party would know exactly what the other party’s case was and how it was being presented, and so that any party with an alternative viewpoint would have the opportunity to make oral representations to the Tribunal in response to each point which was being raised. The Tribunal notes that, in *Arrowdell Limited v Coniston Court (North) Hove Limited* LRA/72/2005, it was held at [23] that the Tribunal “*must not reach a conclusion on the basis of evidence that has not been exposed to the parties for comment.*”

The background

12. This application concerns 53b Grosvenor Avenue, London N5 2NR (“the Property”). The Property is a one-bedroom flat in a Victorian house which has been converted into four flats (“the Building”).

13. The Respondent, Mr Nick Lewis, is the long lessee of the Property and the Applicant, the London Borough of Islington, is his landlord.
14. The Applicant's lease requires the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge.
15. 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 issues

16. The Applicant did not challenge the necessity of the work which gave rise to the First Safety Charges; the payability and apportionment of the relevant costs under the terms of his lease; the standard of the work which was carried out; or the reasonableness and payability of any management fees. The Tribunal was informed by the parties that they agree that no issues arise in these proceedings under the Building Safety Act 2022. The only issue in dispute was the reasonableness of the relevant costs, which the Applicant submitted are unreasonably high.
17. The total sum claimed by the Respondent in respect of the Fire Safety Charges was initially £11,291. The Respondent reduced this sum to £8,069.88 before the Applicant issued this Tribunal application by reducing and/or removing the charges for certain items in response to representations received from the Applicant. All of the remaining charges (set out under the various headings below) are challenged by the Applicant on the grounds that they are unreasonably high.
18. Having heard evidence and submissions from the parties, and having considered all of the documents provided, the Tribunal has made determinations on the various issues as follows.

The Tribunal's determinations

19. The requirement that costs be reasonably incurred does not mean that the relevant expenditure must be the cheapest available, although this does not give the landlord a licence to charge a figure that is out of line with the market norm (see *Waller v Hounslow LBC* [2017] EWCA Civ 45 in which reference is made to *Forcelux v Sweetman* [2001] 2 E.G.L.R. 173).
20. The Applicant relied upon a letter from his builder, Mr Sandor Nagy, in support of his challenge to the reasonableness of the service charges. He gave oral evidence that Mr Nagy has over 20 years' experience and that he is the Applicant's trusted builder.

21. However, the Tribunal was not able to place significant weight on the hearsay evidence of Mr Nagy because:
- (i) it was in the form of an unsigned letter with no statement of truth attached;
 - (ii) Mr Nagy did not himself set out details of his qualifications and experience;
 - (iii) it was not a like for like quotation; and
 - (iv) Mr Nagy did not give oral evidence so his evidence could not be tested through cross-examination.
22. Having seen and heard Mr Tirca and Mr Powell give evidence, the Tribunal accepts on the balance of probabilities their evidence which was largely unchallenged through cross-examination.
23. The items remaining in dispute are set out below (specifying the total costs for the Building in which the Property is situated rather than the Applicant's share). As stated above, there is no dispute concerning the manner in which the service charge costs are apportioned.

Single FD30(S) Fire Doors: £3,811.86 for two doors

24. Mr Nagy has provided a quotation from Howdens as evidence that the cost of a FD30 certified fire door is £181.32 plus VAT. The Respondent seeks to recover from the lessees of the Building the sum of £1,905.93 plus VAT per door for fire doors for use in the common areas. The Applicant submits that, as this is over 10 times more than the cost which appears in the Howdens quotation, the sum claimed by the Respondent is unreasonably high.
25. The Tribunal accepts, on the balance of probabilities, Mr Tirca's evidence that the Howdens quotation relates to a door leaf that has been tested independently in conjunction with a frame but that the leaf and frame as an integrated system in their quotation have not undergone full system testing. Consequently, Building Control will not approve doors of the type in the Howden quotation for use in common areas, although they may be acceptable within individual flats.
26. The Tribunal also accepts, on the balance of probabilities, Mr Tirca's evidence that the charge of £1,905.93 per door includes the cost of installation by a BM Trada-certified contractor, who supplies all relevant documents, and that this cost has not been included in the Howdens quotation.

27. On the basis of Mr Tirca's evidence, the Tribunal is satisfied that the Howdens quotation is not like for like. In the absence of any like for like quotations and/or expert evidence demonstrating that these costs fall outside the reasonable range, the Tribunal finds that these costs are reasonable and payable.

Heat and Smoke Detectors: £836.22

28. The Applicant submits that the cost of heat and smoke detectors should be reduced from in the region of £120 per fitting to £40 to £60 per fitting on the grounds that Mr Nagy paid £96 for three fittings which were compliant with new regulations. When giving oral evidence, the Applicant was not in a position to confirm that the alarms proposed by Mr Nagy would have the same functionality as the interlinked system which has been installed by the Respondent at the Building in accordance with the recommendations of a Fire Risk Assessment. Accordingly, the Tribunal is not satisfied on the balance of probabilities that the alternative contended for by the Applicant is like for like.
29. Further, the Tribunal accepts, on the balance of probabilities, Mr Tirca's evidence that:

"The total cost includes not only the price of the component itself, but also the associated labour, the contractor's overheads and profit margin, as well as the management costs incurred by the main contractor, which cover welfare provisions, health and safety compliance, site supervision etc."

30. These matters have not been addressed by Mr Nagy. In the absence of any like for like quotations and/or expert evidence demonstrating that these costs fall outside the reasonable range, the Tribunal finds that these costs are reasonable and payable.

Wire & Connect within Communal Area: £1,701.45

31. In the Scott Schedule, the Applicant submitted that it was not necessary to carry out this rewiring work because wiring was already present at the Building. However, in the course of giving his oral evidence, he accepted that the wiring at the Building was around 50 years old and so needed to be replaced with new wiring which could adequately support the new alarm and emergency lighting systems (which are hardwired).
32. Further, the Tribunal accepts, on the balance of probabilities, Mr Tirca's evidence that the pre-existing electrical wiring was approximately 50 years old and had significantly exceeded its 25 year service life. It was

therefore necessary to install new wiring to safely connect and power the new systems.

33. In the absence of any like for like quotations and/or expert evidence demonstrating that these costs fall outside the reasonable range, the Tribunal finds that these costs are reasonable and payable.

Internal light fittings: £3,382.84

34. The original charge was under this heading was £4,440. However, prior to the issue of the Tribunal application, the Respondent agreed to deduct £1,057.16 from this total. The deduction was in respect of the costs of and associated with installing light fixtures within storage cupboards, and it was made in response to representations from the Applicant that light fixtures within cupboards are unnecessary. Mr Tirca maintains that it is best practice to provide illumination within storage cupboards and electrical intake rooms, and this deduction appears to have been made without prejudice to his contention.
35. As regards the remaining light fixtures which were installed, the Applicant submits that the cost per fitting is unreasonably high because it is possible to obtain light fittings far cheaper from major suppliers.
36. Mr Tirca gave evidence, which the Tribunal accepts on the balance of probabilities, that the lights which were installed achieve 1 lux luminaire throughout the escape route to ensure visibility when exiting the Building in the event of an emergency and that the sums charged include labour and overheads.
37. In the absence of any like for like quotations and/or expert evidence demonstrating that these costs fall outside the reasonable range, the Tribunal finds that these costs are reasonable and payable.

Wireless Fuse Board: £651.60

38. The Applicant submits that the sum claimed is unreasonably high because a similar item is available from Screwfix for in the region of £250. The Tribunal accepts on the balance of probabilities Mr Tirca's evidence that:

"The cost includes the price of a metal-clad consumer unit (11-way), RCBOs, rewiring of the consumer unit, as well as overheads and profit for both the subcontractor and the main contractor."

39. The Screwfix indication is therefore not a like for like quotation. In the absence of any like for like quotations and/or expert evidence

demonstrating that these costs fall outside the reasonable range, the Tribunal finds that these costs are reasonable and payable.

Mounting Bases for Smoke & Heat Alarms: £ 836.22

40. The Applicant submitted that this service charge item is unnecessary because smoke alarms come with a mounting base.
41. The Tribunal accepts, on the balance of probabilities, the evidence of Mr Tirca that:

“This will integrate the Ei3000 Smartlink Module to enable wireless interconnection between the smoke alarm located in the common areas and the heat alarms installed within individual flats, ensuring connectivity with the designated gateway for system-wide communication and monitoring.

The cost is inclusive of all associated labour, materials, overheads and profit margins for both subcontractors and the main contractor.”

42. Accordingly, the Tribunal finds as a fact that the relevant costs were reasonably incurred and, in the absence of any like for like quotations or expert evidence to the contrary, finds that they are reasonable and payable.

Making Good “Carpenter painting”: £937.50

43. The Tribunal accepts on the balance of probabilities the evidence of Mr Tirca that:

“The amount referenced relates to the making good works required around each newly installed door (2 single doors and a double door). This cost, set at £312.50 per door, covers all necessary fire-stopping materials for sealing the new frame, along with any additional plastering and painting to ensure the finish matches the existing surfaces”

44. In the absence of any like for like quotations and/or expert evidence demonstrating that these costs fall outside the reasonable range, the Tribunal finds that these costs are reasonable and payable.

Blank Plates Colomious Switches at £16 per switch: £114.30

45. The Applicant states that these switches can be purchased for £0.80 at Screwfix so the cost is unreasonably high.

46. The Tribunal accepts on the balance of probabilities the evidence of Mr Tirca that:

“The cost associated with this item encompasses the removal of the existing Columbus switches, the installation of a blanking plate, as well as all related materials, overheads, and profit margins.”

47. In the absence of any like for like quotations and/or expert evidence demonstrating that these costs fall outside the reasonable range, the Tribunal finds that these costs are reasonable and payable.

Electrical Survey

48. The Applicant informed the Tribunal that he had been erroneously charged for two visits for an electrical survey. Mr Millington stated that it was agreed, prior to the issue of this application, that the Applicant was correct and that the second charge has been removed. There is therefore no issue in dispute for the Tribunal to determine under this heading. The history is set out, for the avoidance of doubt, because the matter was discussed at the hearing.

Section 20 consultation

49. With the agreement of the Respondent, the Tribunal permitted the Applicant to raise an issue which is not set out in the Scott Schedule or in his Statement of Case concerning the statutory consultation requirements pursuant to the 1985 Act.
50. The Applicant contended that the statutory consultation requirements have not been complied with because the leaseholders were not given the opportunity to nominate a contractor to carry out the work which forms the subject matter of this application and because they were only provided with one estimate for that work.
51. Section 20 of the 1985 Act provides for the limitation of service charges in the event that statutory consultation requirements are not met. The consultation requirements are set out in the Service Charges (Consultation Requirements) (England) Regulations 2003.
52. The Tribunal accepts the unchallenged evidence of the Respondent that the relevant works were carried out under a qualifying long-term agreement. The Tribunal also accepts Mr Millington’s submission that Schedule 2 of the Service Charges (Consultation Requirements) (England) Regulations 2003 applies in the case of qualifying long-term agreements and that it does not include the requirements which are contended for by the Applicant.

53. They are also not (as was suggested by the Applicant) contained in section 20 or section 20ZA of the 1985 Act. Section 20ZA of the 1985 Act provides that, where an application is made to the Tribunal for a determination to dispense with all or any of the consultation requirements in relation to any qualifying works, the Tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements.

Conclusion

54. The Tribunal has not made any deductions so the sum payable by the Applicant remains £8,069.88.

Applications concerning costs

55. At the conclusion of the hearing, the Respondent local authority agreed that no costs of these proceedings can be passed to the Applicant as either a service charge or an administration charge. Accordingly, having formally recorded this concession, the Tribunal makes no determinations in respect of the Applicant's applications for orders pursuant to section 20C of the 1985 Act and paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.

Name: Judge N Hawkes

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).