



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

**Case reference** : **LON/00AB/LSC/2025/0743**

**Property** : **47-53 Curzon Crescent, Barking, Essex  
IG11 0LA**

**Applicant** : **Naisreen Din (No. 47), John Webster  
(No. 49), Richard Darko-Sekyere (No.  
51) and Yusuf Mankda (No. 53)**

**Representative** : **In person**

**Respondent** : **London Borough of Barking &  
Dagenham**

**Representative** : **Ms Bleasdale, 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** : **Judge J Moate and Ms Beckwith MRICS**

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

**Date of decision** : **19 December 2025**

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**DECISION**

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## **Decisions of the tribunal**

- (1) The tribunal determines that the service charge for “Safer Neighbourhood” for the service charge years 2020-2024 is not reasonably incurred or payable by the Applicants.
- (2) The tribunal determines that the service charge for the community TV aerial for the service charge years 2020-2024 is not reasonably incurred or payable by the Applicants.
- (3) The service charges for the health and safety equipment maintenance (fire risk assessment) for the service charge years 2020-2024 was agreed between the parties as reasonably incurred and payable by the Applicants; the tribunal did not need to determine this issue.
- (4) The tribunal determines that the sum payable by the Applicants for the building insurance premium for the service charge years 2023 and 2024 are £1,100 and £1,178 respectively.
- (5) The tribunal determines that the sum of **£36,311.28** is payable by the Applicants in respect of the major works (£31,560.59 + £4,750.69).
- (6) The parties agreed that the amount payable into the reserve fund would be adjusted based on the amended service charge amount; the tribunal did not need to determine this issue.
- (7) The tribunal makes the determinations as set out under the various headings in this Decision.

## **The application**

1. The Applicants seek a determination pursuant to s.27A of the Landlord and Tenant Act 1985 (“the 1985 Act”) and Schedule 11 to the Commonhold and Leasehold Reform Act 2002 (“the 2002 Act”) as to the amount of service charges and (where applicable) administration charges payable by the Applicants in respect of the service charge years 2020-2025.

## **The hearing**

2. The hearing took place on 24 November 2025.
3. The Applicants Naisreen Din (“Ms Din”) and John Webster (“Mr Webster”) appeared in person at the hearing and the Respondent was represented by Ms Bleasdale of counsel.

### **The preliminary issues**

4. There were procedural issues at the start of the hearing as follows:
  - a) The Respondent had disclosed several documents late (including the invoices and the consultation notices) in breach of the directions of Judge Korn dated 27 May 2025.
  - b) The Respondent had belatedly provided an updated Schedule of Disputed Service Charges in the form of an excel spreadsheet setting out their amended charges following an internal review of the major works. This schedule had not been agreed by the Applicants.
  - c) The Bundle (prepared by the Respondent) was in several parts, each part paginated from page 1, making it difficult to find the relevant page reference without having several bundles open at once. This was in breach of the directions of Judge Korn which required one single bundle in PDF format.
  - d) Ms Bleasdale sought to rely on a Fire Risk Assessment and an insurance document which had not previously been disclosed.
5. The tribunal asked the Applicants which documents they had seen and which they were opposing. The Applicants confirmed that although they had received the invoices and consultation documents late, they had had sufficient time to consider them and were not opposing their inclusion. The Applicants did oppose the inclusion of the Fire Risk Assessment and the document from the Insurance Broker as they had not seen these before.
6. As to the state of the Bundle, the Applicants said they believed they had all the separate parts in paper form.
7. In respect of the updated Schedule of Disputed Service Charges the Applicants agreed that they would be willing to go through that Schedule line by line to check whether they agreed the amended contents.

### **The tribunal's decision on the preliminary issues**

8. Pursuant to Tribunal Rules 6 and 18, the tribunal has a wide discretion with respect to procedure and evidence. It may regulate its own procedure (Rule 6 (1)), extend or shorten time for complying with rule, practice direction or direction (Rule 6 (3)(a)) and admit or exclude evidence (Rule 18 (6)(b)).
9. Applying the overriding objective and to save time and expense, the tribunal decided to allow the Respondent to rely on the late invoices and consultation notices (as these were agreed) and to manage with the unwieldy bundle by asking Ms Bleasdale to provide two separate references for each page (one electronic and one paper). As to the Fire Risk Assessment and the updated Schedule of Disputed Service Charges

the tribunal decided to allow time over the lunchbreak for the Applicants to consider these and to hear submissions then.

10. The tribunal decided not to give permission for Respondent to rely on the documents from the Insurance Broker as the Applicants had already sought their own comparative insurance quotes based on the information available at the time. The tribunal considered it would be unfair for the Respondent to be permitted to rely on further insurance documents provided on the day of the hearing, over two months' late, as the Applicants would not have any opportunity to respond or find alternative quotes based on the new documents.

### **The background**

11. The property which is the subject of this application is a purpose-built block consisting of four 1-bedroom flats. In the Lease it is called "the Estate" as follows:

*Estate: 1.1.3. the Estate (in respect of which the Corporation is seized of a fee simple estate in possession) is in the area edged blue on the plan annexed hereto which bears the suffix "B" to its designation number (the Estate plan).*

12. Each individual flat is called "the property" in the Lease as follows (example taken from Flat 47):

*Property 1.1.6. the Property means the flat or maisonette described in the heading of this Lease and situate on the GROUND floor known as 47 CURZON CRESCENT BARKING ESSEX IG11 OLA together with the garden storeroom garage and parking space (if any) as the same is more particularly delineated and edged red on the plan or plans annexed hereto (referred to herein collectively and individually as the Property Plan) which bears a suffix incorporating the letter 'A' to its or their designation number.*

13. **For the avoidance of doubt "the property" referred to in this decision includes all four flats: 47-53 Curzon Crescent, Barking, Essex IG11 OLA.**

14. 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.

15. The Applicants hold long leases of the property which require the landlord to provide services and the tenants 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.

## **The issues**

16. After the determination of the preliminary issues, the parties identified the relevant issues for determination as follows:
- (i) The payability and/or reasonableness of service charges for the “Safer Neighbourhood” for the service charge years 2020-2024.
  - (ii) The payability and/or reasonableness of service charges for the community TV aerial for the service charge years 2020-2024.
  - (iii) The payability and/or reasonableness of service charges for the health and safety equipment maintenance for the service charge years 2020-2024.
  - (iv) The payability and/or reasonableness of the building insurance premium for the service charge years 2023-2024.
  - (v) The payability and/or reasonableness of service charges for contributions to the reserve fund for the service charge years 2021-2024.
  - (vi) The payability and/or reasonableness of service charges for the Major Works.
17. 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.

### **“Safer Neighbourhood” for the service charge years 2020-2024**

18. Ms Din and Mr Webster said they did not believe they should have to pay the Safer Neighbourhood charges because they did not receive this service and it was not needed. Mr Webster said that his window overlooked the street and that as he was retired, he was often at home looking out of the window. He hardly ever saw any “bobbies on the beat” – certainly they were not getting any higher service than the public in general. He said they already paid for a community police service as part of their tax, like everyone else.
19. Ms Din and Mr Webster further said that they considered the charge to be discriminatory because there were different charges for different groups of people in the area: freeholders (who were not asked to pay this charge), leaseholders (who were asked to pay a certain amount) and tenants (who were asked to pay the most). He said there was no basis for this differentiation and it was unfair because they all lived in the same area. If a service was being provided, it would benefit them all equally:

police would attend an incident relating to a freeholder just as they would attend an incident relating to a tenant.

20. The service charge demands in relation to this charge were £26 per flat (£104 for the property), each year.
21. Ms Bleasdale responded that the Safer Neighbourhood charge was payable under the Lease pursuant to clause 10.14 which provides as follows:

*10.14. Any other costs expenses and outgoings reasonably and properly incurred by the Corporation in connection with the management of the Estate*

22. Ms Bleasdale asserted that the Safer Neighbourhood service was being provided. The statement of Jake Cross set out the details of the Respondent's overall Crime and Enforcement Taskforce Team for the borough and how it was focused on council priorities across the borough.
23. There was no statement or other evidence giving specific details about how this service was connected to the management of the Estate itself or why an additional policing service was required above that provided to the public in general. The Respondent had not disclosed any contract or invoice for this service. There was no statement in response to the Applicant's contention that the charging was discriminatory.

### **The tribunal's decision**

24. The tribunal determines that the service charge for "Safer Neighbourhood" for the service charge years 2020-2024 is not reasonably incurred or payable by the Applicants.

### **Reasons for the tribunal's decision**

25. The Lease is widely drafted, which means that in theory, the Safer Neighbourhood service could fall within the terms of the Lease. However, pursuant to s19 of the Landlord and Tenant Act 1985 relevant costs shall only be taken into account in determining the amount of service charge payable to the extent they are reasonably incurred.
26. The tribunal found that the Applicants had made out a prima facie case that the charge was unreasonable based on their witness evidence that the service was not being provided, it was not needed and that the charge was discriminatory. The Respondent had failed to provide any evidence in response to that prima facie case.

27. The tribunal did not consider it reasonable for the Respondent to charge for an additional policing service, beyond that provided to the public in general, without providing any rationale for such service, any contract, any invoice or any statement giving details of the service provided and explaining why it was reasonably needed for the management of the property.

**Community TV aerial provision and servicing for the service charge years 2020-2024**

28. The Applicants said that they believed the community TV aerial was fitted in around the year 2000. None of the leaseholders have ever been connected to it, they did not use the community TV aerial and they did not understand why there was an ongoing service charge when a TV aerial is a one-time fitting. They did not need or want this provision.
29. The charge per year was £113.12 (whole block) in 2020, increasing every year to £127.40 in 2024.
30. Ms Bleasdale contended that the Respondent had an obligation to provide an aerial pursuant to paragraphs 6.2 and 9.4 of the Lease which provide:

*Provide Services*

*6.2 . . . to manage the Estate in such reasonable manner as it thinks fit and to carry out the obligations and provide the services specified in Part Two of the Fourth Schedule hereto on the terms specified in that Schedule*

*9.4. to maintain repair and renew such television and radio receiving aerials or land-lines or other such conducting media as may now or at any time hereafter be installed on the Estate by or on behalf of the Corporation and are used or available for use by the Lessee*

31. Ms Bleasdale said that the Respondent had provided the aerial and it was up to the leaseholders whether they connected to it or not. She referred to the statement of Jake Cross which said that: “*The TV aerial charge relates to LBBB’s current contract with Stanley Security UK. The Equipment at the block is leased to LBBB and is charged accordingly to the number of flats that are connected with the equipment*”.
32. Ms Bleasdale could not identify any contract with Stanley Security UK or any invoice for this service. Equally, there was no statement or other evidence from the Respondent setting out what service was being provided to the property, when or how, or for what purpose.

### **The tribunal's decision**

33. The tribunal determines that the service charge for the community TV aerial for the service charge years 2020-2024 is not reasonably incurred or payable by the Applicants.

### **Reasons for the tribunal's decision**

34. The Lease is widely drafted, which means that in theory, the community TV aerial charge could fall within the terms of the Lease. The tribunal did not agree with Ms Bleasdale that the Respondent was obliged to provide a TV aerial under the terms of the Lease. The Lease provides for the maintenance, repair and renewal of such television and radio receiving aerials or land-lines [etc] as may be installed; it does not require them to be fitted, such fitting is a management choice which would need to be reasonable pursuant to clause 6.2 of the Lease. Notwithstanding, it was not disputed that a TV aerial was fitted, rather that the applicants did not want or need it and they were not connected to it.
35. The issue is that any service charges incurred must be reasonably incurred. The tribunal found that the Applicants had made out a prima facie case that the ongoing charge was unreasonable based on their witness evidence that the installation of a TV aerial (if any) should have been a one-off charge, that they were not aware of any maintenance service being provided and that none of the residents were connected to the aerial. The Respondent had failed to provide any evidence in response to that prima facie case.
36. The tribunal did not consider it reasonable for the Respondent to charge annually for providing and servicing a community TV aerial without preparing a statement explaining its purpose or identifying a contract or invoice in respect of the service allegedly provided.

### **Health and Safety Equipment Maintenance for the service charge years 2020-2024**

37. The Applicants were concerned, and Ms Bleasdale agreed, that this item had been misnamed in the service charge demand as it was described as health and safety equipment maintenance, when in fact it was for fire risk assessment which took place every 3 years with the cost being spread out annually.
38. After the lunchbreak, having read and considered the belatedly disclosed Fire Safety Risk Assessment document, the Applicants agreed that they were prepared to pay for this service and that they would concede this point.

39. **It was agreed between the parties that the charge for Health and Safety Equipment Maintenance for the service charge years 2020-2024 was reasonable and payable. The tribunal did not therefore need to determine this issue.**

**The building insurance premium for the service charge years 2023-2024**

40. The Applicants observed that there had been a significant increase in the building insurance premiums in the service charge years 2023 and 2024. The premium for the property had increased from £893.04 in 2022 to £1,761.04 in 2023 and £2,464.40 in 2024. They did not understand why the premium had increased above the rate of inflation. They had requested but not received a certificate, insurance policy or any other documentation from the Respondent about the building insurance premiums. They were concerned that they were paying a higher price because they were being lumped together with tower blocks which were more expensive to insure. The Applicants had sought comparative insurance quotes for their block in the year 2025-2026 as follows:
- a) £1,323.41 – UK Insurance Net
  - b) £1,109.61 – Amica Insurance Brokers (Commercial Express)
  - c) £1,316.11 – Edison Ives (Commercial Express)
  - d) £963.25 – Right Sure
41. The Applicants had calculated the mean of these four figures to be £1,178 which they considered to be a reasonable amount to pay for the service charge year 2024. As to the service charge year 2023, they said it was not possible to obtain retrospective quotes, but their backdating research gave them a figure of £1,100.
42. Ms Bleasdale explained that the Respondent had obtained insurance cover across their property portfolio. She referred to the Respondent’s Cabinet discussion document dated 20 June 2023 which showed that their previous insurer Avid had lost their re-insurance capacity provider and were unable to provide renewal terms beyond 29 September 2023. Ms Bleasdale explained that the Respondent had faced an unexpected situation and had gone back out to tender via their insurance broker, Gallagher. They found that insurance costs had increased significantly due to a “hard market” and that because London has a high concentration of leaseholders with significant numbers of tower blocks, this created a greater catastrophe exposure for insurers. Insurers were increasingly focussing on the amount of assets they insure in any one geography and de-risking themselves where concentration is too high and/or increasing pricing accordingly. Ms Bleasdale asserted that the tender process (on which the Respondent had consulted) had produced one tender, Protector Insurance, who could cover all properties within the portfolio at a much higher price.

43. As to the individual insurance costs for the property, Jake Cross explained in his statement that the insurance cost was one single premium which was divided up over multiple flats, the amount payable for each flat being calculated based on the number of bedrooms. The Respondent did not have a document setting this out or showing how the charges were divided.
44. The tribunal asked if the Respondent had considered splitting the portfolio into separate blocks to reduce the cost to individual leaseholders. Ms Bleasdale asserted that the management cost of doing this would be higher and that the broker had found the best and/or cheapest option. The tribunal asked if the Respondent had any evidence in support of that assertion and/or whether Gallagher had provided a statement setting out the cost considerations for different blocks. Ms Bleasdale stated that there was no evidence on this point.

### **The tribunal's decision**

45. The tribunal determines that the amount payable in respect of the Building Insurance Premium for 2023 is £1,100 and 2024 is £1,178.

### **Reasons for the tribunal's decision**

46. The question for the Tribunal is whether the service charge payable in respect of the building insurance premium is reasonably incurred (Section 19 Landlord and Tenant Act 1985).
47. As per the decision of Court of Appeal in *The London Borough of Hounslow v Waaler* [2017] EWCA Civ 45 [2017], 1 W.L.R. 2817, (approving *Forcelux Ltd v Sweetman* [2001] 2 EGLR 173) referred to in the Respondent's skeleton argument, the phrase "reasonably incurred" is a two stage test: (1) was the decision-making process reasonable; (2) is the sum to be charged reasonable in the light of market evidence.
48. Whilst the landlord is not required to find the cheapest possible building insurance premium on the market, they must take reasonable steps to test the market.
49. The Lease for Flat 47 (the other leases are in similar form) provides as follows:

#### *PART TWO (Covenants by Corporation) Insure*

*6.1. To insure and keep insured the Property and at the discretion of the Corporation any other part of the Estate against loss or damage by fire tempest flood and such other risks as are at the date hereof or as may from time to time at the discretion of the*

*Corporation be included in the respective insurance policies maintained by the Corporation in respect of premises owned by it similar in kind to the property being insured in the full reinstatement value thereof and whenever required produce to the Lessee evidence of the most recent payment of premium for the same and shall if so required permit the Lessee to inspect the said policy or policies of insurance on any week day (except public holidays) between the hours of 9.30 a.m. and 4.30 p.m. at 90 Stour Road Dagenham Essex and (subject to sub-paragraph 2 of this paragraph) to cause all monies received by virtue of such insurance to be laid out in the re-repair rebuilding or reinstatement of the property to which such relate.*

50. Applying the two-stage test in *Forcelux Ltd v Sweetman* the Tribunal is not satisfied on the balance of probabilities that the premiums of £1,761.04 in 2023 and £2,464.40 in 2024 were reasonably incurred.
51. In respect of stage (1) the Tribunal is not satisfied that the decision-making process was reasonable. The only decision-making process disclosed by the Respondent was the Cabinet discussion paper, which dealt with insurance across the Respondent's entire property portfolio. There was no evidence of any decision-making with respect to the property. Nor was there any evidence of consideration by the Respondent *in respect of premises owned by it similar in kind to the property being insured*, pursuant to the clause 6.1 of the Lease. There was no evidence to show that the Respondent had *produced to the Applicants evidence of the most recent payment of premium* or permitted the Applicants to inspect the insurance policy or policies of insurance as required by clause 6.1 of the Lease.
52. In the directions dated 27 May 2025 Judge Korn directed at paragraph 4 that the Respondent should provide by 09 September 2025
  - copies of all relevant invoices relating to the matters disputed by the Applicants in the schedule.
  - copies of all documents (including any colour photographs) and correspondence upon which the Respondent intends to rely
  - a statement (if not already contained within the comments in the schedule) setting out the relevant service charge provisions in the lease and any legal submissions in support of the service charges claimed.
53. Despite this direction the Respondent did not provide a statement setting out the relevant service charge provisions for insurance in the Lease or legal submissions in support of the insurance charge claimed. Further, the Respondent did not provide any invoice, policy or other documentation in support of the 2023 and 2024 building insurance premium until they appeared in the bundle just before the hearing.

54. The tribunal considered the Respondent's assertion that it would not have been cost effective to split the premium into portions of properties similar in kind (as anticipated by clause 6.1 the Lease). However, in the absence of any evidence showing what, if any, consideration there was in respect of insurance premiums for the property (as opposed to the entire portfolio as set out in the Cabinet discussion document) or how the individual payments were calculated, the tribunal finds this assertion to be speculative.
55. The tribunal noted the Cabinet discussion document. However, the tribunal finds it likely that if the insurance for the Property was not bundled together with other properties which were not similar in kind, such as tower blocks, it would be significantly lower. The tribunal finds this to be what was envisaged by Clause 6.1 of the Lease and that the Respondent should have considered this as part of its decision-making process. Accordingly, the tribunal finds that based on the information before it, the Respondent's decision-making process was not reasonable.
56. In respect of stage (2) the Tribunal is not satisfied that the sum charged is reasonable in the light of market evidence because the Respondent failed to rebut the prima facie case that the sum charged was excessive in the light of the quotes the Applicants had obtained. The tribunal noted the Respondent's contention that it had gone to tender following consultation and that there was only one tender available. In one sense, that is market evidence. However, only one market was tested: that of the Respondent's entire portfolio. That was obviously very different to the insurance market for the property or properties similar in kind, as demonstrated by the Applicants' quotes.
57. The tribunal notes Ms Bleasdale's submission that the information provided by the Applicants regarding the alternative quotes does not enable any comparison to be made to check whether the alternate quotes are like for like, what is the sum insured, what risks are covered, whether there is there an excess or exclusions. However, the Respondent only has itself to blame for that, it having failed to provide the relevant insurance documents to enable the Applicants to seek more accurate comparative quotes.
58. In the circumstances, the tribunal finds that the figure obtained by taking the mean of the four insurance quotes provided by the Applicants in 2025 is the closest estimate of a reasonable sum to be charged for insurance for the property based on market evidence for the service charge year 2024. The tribunal also accepts the Applicant's backdating figure for the service charge year 2023 (for which it is not possible to obtain a quote).
59. Accordingly, the Tribunal finds that and that the premiums payable for 2023 and 2024 should be £1,100 and £1,178 respectively.

## **Major Works**

60. The Applicants accepted that the Respondent had consulted over the major works. The dispute was over the payability and reasonableness of the following items:
- a) Access (scaffolding);
  - b) Roof works;
  - c) Windows (the cost for these was agreed at £0)
  - d) Doors;
  - e) Rainwater goods;
  - f) Concrete works;
  - g) Internal walls;
  - h) Mechanical and electrical;
  - i) Fire safety works (the costs for these was agreed at £0)
  - j) External works;
  - k) Asbestos (the costs for this were agreed at £450);
  - l) Other.
61. As set out above, Ms Bleasdale had provided a helpful schedule which set out the original charge for each item, the amended charge proposed by the Respondent following an internal review, the Applicants' offer with reasons and the Respondent's comments. The schedule is attached herewith. Before the lunchbreak the tribunal went through the schedule line by line to identify what issues were outstanding and to check the Applicants agreed the schedule. The Applicants had a further opportunity to go through the schedule during the lunchbreak. The Applicants confirmed they agreed the amended schedule.
62. Each of the items in dispute on the major works schedule are set out below.

## **Access**

63. The scaffold charge for the property was £6,937.97. The Applicants had not offered to pay anything.
64. The Applicants argued that the cost of the scaffolding was excessive because it was erected for the purpose of completing the rendering (which the Respondent accepted was not done properly) and the roof works which took half a day. The Applicants said they should not have to pay for the scaffolding being left up for longer, as this was unnecessary. Furthermore, the scaffold had cracked part of the concrete which the Applicants were concerned they would need to pay for.
65. The Applicants had sought their own comparative quote for scaffolding which established that the average scaffold cost for 4 weeks was £4,633 plus VAT (£5,559.60).

66. Ms Bleasdale on behalf of the Respondent argued that they had gone through a competitive tendering process for the cost of the scaffold (as part of the overall tender) and the cost obtained from United Living was the best value. She submitted that the Applicants' own evidence as to the scaffold cost was not substantially different to the cost charged by the Respondent.
67. Mr Aniemeka gave evidence that the scaffold had been necessary for the rendering and the roof work and the cost was not based on the amount of time the scaffold was in situ. The Respondent had already deducted the cost of the poor rendering and the extension of time. Mr Aniemeka accepted the concrete had been damaged by the incorrectly installed scaffold and agreed that the Respondent would not charge via the service charge accounts to the leaseholders any cost arising from the damage/repair to the concrete caused this.

### **The tribunal's decision**

68. The tribunal determines that the amount payable in respect of Access (the scaffold) is **£6,937.97**.

### **Reasons for the tribunal's decision**

69. The cost of the scaffold was subject to competitive tendering and was the best value quote. The tribunal found that the cost was reasonable when compared to the Applicants' own quote (for a period for 4 weeks) and that the scaffold was necessary for the rendering and roof works. The fact that the scaffold had stayed up for longer than necessary had already been taken into account in the deduction for "extension of time" and the scaffold cost was in any event not time dependent.
70. In the circumstances the tribunal found that the cost for Access (the scaffold) was reasonably incurred. The tribunal noted the Respondent's concession with regard to any subsequent cost to repair the concrete damage.

### **Roof works**

71. The cost charged for the roof works is £3,034. The Respondent offered £637 for this work.
72. The Applicants contended that the roof works were not completed properly because the contractor had only been up on the roof for a limited period of time. They believed the old felt had not been removed.
73. Ms Bleasdale on behalf of the Respondent contended that the roof works had been completed properly and this allegation was unfounded. She

said the Respondent had gone through a competitive tendering process for the cost of the roof works (as part of the overall tender) and the cost obtained from United Living was the best value.

### **The tribunal's decision**

74. The tribunal determines that the amount payable in respect of the roof works is **£3,034**.

### **Reasons for the tribunal's decision**

75. The cost of the roof works was subject to competitive tendering and was the best value quote. The tribunal found there was no evidence in support of the Applicants' contention that the roof works had not been properly completed.
76. In the circumstances the tribunal found that the cost for the roof works was reasonably incurred.

### **Doors**

77. The amended cost charged for the doors is £8,360. The Respondent offered £6,691 for this work.
78. The Applicants contended that the locks on the doors had not worked initially and they were poorly fitted (although they accepted these issues had now been fixed). They provided alternative quotes for the doors which were £1,741.25 per door (including installation). The Applicant's believed there were four doors fitted.
79. The Respondent argued that the locks and installation issues had been remedied and that there were 5 doors fitted. The Applicant's subsequently accepted this. The cost of 5 doors based on the Applicants' quote was £8,706.25, higher than what the Respondent was charging.

### **The tribunal's decision**

80. The tribunal determines that the amount payable in respect of the doors is **£8,360**.

### **Reasons for the tribunal's decision**

81. Any issues with the doors had been resolved and the only remaining dispute was over the cost per door. As there were 5 and not 4 doors fitted, the cost charged was lower than the Applicants' own quote.

82. In the circumstances the tribunal found that the cost for the doors was reasonably incurred.

### **Rainwater goods**

83. The cost charged for the rainwater goods is £3,632.29. The Respondent offered £495 for this work.
84. The Applicants contended that the cost of this work was excessive. They had asked a friend/acquaintance to give them an alternative quote.
85. Ms Bleasdale on behalf of the Respondent submitted that the Applicants' quote did not reference the same specification or the replacement gully – it did not compare like with like.

### **The tribunal's decision**

86. The tribunal determines that the amount payable in respect of the roof works is **£3,632.29**.

### **Reasons for the tribunal's decision**

87. The cost of the rainwater goods work was subject to competitive tendering and was the best value quote. The tribunal found there was no evidence in support of the Applicants' contention that the rainwater goods work was excessive as their own quote was informal and did not include the same specification. The Applicants had not made out a prima facie case that the charge was unreasonable.
88. In the circumstances the tribunal found that the cost for the rainwater goods works was reasonably incurred.

### **Concrete works**

89. There was a significant dispute over the "concrete works" which included brickwork and other external wall work. The cost charged was £3,468.04 (adjusted from £12,383.19) and the Applicants offered to pay £2,730.
90. The Applicants alleged that the rendering was inadequate, limited pointing had been carried out and queried the concrete works. They showed photographs of an area of re-pointing and compared that with another area where no pointing had been carried out. They contended that there had been minimal patch repairs and that they were concerned the rendering might need to be re-done at their expense.
91. Ms Bleasdale on behalf of the Respondent confirmed that they had already deducted the entire cost of the rendering. The Respondent

accepted that the render was aesthetically inadequate but physically satisfactory and would not need to be re-done. The amended cost was for pointing, brickwork and concrete work.

92. Mr Aniemeka gave evidence about the pointing and render. He confirmed that based on the photos he could see that pointing had been carried out in multiple places, along with individual brick repair. However, when asked about which items on the specification had been completed, he was unable to explain what “Fillet”, “Perp” and “Redundant fittings” were and he could not confirm if those works had been completed.

### **The tribunal’s decision**

93. The tribunal determines that the amount payable in respect of the concrete works is **£2,924.08**

### **Reasons for the tribunal’s decision**

94. The cost of the concrete works had already been substantially reduced to include the cost of pointing and concrete works only. The tribunal accepted Mr Aniemeka’s evidence that the pointing and concrete works had been mainly carried out as specified; it was not persuaded by the Applicant’s case that this work was unsatisfactory. However, the tribunal considered that it was not reasonable to charge for items which Mr Aniemeka was unable to identify or confirm as completed. The tribunal therefore deducted the charges for “Perp”, “Fillet” and “Redundant fittings”.
95. In the circumstances the tribunal found that the cost for the concrete works was reasonably incurred (as amended) save for £543.96.

### **Internal walls**

96. The cost charged for the internal walls is £1,566.13. The Respondent offered £800 for this work.
97. The Applicants contended that the internal walls were not decorated satisfactorily and that scars had been left on the wall.
98. Ms Bleasdale on behalf of the Respondent contended that the decoration had been completed and that a deduction had already been made in respect of the Professional Be First fees by way of compensation.

### **The tribunal’s decision**

99. The tribunal determines that the amount payable in respect of the internal decoration is **£460.69**.

### **Reasons for the tribunal's decision**

100. The photographs, which were not disputed by the Respondent, clearly showed large “scars” and discoloration on the internal walls, along with a crack across the ceiling. The tribunal found it was unreasonable to charge for the internal wall and ceiling painting given the inadequacy of the work. The Professional Be First fees was a separate issue. The tribunal allowed the charge for decorating the soil stacks as there was no dispute about this.
101. In the circumstances the tribunal found that the cost for the internal painting was limited to the soil stacks at £460.69.

### **Mechanical and electrical**

102. The cost charged for the mechanical and electrical works is £4,701.56. The Respondent offered £2,500 for this work.
103. The Applicants contended that the costs for this work was excessive and had caused decorative damage to the ceiling. They asked a friend/acquaintance to give them a comparative estimate for this work and had an informal quote for £1,189.20.
104. Ms Bleasdale on behalf of the Respondent submitted that the Applicants’ quote did not reference the same specification – it did not compare like with like. She repeated that the Applicants’ quote had been obtained through competitive tendering.

### **The tribunal's decision**

105. The tribunal determines that the amount payable in respect of the mechanical and electrical works is **£4,701.56**.

### **Reasons for the tribunal's decision**

106. The cost of the mechanical and electrical works was subject to competitive tendering and was the best value quote. The tribunal found there was no evidence in support of the Applicants’ contention that the cost for mechanical and electrical work was excessive as their own quote was informal and did not include the same specification. The Applicants had not made out a prima facie case that the charge was unreasonable.

107. The tribunal noted that there had been damage to the internal ceiling but that a deduction for that damage had been reflected under the “internal walls” heading above.
108. In the circumstances the tribunal found that the cost for mechanical and electrical works reasonably incurred.

### **External works**

109. The cost charged for the external works is £1,060. The Respondent offered £0 for this work.
110. The Applicants contended that there was no explanation for this charge and they did not know whether these external works had been carried out.
111. Mr Aniemeka gave evidence that this cost was for the removal of bulk waste and included the cost of a skip and hardcore clearance. He confirmed this work had been carried out.

### **The tribunal’s decision**

112. The tribunal determines that the amount payable in respect of the external works is **£1,060**.

### **Reasons for the tribunal’s decision**

113. The dispute was over what the work included and whether it had been completed. The tribunal accepted Mr Aniemeka’s evidence that this was for bulk waste and hardcore clearance and that it had been completed.
114. In the circumstances the tribunal found that the cost for external works was reasonably incurred.

### **Other costs**

115. The other disputed costs were for preliminaries, contractors overheads/profits and admin charges. The amended cost for preliminaries was £7,348 (the Applicants offered £2,800), the cost for overheads/profits was £2,292 (the Applicants offered £0) and the cost for admin charges was £146 (the Applicants offered £0).
116. The Applicants contended that there was no explanation for the charge for preliminaries and it was excessive, given the size of the property. They believed there might be double charging. They did not consider there should be an additional charge for overheads/profits or admin.

117. Mr Aniemeka gave evidence that the preliminaries cost included welfare, security and portacabins amongst other things. He said he had a list in the office of everything which was included but unfortunately this was not in the bundle and he could not remember item by item. He insisted there was no double charging and that he had been through the list with a fine toothcomb and removed charges for anything which he considered to be unfair.
118. As to overheads/profits, he said this calculation was based on a percentage formula of 3% for overheads and 2% for profits. Mr Aniemeka pointed out that the Respondent had already deducted the entire fee for Professional Be First to reflect that certain works were not carried out to a reasonable standard.

### **The tribunal's decision**

119. The tribunal determines that the amount payable in respect of the preliminaries is £3,026.66, overheads is £946.82, profits is £631.21 and the admin charge is £146. The total sum for "other costs" is **£4,750.69**.

### **Reasons for the tribunal's decision**

120. The tribunal noted with concern the lack of documentation in support of the cost for preliminaries but accepted Mr Aniemeka's evidence that there was a long list of items included in this figure, that the Respondent had not double charged and that preliminaries were a necessary part of the overall cost of the works.
121. In the absence of supporting evidence on this point, the tribunal turned to the tender report of Potter Raper at page 13/19 and found that 9.59% was allocated for preliminaries. Applying that percentage to the overall sum of £31,560.59 which was the total cost of the major works (as determined as reasonable and payable by the tribunal) not including the "other costs" under this heading, the tribunal calculated the amount payable for preliminaries to be **£3,026.66**.
122. The tribunal was not persuaded that the Applicants had made out a prima facie case that the overheads at 3%, profits at 2% and the admin charge of £146 were not payable; these were standard industry charges and were reasonably incurred, especially in the light of the other significant deductions and concessions by the Respondent. Applying these percentages to the overheads and profits, the tribunal calculated the amounts payable to be £631.21 for profits at 2% and £946.82 for overheads at 3%.

**Name:** Judge J Moate

**Date:** 19 December 2025

### **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).