



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

**Case Reference** : **MAN/00BN/LSC/2024/0240  
MAN/00BN/LSC/2025/0629**

**Property** : **Flats 1, 2, 3, 4 & 6 Fortuneswell Court, 2  
Moorland Road, Didsbury, Manchester, M20  
6LS**

**Applicants** : **Paul Taylor & Theresa Carr, Robert Aston,  
Jenny Kitchener, Kelly Gilmore and Keith  
Heywood**

**Representative** : **Keith Heywood**

**Respondent** : **Great Places Housing Association**

**Type of Application** : **Landlord and Tenant Act 1985 – s 27A  
Commonhold and Leasehold Reform Act  
2002 –Sch 11 para 5A  
Landlord and Tenant Act 1985 – s 20C**

**Tribunal Members** : **Tribunal Judge S. Westby  
Tribunal Member S. Latham MRICS**

**Date of Decision** : **3 March 2026**

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**DECISION**

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## **Decision**

- (1) The Tribunal makes the determinations as set out under the various headings in this Decision.
- (2) Under Section 20C of the Landlord and Tenant Act 1985, no costs incurred by the Respondent in connection with these proceedings are to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the Applicant.
- (3) Under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002, any liability of the Applicant to pay any administration charges is extinguished in respect of litigation costs relating to these proceedings.

## **Reasons**

### **Introduction and Background**

1. This matter concerns two consolidated applications under s27A of the landlord and Tenant Act 1985 ('the 1985 Act') relating to service charges for the years 2023/24 and 2024/25. The applications were initially made by Keith Heywood, the long leaseholder of Flat 6. The Tribunal has, however, received letters of authority from other leaseholders who wished to be joined as applicants to the proceedings and wished Mr Heywood to represent them in the matter. At the date of the hearing, the Tribunal had received letters of authority from the following individuals who are all joined as applicants in this matter:

Name:	Flat number at the Property:
Mr Paul Taylor & Ms Theresa Carr	Flat 1
Mr Robert Aston	Flat 2
Ms Jenny Kitchener	Flat 3
Ms Kelly Gilmore	Flat 4

2. The applications are made in respect of the flats named above which are situated at Fortuneswell Court, 2 Moorland Road, Didsbury, Manchester, M20 6LS ('the Property').
3. The applications include a request for an order preventing the costs incurred in connection with these proceedings from being recovered as part of the service charge, as well as an order reducing or extinguishing the Applicant's liability to pay a particular administration charge in respect of costs incurred in connection with these proceedings, pursuant to s.20C of the 1985 Act and paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.
4. It was clarified at the outset of the hearing that Great Places Housing Association is the landlord of the Property and is the entity entitled to receive the service charges due under the leases. Consequently, it was agreed that Great Places Housing Association was the correct Respondent for the purposes of these proceedings.
5. The Property consists of a purpose-built block containing 6, one or two-bedroomed flats.
6. The Tribunal has a copy of lease for flat 6 ("the Lease"). It was confirmed by the Applicant and the Respondent that the leases for the other flats are in similar terms. The terms of the Lease were not in dispute. Pursuant to clauses 3(2)(b) and 7(2) of the Lease, the Applicants covenanted to pay the service charge, calculated in accordance with the terms of the Lease, on the stated dates.

### **Directions**

7. Directions were initially set on 8 April 2025. Following a case management hearing on 9 October 2025, a subsequent directions order, dated 9 October 2025, was issued setting new directions and listing the matter for a substantive hearing on 2 February 2026.

### **The Hearing**

8. The Tribunal did not inspect the Property. The hearing took place in person on 2 February 2026 at the Tribunal's hearing centre in Manchester. The Applicants were represented by Mr Heywood and the Respondent by Ms McLoughlin of Plumlife Management.
9. The Tribunal was provided with two separate bundles, one from the Applicant and one from the Respondent, both of which had been sent to the Tribunal office on 28 January 2025.

### **The Law**

10. S.18 of the 1985 Act defines the concept of "service charge" and "relevant costs":  
  
“(1) In the following provisions of this Act “service charge” means an amount payable by a tenant of a dwelling as part of or in addition to the rent –
  - (a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and
  - (b) the whole or part of which varies or may vary according to the relevant costs.  
(2) The relevant costs are the costs or estimate costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with matters for which the service charge is payable.”
11. S.19 of the 1985 Act gives this Tribunal the jurisdiction to determine the reasonableness of any service charge:  
  
“(1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period-
  - (a) only to the extent that they are reasonably incurred, and
  - (b) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard; and the amount payable shall be limited accordingly.”

12. The application also requires the Tribunal to consider s. 27A of the 1985 Act in respect of the service charge items in dispute. S. 27A(1) provides:

“An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to-

- (a) the person by whom it is payable,
  - (b) the person to whom it is payable,
  - (c) the amount which is payable,
  - (d) the date at or by which it is payable, and
  - (e) the manner in which it is payable.”
13. The Tribunal notes the following passage from the judgment of Martin Rodger KC in *Enterprise Home Developments LLP v Adam* [2020] UKUT 151 (LC) at [28]: “Much has changed since the Court of Appeal’s decision in *Yorkbrook v Batten* but one important principle remains applicable, namely that it is for the party disputing the reasonableness of sums claimed to establish a prima facie case.”

### **The Issues**

14. The specific service charge items in dispute are set out in a Scott schedule prepared by the Applicants and to which the Respondent has responded (“the Schedule”).
15. Having heard submissions from the parties and having considered the documents provided, the Tribunal has made determinations on the issues contained in the Schedule as follows:

### **Communal Cleaning/ Caretaker Services**

16. The Applicants dispute this charge in respect of both the service charge years 2023/24 and 2024/25.

17. In respect of both service charge years, the Applicants contend that the communal cleaning charges are unreasonably incurred. The Applicants states that since 2023/24, the cleaning has been carried out by the Respondent's in-house team and equates to a 'charge out rate' of £44 per hour. The Applicants also complain that the cleaning is now carried out fortnightly, rather than weekly.
18. The Respondent states that there was no cleaning charge in the 'actual' (as opposed to budgeted) accounts for 2023/24. The Respondent confirms that cleaning is now being carried out in-house due to quality issues with the previous cleaning contractor, Idverde. The Respondent states that because of these issues, and due to an error on its part, it did not charge the Applicants for in-house cleaning services carried out in the service charge year 2023/24.
19. Ms McLoughlin confirmed that, from 2024/25, the charges for cleaning come under the heading 'Caretaker Services' in the accounts. The block charge for caretaker services for 2024/25 was £795.71 and there was an additional charge of £114.60 shown under communal cleaning. The £114.60 is in respect of a disputed invoice from Idverde. The invoice was ultimately paid by the Respondent, hence why it was included in the accounts; however, the Respondent confirmed, both in written submissions and orally at the hearing, that it would refund the sum of £114.60 back to the service charge accounts in respect of this invoice.
20. Accordingly, the amount in dispute for 2024/25 is the caretaker services charge of £795.71.

#### The Tribunal's decision and reasons

21. The Tribunal has considered the accounts for both service charge years. The 2023/24 accounts show that no communal cleaning charge was applied, and indeed the accounts record a refund. As there is no charge, no determination is required for that period.
22. For 2024/25, the Tribunal accepts that the Respondent's relabelling the cleaning costs as "Caretaker Services" without clear communication contributed

significantly to the dispute. Nevertheless, based on the evidence, the annual amount of £795.71 equates to approximately £30 per visit for 26 visits, and the Respondent’s unchallenged evidence is that each visit involves roughly an hour of work covering the hallway, stairway, and windowsills. The Tribunal is satisfied that this level of expenditure is reasonable.

23. The Tribunal also considers the shift from weekly to fortnightly visits to be justified. The block contains only six flats, and no complaints were reported regarding cleanliness or of substandard work. On that basis, the Tribunal finds both the frequency and the cost of the service reasonable.
24. The Tribunal determines that the amount payable of service charge payable for 2024/25 is as follows:

**Communal Cleaning/ Caretaker Services**

Service Charge Year:	2024/25
Communal Cleaning amount payable	£0.00
Caretaker Services amount payable	£795.71

**Window Cleaning**

25. The service charge accounts show that £1,073.40 was charged for window cleaning in service charge year 2023/24 (against a budgeted sum of £448.99) and £826.08 in 2024/25 (against a budgeted sum of £540.00).
26. During the hearing, and also within its written submissions, the Respondent confirmed it was agreeable to cap the 2023/24 window cleaning costs at the budgeted amount of £448.99, and would refund the difference of £624.41 back to the service charge account. It made a similar proposal in respect of the 2024/25 charges, offering to cap the window cleaning costs at £540.00, and refunding the difference of £286.08. Both proposals were accepted by Mr Heywood on behalf of the Applicants at the hearing.

The Tribunal's decision and reasons

27. The parties reached agreement that the window cleaning charges should be capped at the budgeted figures for both years, with refunds to be made. As the agreed amounts fall well within the Tribunal's jurisdiction to determine reasonableness, the Tribunal confirms the amounts payable accordingly.

**Window Cleaning**

Service Charge Year:	2023/24	2024/25
Amount payable:	£448.99	£540.00

**Grounds Maintenance**

28. The next item in the Schedule relates to grounds maintenance and relates to both service charge years 2023/24 and 2024/25.

29. In 2023/24, this item was budgeted at £839.75 for the Property, and this was the amount spent. In 2024/25, it was budgeted at £892.00 and £951.42 was spent. The Applicants allege that the charges were unreasonably incurred. In respect of service charge year 2023/24, they say the charge is a circa. 46% increase on the previous year, when the work was carried out by external contractors, whereas the work is now being carried out in-house by the Respondent. The Applicants also alleges that the work is not done to an acceptable standard. However, no evidence – witness or photographic – was provided in support of this assertion.

30. The Respondent states that the ground maintenance was heavily subsidised by the previous landlord (Equity Housing) prior to its merger with Great Places Housing Group in 2022, both being not-for-profit community benefit societies and registered providers of social housing. The Applicants dispute that the costs were subsidised. The Respondent states that the costs could not continue to be subsidised and, following issues with the previous contractor, the service was brought in-house in 2023/24. It states that the service is benchmarked against

other service providers and that the costs are based upon 36 hours per year, the frequency of visits being dictated by the different seasons.

31. The Respondent states that it obtained a quote for the grounds maintenance but that this had come out at over £1,100 for the year, more than the cost of providing the service in-house. No copy of this quote was provided to the Tribunal.
32. Regarding the allegation that the work was sub-standard, the Respondent stated that it had a robust complaints policy and that if any complaints were received, these would be addressed and dealt with. The Respondent did not provide any photographic or witness evidence about the quality of the work undertaken.

### The Tribunal's decision and reasons

33. In respect of the quality of the work undertaken, the Tribunal did consider inspecting the Property; however, the Tribunal considered that this would not assist the Tribunal in determining this issue as it would only be able to see the quality of the work undertaken as at the time of our inspection.
34. Although the Applicants questioned both quality and cost, no evidence was provided to substantiate allegations of poor workmanship. In the absence of contemporaneous photographs, complaints, inspection notes, or witness evidence, the Tribunal cannot conclude that the standard of work was inadequate.
35. The Tribunal also accepts the Respondent's explanation that previous years' charges were subsidised by the former landlord, resulting in an apparent increase once the service was brought in-house. The hourly cost (approximately £23.33 in 2023/24 and £26.43 in 2024/25) is not excessive for routine grounds maintenance, and falls within a reasonable commercial range. The Tribunal finds the charges reasonably incurred.

### **Ground Maintenance**

Service Charge Year:	2023/24	2024/25
Amount Payable:	£839.75	£951.42

## **Communal Electricity**

36. The Applicants dispute this item in the 2023/24 service charge year only. The Applicants state that the charges for communal electricity are too high and are unreasonable. The actual cost for communal electricity in this service charge year was £1,870.86 (against a budgeted amount of £1,500.00). The Applicant has provided a quote from Eon which, based upon an annual usage of 2,273kWh, (which was the Property's usage in the service charge year 2024/25), estimated an annual cost of £679.14 from 1 July 2024.
37. The Respondent confirms that electricity costs have increased significantly over the past 5 years and it uses a broker to access a wider market of suppliers. The Respondent stated that it had no control over market forces, and it believes that it got the best rate available at the time the contract was entered into. There is an email in the Applicant's bundle, dated 11 April 2025. In the email, Mr Shipsey of Plumlife (part of the Respondent) confirms that the previous contract 'did end at a point when prices were at an all-time high and we had no choice but to go to market and secure the best contract possible'.

## **The Tribunal's decision and reasons**

38. The Tribunal understands the Applicants' concerns regarding the significant difference between the 2023/24 charge (£1,870.86) and the much lower cost in 2024/25 (£562.98). However, the Applicants' alternative quote was not comparable: it was based on consumption for a different year and a tariff commencing months after the period in dispute.
39. The Respondent provided a credible explanation that the 2023/24 contract was procured at a time of historically high energy prices and that a broker was used to obtain the best rate available. The subsequent reduction in 2024/25 charges supports the Respondent's position that it responded to market conditions rather than overcharging. The Tribunal therefore finds the 2023/24 cost reasonably incurred.

## **Communal Electricity**

Service Charge Year:	2023/24
Amount payable:	£1.870.86

## **Fire Detection Maintenance, Fire Safety Checks & Fire Safety Repairs**

40. This item is disputed by the Applicants, for both service charge years, under the heading 'Fire Safety Maintenance'. The Applicants claim that the Respondent has charged them for 15 monthly visits in 2023/24 and disputes the amounts claimed as being unreasonable.
41. The Respondent states that 2 visits in the 2022/23 service charge period (in February and March 2023) were not invoiced until July and August 2023. Accordingly, these are shown in the 2023/24 accounts. The Respondent acknowledges that there was one visit which was double charged but that this has been taken into account and refunded in the 2024/25 service charge accounts.
42. In respect of the 2024/25 service charge year, the charge under the Fire Detection Maintenance Heading was £135.90. The Applicants allege that when comparing this to the 2023/24 charge, that this is evidence of poor accounting and believe that monthly charges have been omitted.
43. At the hearing, Ms McLoughlin confirmed that the Respondent previously had a contract with a company called EFT which was an 'all encompassing' contract which included carrying out any repairs required to fire detection equipment, and all fire safety checks.
44. This contract was in effect for the 2023/24 service charge year. However, for 2024/25, the contract was terminated and a new contract was entered into with a company called 'Safe' which invoiced for separate items. Accordingly, new lines on the service charge account were entered for 'Fire Safety Checks' and 'Fire Detection Repairs'.

45. In 2023/24 there were no charges for either Fire Safety Checks or Fire Safety Repairs; these were covered under EFT's contract, the cost of which was listed under Fire Detection Maintenance. In the 2024/25 service charge accounts, the cost under Fire Safety checks was £90.00 and under Fire Detection Repairs was £220.98. Both are disputed by the Applicants who question what they are and why they have now been introduced as a charge for 2024/25.

#### The Tribunal's decision and reasons

46. The Tribunal accepts that inadequate communication by the Respondent contributed substantially to the Applicants' confusion about the change in charging structure. Nonetheless, the Tribunal accepts the Respondent's explanation that:
- the 2023/24 charges reflected an all-inclusive contract with EFT, covering both maintenance and repairs; and
  - for 2024/25 a new supplier charged separately for maintenance, checks, and repairs.
47. The cost of the EFT contract in 2023/24 was inevitably higher as it was 'all-encompassing'. Such contracts provide comfort in that all fire detection repairs and safety checks are covered and included in the contract price but may not offer the best value for money in years where little or no repair work is required. However, this does not make entering into such a contract unreasonable and there is no evidence that the price of the contract is unreasonable.
48. The Tribunal finds no evidence that either contract was unreasonable, nor that the services themselves were performed to a poor standard. Accordingly, the Tribunal finds the charges for both years reasonably incurred.

### **Fire Detection Maintenance, Fire Safety Checks & Fire Safety Repairs**

Service Charge Year:	2023/24	2024/25
Fire Detection Maintenance Amount Payable:	£1,055.88	£135.90
Fire Safety Checks Amount Payable:	£0.00	£90.00
Fire Detection Repairs Amount Payable	£0.00	220.98

### **Fire Risk Assessment**

49. The Applicants dispute this item in respect of the 2024/25 service charge as the price paid in 2023/24 was £216.00, which increased to £561.00 in 2024/25. The Applicants query why the cost has more than doubled.
50. During the hearing, the Respondent confirmed that it has entered into a new contract for fire risk assessments. The new contractor is now providing more in-depth, robust reports to the Respondent on potential fire risks. The Tribunal was also taken to the Respondent's estimated service charges for 2025/26 which did not include any charge for fire risk assessments. Ms McLoughlin, on behalf of the Respondent, confirmed that the contract with the new supplier was for a 2, or possibly even a 3, year period, which was why it wasn't included in the 2025/26 estimated service charge. Mr Heywood argued that, if that was the case, the cost should be apportioned over the 2 or 3 service charge years as appropriate.

### **The Tribunal's decision and reasons**

51. Again, this is another example of a lack of communication on behalf of the Respondent. Had it been clarified with the Applicants, that the £516.00 charge represented a 2, or 3, year contract, this may well have narrowed down the issues in dispute.

52. The Tribunal is satisfied that the increase in the 2024/25 charge results from the Respondent entering into a longer-term contract for more detailed assessments. The Applicants’ argument that the cost should be apportioned over multiple years is not supported by the lease, which entitles the Respondent to recover costs as incurred. The Tribunal therefore finds the 2024/25 charge reasonably incurred.

**Fire Risk Assessment**

Service Charge Year:	2024/25
Amount Payable:	£561.00

**General Repairs**

53. The Applicants dispute costs relating to ‘Day to Day Repairs’ in the Schedule but in the service charge accounts these are referred to General Repairs, which is the wording the Tribunal will adopt.
54. In respect of the 2023/24 service charge year, the Respondent offered, both in written and oral submissions, to refund the total block charge of £186.00 for general repairs back to the service charge account such that there would be no service charge for this item in 2023/24.
55. In respect of the 2024/25 service charge year, the Applicants state that they are not aware of the repairs carried out and have not been provided with any supporting invoices.
56. During the hearing, the Respondent confirmed that the £442.29 charge for general repairs in 2024/25 was made up of 2 invoices. The Tribunal was provided with a schedule of the two invoices which were referenced as follows: (1) £103.39 in respect of a bin store; and (2) £338.90 for “CCTV Annual fee for Broadband Line”.
57. The Applicants confirmed that the £103.39 fee for the bin store was not disputed but said that there was no CCTV at the Property and each flat had its own broadband.

58. The Respondent clarified that the £338.90 had been misallocated to ‘general repairs’ and should have come under the line item ‘door entry maintenance’ in the service charge accounts which showed £0 charge for 2024/25. Ms McLoughlin confirmed that the charge related to the SIM card which enabled the intercom system at the block to work. The reference to ‘CCTV’ in the invoice was the contractor’s name: ‘The CCTV Company’.
59. Once this had been clarified, the Applicant agreed that £338.90 was reasonably incurred.

The Tribunal’s decision and reasons

60. The Respondent’s offer to refund the 2023/24 charge resolves the dispute for that year.
61. For 2024/25, the Tribunal accepts that the £103.39 bin store repair is not disputed, and that the £338.90 charge was properly attributable to the door entry system SIM card. Once clarified, the Applicants did not dispute the cost. The Tribunal finds the total £442.29 reasonably incurred.
62. This issue again highlights the Respondent’s repeated failure to provide timely and accurate explanations, which would have likely reduced the scope of these proceedings.

**General Repairs**

Service Charge Year:	2023/24	2024/25
General Repairs	£0.00	£442.29
Amount Payable:		

**Door Entry Maintenance**

63. The Applicants dispute this charge for the 2023/24 service charge year. The service charge was £324.00 and was for the annual cost for a sim card at the Property. The Applicants had obtained a quote for an intercom sim card on 15

April 2025 which quoted a fee of £192 + VAT per annum. The Applicants therefore alleged that the cost incurred by the Respondent was unreasonable.

64. It was explained by the Respondent that the £324.00 was the cost of the intercom SIM card for the GSM intercom system that had been installed at the Property. The quote obtained by the Applicants was not a like-for-like quote as the SIM card was not suitable for the GSM system that had been installed at the Property.
65. Once this had been explained, the cost was not disputed by the Applicants.

#### The Tribunal's decision and reasons

66. Once clarified, the cost in respect of the door entry system was not disputed. The Tribunal finds the total cost of £324.00 to have been reasonably incurred.

Service Charge Year:	2023/24
Amount Payable	£324.00

#### **Building Insurance**

67. The Applicants dispute the amount of the building insurance for both service charge years 2023/24 and 2024/25. They state that although they acknowledge that insurance costs have increased, the cost in 2023/24 is triple that of the previous year and state that the Respondent clearly hasn't obtained competitive quotes.
68. The Respondent confirms that an insurance broker was used to test the market and obtain competitive quotes and it has a stringent process in that regard. The Respondent claims that the block value and reinstatement value of the Property has increased, which has increased insurance premiums, and there has been an increase in insurance costs generally. The Respondent claims that it did provide information as to why costs had increased at the relevant time and did so via a website. However, there was no evidence of this before the Tribunal and Mr Heywood states that he had not seen this.

## The Tribunal's decision and reasons

69. The Tribunal is satisfied that the Respondent has followed an appropriate process to obtain insurance cover for the Property. It is entitled to rely on an insurance broker to test the market, and, in the Tribunal's experience, the amounts charged for insurance in both service charge years are reasonable. There was no cogent evidence from the Applicant to the contrary.
70. The Tribunal determines that the insurance charges for both years were reasonably incurred.

### **Building Insurance**

Service Charge Year:	2023/24	2024/25
Amount Payable:	£854.88	£1,146.66

### **Sinking Fund**

71. The Applicants' issue with this item stems from a 5-year condition survey not being carried out to assess what works may be required to the Property. In an email to the Respondent, Mr Heywood requests that a surveyor be instructed to confirm if major works are required and whether the sinking fund service charge can be amended to reflect a 'reduction (if no repairs are required)' or an 'amount added to the sinking fund if they are'.
72. The Respondent's Mr Shipsey responded via email dated 11 April 2025 to confirm that a structural survey will take place on 21 April 2025. The Applicant states that the survey has still not taken place and disputes the amounts charged in respect of the sinking fund (£2,376.00 for 2023/24 and £2,613.60 for 2024/25).
73. At the hearing, the Respondent confirmed that the survey had not yet been carried out but was due to take place imminently. The service charge for the sinking fund was increased by 10% in anticipation of what may be found in the survey and also to take into account inflation in respect of material prices and labour etc.

74. In its communications with the Applicants, the Respondent had confirmed the amount in the sinking fund at the end of service charge year 2023/24 at just over £22,000 but, due to a printing error, had not done so for 2024/25. In submissions, the Respondent confirmed that at the end of the 2024/25 service charge year, the sinking fund was £776.18 due to roof works that had been completed at the Property.
75. Following this explanation from the Respondent, the Applicants agreed the charges.

**The Tribunal’s decision and reasons**

76. The Applicants’ concerns primarily arose from inconsistent information and delays in confirming the fund balance and the status of the proposed survey. The Respondent’s explanation at the hearing—particularly regarding major roof works reducing the fund—was logical and evidenced. The Applicants confirmed that they accepted the charges once this information was provided. The Tribunal determines the charges are reasonably incurred.

**Sinking Fund**

Service Charge Year	2023/24	2024/25
Amount Payable:	£2,376.00	£2,613.60

**Ad-hoc Cleaning**

77. The Applicants state that the amount charged for this item in 2024/25 was for jet washing the gutters at the Property. However, there is a letter from the Respondent, dated 8 July 2024 (and included in the bundle), confirming that ‘guttering costs were not included in the 2024/25 budget because we are completing major roofing works so the gutters will be cleaned as part of the roof works’. The Applicants therefore question why there is a £594.00 charge for gutter cleaning in the 2024/25 service charge.
78. The Respondent states that gutter cleaning was carried out in May 2023 and again in December 2023, each at a cost of £594.00. However, there was a dispute in relation to the December 2023 invoice, which has since been resolved, but

meant that the invoice wasn't paid until April 2024. Accordingly, as it was paid in April 2024, it was included in the 2024/25 service charge. The Respondent confirms that gutter cleaning was also carried out as part of the major roof works in December 2024.

### The Tribunal's decision and reasons

79. The Tribunal has some sympathy for the Applicants. If the Respondent had provided the Applicant with clarification as to why such costs were shown in the 2024/25 service charge accounts, when no such costs were expected, this item may not have been disputed.
80. The Tribunal has seen the schedule of invoices for the gutter cleaning carried out in May and December 2023 and accepts the Respondent's explanation in this regard. The Tribunal considers that the amount has been reasonably incurred and allocated to the 2024/25 service charge.

#### **Ad-hoc Cleaning**

Service Charge Year	2024/25
Amount Payable:	£594.00

### Tree Works

81. Finally, the Applicants dispute the sum of £378.00 in respect of works carried out to trees on the Property in 2024/25. In the Schedule, the Applicants have referred to this as 'Garden Tree Shrubs'. The Applicants state that this is a new charge and do not consider that any trees or bushes have been trimmed that they know of. They have asked the Respondent to substantiate what has been done with supporting invoices.
82. The Respondent states that tree works have been separated from costs relating to ground maintenance since the 2023/24 service charge as this work is carried out by separate contractors. Two invoices were included in the bundle, however, these invoices covered multiple blocks, not just the Property. One invoice, in the sum of £13,536.00, states within the description 'please see attached costings so

they can be allocated'. The 'costings' referred to were not included in the bundle, but the Respondent stated that £360.00 of that invoice was applicable to the Property. In respect of the other invoice, in the sum of £2,310.00, the Respondent stated that £18.00 of that invoice was applicable to the Property.

83. The Applicants stated that they were not aware of any works being carried out to trees at the Property during the relevant period.

The Tribunal's decision and reasons

84. Service charges are only recoverable to the extent that the costs are reasonably incurred, and the works or services are of a reasonable standard. The Applicant has questioned the costs incurred in respect of tree works at the Property and the Respondent has not provided any cogent evidence that the works were carried out, nor that any apportionment to the Property was justified and accurate. In terms of evidence, the Respondent relied upon umbrella invoices covering multiple blocks, none of which are named. One invoice provided refers to an allocation schedule, but this has not been provided by the Respondent. The other invoice does not mention any form of allocation of costs or the properties it concerns. The Tribunal cannot therefore verify the reasonableness or the accuracy of the service charge for the Property.

85. The Applicants' doubt as to whether the works took place or not is not determinative, but the absence of evidence from the Respondent is.

86. Accordingly, the Tribunal determines that the charges for tree works in the 2024/25 service charge year have not been reasonably incurred and is not sufficiently evidenced and is therefore not payable by the Applicants.

**Tree Works**

Service Charge Year:	2024/25
Amount payable:	£0.00

### **Section 20C/ Schedule 11 application**

87. In relation to the application by the Applicants for an order pursuant to s.20C of the 1985 Act and paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002, the Respondent has conceded several parts of the Applicants' applications, although a significant part of the service charges in dispute remain payable. However, many of the charges that remain payable were disputed by the Applicants as there was simply a lack of information and/or clarity from the Respondent. If this information had been provided at an early stage, it is possible the proceedings could have been avoided or the issues narrowed considerably.
88. The Lease does not provide for the recovery, as service charges or administration charges, of any costs incurred in bringing or defending legal proceedings. However, to the extent that it is relevant, in response to the application and bearing in mind the circumstances above, the Tribunal determines that it would be just and equitable to allow the Applicants' application under s.20C of the 1985 Act and under paragraph 5A of Schedule 11 of the 2002 Act in full.

**Judge S. Westby**  
**Date: 3 March 2026**

## **Right of Appeal**

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

The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not allow the application for permission to appeal to proceed.

The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state what result the party making the application is seeking.