



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

Tribunal Case reference	:	LON/00AG/LSC/2025/1009
Property	:	Flat 2, First Floor, 56 Canfield Gardens, London NW6 3EB
Applicant	:	Helia Sobreira
Respondent	:	56 Canfield Gardens Ltd
Representative	:	Warwick Estates Property Management Ltd
Type of application	:	Service charges
Tribunal	:	Judge Nicol Mr K Ridgeway MRICS
Date of Decision	:	6th March 2026

DECISION

- (1) Service charges of £497.50 are reasonable and payable by the Applicant to the Respondent.
- (2) The application for an order under section 20C of the Landlord and Tenant Act 1985 is refused.
- (3) In accordance with paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002, the Respondent may not levy an administration charge on the Applicant in respect of their costs of these proceedings.

Relevant legislation is set out in an appendix to this decision.

REASONS

Background

1. The Respondent is the lessee-owned freeholder of the subject property. The Applicant is the lessee of one of the 3 flats in the subject property.
2. The Applicant challenged the payability of certain service charges under section 27A of the Landlord and Tenant Act 1985 (“the Act”). The application has been determined on the papers. A hearing was not held because the Tribunal directed that the case was suitable for the paper track and the parties did not object.
3. The Respondent demanded that the Applicant pay 100% of the costs of remedying damp and water ingress into the communal hallway ceiling, caused by defects on the building’s left-side first-floor balcony, totalling £1,990 and comprising:
 - £240 for leak investigation (March 2025),
 - £250 for exterior brickwork repairs (May 2025), and
 - £1,500 for communal ceiling redecoration (June 2025).
4. The Tribunal has considered each of the Applicant’s objections in turn. The first was that her lease specified her contribution to service charge expenditure was 25%. The Respondent’s initial reason for charging 100% was that the location of the disrepair was within the Applicant’s demise and so it was her responsibility to remedy it. However, this would have meant that the Respondent should not have done the work at all, let alone that the expenditure would not be recoverable within the service charge. Fortunately, they took legal advice and accepted (correctly, in the Tribunal’s view) that the problem related to the structure of the building which the Respondent is obliged to keep in repair. Therefore, they further accepted that the Applicant’s contribution could only be 25%.
5. The cost of the communal ceiling redecoration exceeded the threshold of £250 per lessee to trigger the Respondent’s obligations to consult the lessees under section 20 of the Act and the Service Charges (Consultation Requirements) (England) Regulations 2003. Understandably, given that there are only 3 lessees, it was suggested that the works should proceed without consultation. The Applicant claimed that she wasn’t as fully involved in the decision-making process as she should have been but, in any event, by email dated 11th October 2024, she told the others that it was OK to proceed without section 20 consultation. The Respondent relied on this and didn’t consult. It would be grossly unfair to allow the Applicant to go back on her clear statement after the Respondent’s reliance on it.
6. The Applicant put forward a text message from a contractor, Martynas Viskontas, saying he could redecorate the entrance porch ceiling for just

£200. She claimed that this was an alternative quote which showed the cost should have been £200 rather than £1,500. However, it is so vague and lacking in detail about the work or the contractor himself that it is impossible to regard it as a like-for-like quote. The Respondent is not obliged to use the cheapest available contractor. The fact that all the members of the Respondent have to contribute to service charge expenditure is the best incentive to ensure that value for money is obtained. The Tribunal is not satisfied that the cost is unreasonable.

7. The Applicant submitted that the cost of the work should be claimed through the buildings insurance. The Respondent replied with two points:
 - (a) The problem was a maintenance issue, not one which came within the building policy. The Tribunal is satisfied that this is correct, as it would be under any standard insurance policy.
 - (b) Since the excess was £750, the recoverable amount would likely be offset by consequent premium increases and the Respondent exercised its discretion not to claim on insurance. The Tribunal accepts that this was a reasonable approach.
8. For these reasons, the Tribunal determines that the Applicant is liable for service charges in the amount of £497.50, being 25% of the amount originally demanded.
9. The Applicant also made applications relating to the Respondent's costs of the proceedings:
 - (a) The Tribunal has the power to prohibit the Respondent from adding the costs of the proceedings to the service charge under section 20C of the 1985 Act if it considers it just and equitable to do so. If the Tribunal does not make an order and the Respondent has the power under the lease to add their costs to the service charge, the Applicant would pay 25% of them in the normal way, with the other two lessees bearing their own shares. The Tribunal is satisfied that this is a just and equitable outcome, given that the Applicant succeeded in establishing through this case that her liability is limited to 25% of the relevant costs but otherwise failed on all her points.
 - (b) The Tribunal also has the power to prohibit the Respondent from charging their legal costs direct to the Applicant, under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002. For the reasons already given, the Tribunal is not satisfied that it would be just or equitable for the Applicant to be charged directly for the relevant costs. Therefore, an order is granted under this provision.

Name: Judge Nicol

Date: 6th March 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).

Appendix of relevant legislation

Landlord and Tenant Act 1985

Section 18

- (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 estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.
- (3) For this purpose -
 - (a) "costs" includes overheads, and
 - (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 19

- (1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period -
 - (a) only to the extent that they are reasonably incurred, and
 - (b) where they are incurred on the provisions 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.
- (2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

Section 20C

- (1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a court, residential property tribunal or the Upper Tribunal, or in connection with arbitration proceedings, are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.
- (2) The application shall be made—
 - (a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to a county court;
 - (aa) in the case of proceedings before a residential property tribunal, to that tribunal;
 - (b) in the case of proceedings before a residential property tribunal, to the tribunal before which the proceedings are taking place or, if the

- application is made after the proceedings are concluded, to any residential property tribunal;
 - (c) in the case of proceedings before the Upper Tribunal, to the tribunal;
 - (d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to a county court.
- (3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

Section 27A

- (1) 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.
- (2) Subsection (1) applies whether or not any payment has been made.
- (3) An application may also be made to the appropriate tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to -
 - (a) the person by whom it would be payable,
 - (b) the person to whom it would be payable,
 - (c) the amount which would be payable,
 - (d) the date at or by which it would be payable, and
 - (e) the manner in which it would be payable.
- (4) No application under subsection (1) or (3) may be made in respect of a matter which -
 - (a) has been agreed or admitted by the tenant,
 - (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
 - (c) has been the subject of determination by a court, or
 - (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.
- (5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

Commonhold and Leasehold Reform Act 2002

Schedule 11, paragraph 5A

- (1) A tenant of a dwelling in England may apply to the relevant court or tribunal for an order reducing or extinguishing the tenant's liability to pay a particular administration charge in respect of litigation costs.
- (2) The relevant court or tribunal may make whatever order on the application it considers to be just and equitable.

- (3) In this paragraph—
- (a) “litigation costs” means costs incurred, or to be incurred, by the landlord in connection with proceedings of a kind mentioned in the table, and
- (b) “the relevant court or tribunal” means the court or tribunal mentioned in the table in relation to those proceedings.

<i>Proceedings to which costs relate</i>	<i>“The relevant court or tribunal”</i>
Court proceedings	The court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, the county court
First-tier Tribunal proceedings	The First-tier Tribunal
Upper Tribunal proceedings	The Upper Tribunal
Arbitration proceedings	The arbitral tribunal or, if the application is made after the proceedings are concluded, the county court.