



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

**Case reference** : LON/00AE/LSC/2025/0887

**Property** : Flat 8D Park View, 133-143 Olive Road,  
London NW2 6XB

**Applicant** : Mr Rhodri Crooks

**Representative** : In person

**Respondent** : Southern Land Securities Limited

**Representative** : Together Property Management  
Limited:  
Ms Karen Young  
Mr Tim Roberts

**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** : Mrs S Phillips MRICS  
Mr J Naylor FRICS

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

**Date of decision** : 18 March 2026

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**DECISION**

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### **Decisions of the tribunal**

- (1) The tribunal determines that the sum of £10,431.83 is payable by the Applicant in respect of the service charges for the years 2023-2024 and 2024-2025.
- (2) The tribunal makes the determinations as set out under the various headings in this Decision.
- (3) The tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 so that none of the landlord's costs of the tribunal proceedings may be passed to the lessees through any service charge.
- (4) The tribunal determines that the Respondent shall pay the Applicant £341.00 within 28 days of this Decision, in respect of the reimbursement of the tribunal fees paid by the Applicant.
- (5) Where the parties or the Tribunal reference pages within the bundle, these are denoted by square brackets. For example [25].

### **The application**

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") as to the amount of service charges payable by the Applicant in respect of the service charge years 2024 to 2025.
2. Whilst the Applicant included costs of £2,458.64 for service charge year 2023-2024, the Respondent confirmed that these were not being pursued by the Respondent separately and included within the total sum being sought.

### **The background**

3. The property which is the subject of this application is a two-bedroom flat situated in a semi-detached property that had been converted into flats now totalling four separate properties. Two sets of flats are served by one entrance (7A & 7B) and the other two (8C & 8D) served by a different entrance. The property is of traditional brick build with a pitched roof and benefitting from a garden.
4. Photographs of the building were provided in the hearing bundle. 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.

5. The Applicant holds a long lease of the property which requires the landlord to provide services and the tenant 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**

6. At the start of the hearing the parties identified the relevant issues for determination as follows:
  - (i) Whether the consultation requirements under section 20 of the Landlord and Tenant Act 1985 had been met.
  - (ii) The reasonableness of the service charges for 2024-2025 relating to the major works.
  - (iii) Costs relating to a s20C application under the 1985 Act and a refund of the application and hearing costs from the Respondent to the Applicant.
7. Having heard evidence and submissions from the parties and considered all of the documents provided, the tribunal has made determinations on the various issues as follows.

### **The hearing**

8. The Applicant appeared in person at the hearing and the Respondent was represented by Ms Karen Young and Mr Tim Roberts of Together Property Management Limited, the managing agent for the Property.
9. Immediately prior to the hearing the Tribunal consider three Order 1 Form submissions. One was from the Applicant to adduce further evidence in the form of photographs showing the Property with its protective “tin hat”. The Respondent was given the opportunity to consider this and raised no objections to its submission. The Tribunal therefore admitted the evidence.

### **Applicant’s case**

10. The Applicant set out their application in relation to the section 20 consultation, stating that the curtailment of the nomination stage meant that they could not ensure best value. The following set of correspondence and timeline was set out for the Tribunal:
  - (i) The Tribunal were taken to the Notice of Intention dated 30 July 2024 within the bundle [347] which

confirmed “External Repairs and other associated works” were required at the Property.

- (ii) Two weeks subsequent to the Notice of Intention (15 August 2024), the Applicant received notification from TPM informing them of a change of approach and that dispensation for the s.20 consultation would be sought [475].
  - (iii) The Applicant then referenced a page within the bundle that was part of an email response dated 15 August 2024 to a formal complaint that the Applicant had raised [478].
  - (iv) After this, the Applicant then received sight of the dispensation application submitted by the Respondent dated 13 August 2024 [471]. TPM explained that no further notices would be raised as they did not want any further delays.
  - (v) There was then a further communication dated 21 August 2024 confirming that the tender process had been completed and that the work would be awarded to Hamilton Roofing for the value of £46,965.00 [494].
  - (vi) A letter dated 10 September 2024 was then issued with a notice of estimates [492].
11. The Applicant then went on to describe the scope of works and had requested that the balcony works were expedited as per the survey Mr Crooks had done which was dated 12 September 2023 [223]. The Applicant submitted that the Respondent did not act with sufficient urgency as demonstrated by the timeline already set out.
12. The Applicant described how Mr Roberts had referenced the surveyor report he had obtained within this response to the Applicant’s complaint [477]. The Respondent did not have sight of this until November 2023 according to this email chain.
13. The Applicant took the Tribunal to photographs demonstrating the damp he was experiencing in the property [623] and felt that TPM delayed acting on the works that were needed. The initial quote that was costed was £2,495 plus VAT [286] and once the Applicant’s surveyor report was received, the original s.20 consultant was cancelled, and another s.20 consultation was launched dated 16 January 2024 [289]. The Respondent was said to have had this report issued to them during the Applicant’s purchase process.

14. The Applicant advised that he had a structural survey undertaken at the point of purchase but that this did not highlight any damp issues. The Applicant's appointed surveyor for the purchase had advised the roof was ok. However, the Applicant confirmed that he was aware of the damp issues prior to receiving the keys for the property. When the purchase completed on 26 February 2024, it was clear that there was water ingress to the property.
15. The Applicant then referenced Mr Crawley's witness statement [173] which details the condition of the property as he found it.
16. The Applicant explained that the cracked rendering on the balcony above the kitchen was one issue and another was the flashing around the chimney being defective (this is located above the bedroom). Due to delays by the contractor, TPM pushed back the work from May 2024 to 2 July 2024 [309].
17. The Applicant then went on to receive a letter dated 3 July 2024, confirming the s.20 works had been cancelled [323]. On 24 July 2024 the third set of s.20 consultations began [341] but then on the 25 July 2024 these were also withdrawn [344].
18. A fourth set of consultation paperwork was then issued. The Applicant advised that the leaseholders were pushing the Landlord for the balcony works to be expedited as they had been advised that to have it left would result in further problems. As part of this consultation an estimated £42,000 of decoration works had been added and this was work that leaseholders did not want to be expedited. The Applicant felt that this did not need doing at the time and took the Tribunal to photographs of the condition [227,228 and 259].
19. The Applicant went on to provide detail to the Tribunal that it appeared different leaseholders were on different decoration cycles within their lease terms. This was supported by TPM issuing letters referencing different years to different leaseholders.
20. The Applicant went on to explain that he had understood decoration work had been carried out in June 2020 and as such the future decoration requirement should have been planned / budgeted for in 2024. They were however not, and it is therefore unreasonable for leaseholders to pay for the works.
21. In addition to the above, the non-urgent decoration works were being bundled in with other urgent work.
22. The fourth set of s.20 notices were issued on 30 July 2024 [347]. On 13 August 2024 the Respondent's lodged a dispensation application and on the 15 August 2024 a separate email was issued to leaseholders [476]

further explaining why the dispensation process was being sought and that the consultation process would not continue.

23. Despite the above communications from TPM, leaseholders did receive further notices even though they had been advised the consultation process was not being undertaken. This was dated 10 September 2024 [492].
24. Because of the above, the Applicant submitted that leaseholders had missed the opportunity to nominate contractors. The Applicant submitted that they had been prejudiced as the alternative quotes he had found demonstrated that they were paying too much [596].
25. The Applicant confirmed that the scope of works against which the alternative quote had been obtained was the same as the works that had been quoted by the Respondent [597 and 425]. The Applicant confirmed that the quote he had obtained did not include the temporary roof element which is £2,600 [499].
26. The Applicant directed the Tribunal to emails from the scaffolder on the alternative quote [599 & 600].
27. The Tribunal asked the Applicant why it might have been that the Respondent felt it was sensible to complete the redecoration work at the same time as the roof repairs. The Applicant acknowledged it would reduce cost in the future of having to erect scaffolding again but stated that the costs were still higher than they should have been. The Applicant stated that this is very hard to judge when the Respondent can't get the dates or s.20 process correct.
28. The Applicant also went on to say that due to the delay in undertaking the work, the costs significantly increased and referenced s.19 of the 1985 Act. The Applicant was engaging with several contractors when he was under the impression the s.20 consultation was being done but once he received notification that dispensation was being requested, he ceased obtaining quotes. He did however get one quote from Refaeil Construction [620].
29. The Respondent then replied to the Applicant's case in relation to the section 20 consultation. They began by taking the Tribunal to their dispensation application [465]. On 2 July 2024 the Respondent advised that the contractor had told them that they would be unable to undertake the works. As a result, the dispensation application dated 30 July 2024 was submitted and referenced all of the works that had been identified as being required.

30. TPM then issued correspondence to leaseholders on 15 August 2024 and accepted that it was reasonable for leaseholders to assume the s.20 consultation was no longer proceeding.
31. On 10 September 2024 TPM then issued an email to leaseholders advising that despite the dispensation application, the consultation period continued. On the same day, notice of estimates were issued to the leaseholders [492]. On 10 October 2024, a further notice was issued which provided a copy of the tender analysis undertaken by the surveyor [562]. The Respondent stated that they felt they had followed the process.
32. The Respondent's submitted that had the Applicant sent through their alternative quote from a contractor, they would have included them in the process. The Respondent advised that the first time the Respondent received an indication from the Applicant that an alternative quote had been sourced was 25 September 2024 [556].
33. The Applicant then presented their submissions in relation to the reasonableness of the work under s.19 of the 1985 Act.
34. Their first point related to the method and rationale for adding £42,000 of redecoration work to £20,000 of works required relating to the balcony. The Applicant also stated that the extent of the scaffolding installed was only required because of the nine months delay in the balcony works. Had the works been undertaken faster, then the repair works to the balcony would not have resulted in all of it having to be removed and a temporary roof then being required.
35. The Applicant submitted that there was a lack of rationale in adding the redecoration works as leaseholders had been given contradictory dates on when redecoration was required. The Applicant was therefore not in a position to understand if 2024 or 2027 was a more appropriate date for these works to be undertaken.
36. The Respondents stated that there was no factual truth to the leaseholders requesting for the works to be brought forward. There was nothing to suggest that all external works were covered by this [208].
37. The second point that Applicant submitted in relation to the reasonableness of the work, was whether the tender process produced reliable and reasonable costs. The tender documentation [435] contained a requirement for the contractors to examine the site prior to the submission of their tender. The Applicant does not think this was undertaken as the balcony and rear elevation was only accessible from the leaseholder's properties and no one asked for access.

38. Furthermore, under the lease provisions leaseholders need to be provided with five days' notice requesting access. The tender submissions were submitted less than five days after engagement with the contractors. There were no external photographs or dimensions provided within the tender documentation, so attendance at the property was needed by contractors. As such the Applicant submitted that the submissions were done "blind" and undermines the reliability of the process.
39. The Applicant suggested that the tender documents that required completing would have put smaller companies off submitting a bid. Requirements around a telephone line being needed, English heritage references and the provenance of timber etc. would have put small companies off, even though the contract did not require these elements.
40. The Respondent commented that these were standard, and it remained a fair contest even with these requirements in the documentation.
41. The Applicant continued by setting out that in their view the costs were inflated or unjustified. For example, the scaffolding costs. With regards to the building control costs [610] this was £950 plus VAT. The Respondent's response to this element was at paragraph 16 of page [166]. The Applicant obtained quotes of between £600 and £1,000. The tenderers were also required to submit their profits and overhead costs [376] together with a list of contractor rates [434]. The Applicant submitted that the lack of scrutiny on these points should have been a red flag that this was not a compliant tender.
42. Whilst no dimensions were included in the tender documentation, the Applicant estimated that there was a 10-12 sqm requirement for painting timberwork and that on CheckaTrade this was coming in at £40 per sqm, although the Applicant had no evidence of this in the bundle. The Applicant did however reference a quote from Mustard Builders who quoted £1,150 [618] for this element of works.
43. The Applicant then submitted further inconsistencies in the pricing that was provided by the successful tenderer and those he had obtained. For rendering and repointing the Applicant had obtained a quote for £2,000 [295] whereas the contractor appointed quoted significantly more [498].
44. Item 10 of the cost breakdown [497] charged for alarming the site. The Applicant submitted that there was no evidence that this was provided. The Respondent agreed for this to be omitted (£600) with no admission of whether or not this was provided.
45. Item 13 of the cost breakdown [497] provided for installing ply boards in the WCs. It was submitted that plyboards were not installed. – see page 6 of Additional Evidence bundle. [613] item 13 quotes a figure of £450.

46. The Applicant went on to state that item 58 on the cost breakdown [501] was for a generator that was not needed. The Respondent advised that whilst the contractor had chosen to charge equipment / items offsite this item was still applicable.
47. With regards to item 59 of the cost breakdown [501], the Applicant could not see the relevance of a water butt being charged to them as water was used directly from the site.
48. The Applicant submitted that the contractor had put in double counting relating to the cleaning of gullies – items 50 and 60 [501].
49. With regards to the tin roof quote, this was quoted for separately [item 30 499].
50. Overall, the Applicant submitted that they had identified an uplift of approximately £12,000. All comparisons that had been obtained were between 25%-45% cheaper. The Respondent identified that they had rebutted all the Applicant's quotes / prices within their statement [167].
51. The Applicant went on to explain that items 14, 36, 38, 42, 43, 58,59 and 60 [497-501] had been omitted as the price from My Build omits items that do not have a cost identified against them.
52. The Applicant has not had sight of any expert evidence setting out that an increase in the scope of works to include the redecoration element was required.
53. Finally, the Applicant submitted that a reasonable reduction on the cost would be 35% off the £42k plus the items that were not provided to be deducted.

#### **Respondent's response**

54. With regards to the scaffolding quotes, the Respondent went back to the surveyor for comment [165]. The works formed one major works contract. The surveyor thought that the amount of £9,260 was a reasonable sum.
55. The Respondent confirmed that the cost to leaseholders of the balcony works (including the temporary roof) totalling approximately £20,000, had been capped at £5,200. The Respondent confirmed that the capping of the costs was a compromise that they had agreed with the Applicant.
56. The Respondent went on to further say that the circa. £42,000 of decoration works were not wholly redecoration. The redecoration element only made up approximately £10,000 and that the remainder

included masonry repairs, chimney stack works and general contingency.

57. With regards to the building control costs, the differences in the costs have been set out by the Respondent in their statement of case [166].
58. The Respondent responded to the Applicant's statements that the contractors did not attend the site to inspect prior to their tender submissions. The Respondents advised that they were not aware of this until today and that this did not mean the contractors attended site and carried out an external inspection without accessing the Property.
59. The Respondent stated that the rendering and repointing works (items 23 & 24) [498] were omitted. There appears to be some difference between the Applicant's and Respondents costs as the Respondent is referring to the final costs for the works.
60. The Respondent is not aware that the plywood screens on the WC were part of the works.
61. The Respondent confirmed that the contractor powered their equipment / tools offsite, and that water was brought to site separately. The costs included would have covered this approach.
62. The Respondent advised that the works were significant enough to warrant a surveyor being required. The Respondent advised that they did their best and they contributed to the Applicant's costs for replacing the kitchen and the boiler in the Property.
63. The total amount of contribution from the Respondent was £43,775.36 [156]. Items 25 to 45 came to £14,385 and £19,555.38 relates to the Applicant's kitchen costs.
64. Due to the severity of the works, which is demonstrated by the photographs in the bundle, together with the works that required doing, the Respondent felt it was more cost effective to do the works at the time the scaffolding was in.
65. The Respondent confirmed that the surveyor had recommend contractors for the works. The surveyor recommended contractors that they had worked with before.
66. With regards to the dispensation application, the Respondent advised that they were able to progress with the tender faster than anticipated so this was no longer required. The Applicant submitted that there was no reason to expedite the decoration works.

67. The Respondent went on to advise that the managing agent had submitted an insurance claim for the works required to the Property and the kitchen. Unfortunately, this claim was not successful with the insurance company.
68. The Respondent submitted Ms Young (Operations Manager at TPM) witness statement [164] as evidence but had no questions for the witness.
69. The Applicant was given the opportunity to cross-examine the Ms Young. The Applicant began by asking who had oversight of the surveyor managing the works. Ms Young advised that this was a professional surveyor who had managed many other major projects and that they would not question the professionalism of the surveyor.
70. The Applicant asked Ms Young questions on the tender process and oversight of the project. Ms Young advised that the surveyor did not provide deadlines for the tender process as it would have taken them as long as was needed to carry out the process. The surveyor was working independently of the section 20 consultation process.
71. With regards to the prices that came back from the tender process, the Applicant asked whether Ms Young received a breakdown of this. Ms Young advised that they did not have oversight of the overall costs as this would have compromised the process. Avoiding this potential compromise was the reason the surveyor had been contracted to provide that service.
72. When asked as to whether the foreman was fully qualified, Ms Young confirmed that she did not know.
73. Lastly, Ms Young confirmed that no formal analysis was carried out on work being undertaken in different years.
74. With regards to the quote obtained by the Applicant from Refaelli Construction, the Respondent provided written reasons as to why this contractor would not have been suitable for appointment of the works due to the size of the organisation[167 paragraph 21].

### **Closing Statements**

75. The parties were then invited to provide their closing statements.
76. The Respondent began by saying that whilst there had been a lot of confusion in relation to the section 20 consultation, tenders had competitively quoted against a reasonable scope of works.
77. There had been no nominated contractors provided by the leaseholders.

78. The contractor that was progressed with was the cheapest quote based against the specification drafted.
79. Furthermore, the Respondent had acted reasonably by capping the cost of the balcony works.
80. The Applicant began by saying that the section 20 evidence shows a breach of the requirements of the process and that TPM expressly abandoned the process. The tender was closed 13 days before the close of the consultation period.
81. The Applicant stated that the leaseholders right to nominate is fundamental to the section 20 process and had been compromised due to the way that the process had been executed.
82. The Applicant explained that it is for the landlord to set out under s.19 of the Landlord and Tenant Act 1985 whether the works and cost of those works were reasonable and that TPM could not have made a decision regarding rationale of delivery the decoration works early.
83. The quotes that the Applicant had obtained were between 25-45% less than that charged by the Respondent.
84. The Applicant went on to submit that the contractors did not look at the core areas of the Property during the tender process, if anything at all.
85. The Applicant submitted that £1,530 should be deducted for works not provided and a further deduction of 35% on the remaining amount should also be applied.

#### **Costs**

86. The Respondent confirmed that they would not be looking to charge any legal costs in relation to this case through to the leaseholders.
87. The Applicant is looking for the Respondent to reimburse them for the costs of the application.

#### **Determination**

88. Having heard evidence and submissions from the parties and considered all the documents provided, the tribunal has made determinations on the various issues as follows.

### **Section 20 Consultation**

89. The Tribunal is astonished by the Respondent's execution of this process and fully appreciates the confusion this would have created for leaseholders. In the future, the Respondent should look to administer the process in line with the legislation to avoid this confusion moving forward.
90. That said, the Tribunal does not find that the Applicant was caused any prejudice because of this. Whilst the Applicant has found it frustrating not to be able to nominate their own contractor for these works, the Tribunal is satisfied that the surveyor employed by the Respondent carried out a competitive tender process.

### **Unreasonableness of works**

- ~~91.~~ The Tribunal is satisfied that the level of works undertaken by the Respondent is reasonable in both the scope and cost. Whilst the confusion of the section 20 consultation may have added to the timeline within which any work was undertaken, the Tribunal is satisfied that it did not result in additional work being required.
92. During the Applicant's submissions, he drew the Tribunal's attention to the surveyors report he had obtained in September 2023 [223]. The surveyor identified no concerns regarding continued water ingress at that point in time, although he did identify that the "brickwork to the top of Parapet wall" should be checked urgently.
93. The Respondent explained the reasoning for the delay in getting the works assessed both in their verbal and written submissions. This was due to the changing scope of works and wanting to obtain accurate quotes.
94. The Respondent appointed a professional surveyor to oversee the tender and works. The tender analysis report [494] demonstrates the review undertaken and the breakdown of costs received from three contractors. It is reasonable for the Tribunal to assume that the surveyors were competent, and that the Respondent could rely on the advice being provided.
95. The tender was independently carried out by the surveyor and the Tribunal is satisfied that this was carried out appropriately.
96. Whilst the Applicant sought individual cost comparisons, there does not appear to be a quote obtained providing a breakdown of the costs and detailing the works as set out in the tender . It cannot be relied upon as being like for like therefore.

97. Even if this had been established, the Respondent capped the cost of the balcony works being charged to the Applicant thus eliminating the applicants' cost concerns regarding this element of the work.
98. In the Tribunal's opinion, it is reasonable that the remaining works that were undertaken have been undertaken at the time of the other works. This has resulted in a saving to leaseholders in the long-term as it removed the requirement for ~~the~~ scaffolding costs to be incurred by the leaseholders on two separate occasions.
99. With regards to the Respondent's failure to budget for this work in advance, the Tribunal finds that it was reasonable for the Respondent to include decoration works at this time. It was established that the previous time decoration had been undertaken was around four years prior to that which this round of works being undertaken.
100. However, the Tribunal is satisfied that the following items should not be paid by the Applicant because of the reasons attributed to each:

- (i) The scaffold alarm - £600 (Applicant's proportion is £150)  
The Respondent confirmed during the hearing that this amount would be omitted.
- (ii) Plywood related to the WC - £200 (Applicant's proportion is £50.00)  
There is no evidence that this was provided, and the Tribunal therefore determines the difference in cost between the actual costs incurred and the quote obtained from the Applicant should be deducted.
- (iii) Water butt - £260 (Applicant's proportion is £65.00)  
The Tribunal was not satisfied that this was a reasonable cost to be incurred. It could not be demonstrated why the water would be needed from the water butt nor why the contractor would not use a water connection at the Property.
- (iv) Gullies and rain water pipe cleaning - £310 (Applicant's proportion is £77.50)  
This appeared to be a duplication in the costs so should be deducted.

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

101. The tribunal determines that the amount payable in respect of the works forming part of the service charge costs for the year 2024-2025 is £10,431.83.

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### **Application under s.20C and refund of fees**

102. At the end of the hearing, the Applicant made an application for a refund of the fees that he had paid in respect of the application and hearing<sup>1</sup>. Having heard the submissions from the parties and taking into account the determinations above, the tribunal orders the Respondent to refund any fees paid by the Applicant within 28 days of the date of this decision.
103. In the application form and at the hearing, the Applicant applied for an order under section 20C of the 1985 Act. ~~Although the landlord indicated that no costs would be passed through the service charge, for the avoidance of doubt, the tribunal nonetheless determines that it is just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act, so that the Respondent may not pass any of its costs incurred in connection with the proceedings before the tribunal through the service charge.~~

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**Name:** Mrs S Phillips MRICS

**Date:** 18 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).

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<sup>1</sup> The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013