



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

Case reference : **LON/00AY/LSC/2025/1013**

Property : **15 Selway House
272 South Lambeth Road
London SW8 1UL (“the Property”)**

Applicant : **Cheuk Siu**

Representative : **N/a**

Respondent : **London Borough of Lambeth**

Representative : **Mr Byfield
Litigation Officer
London Borough of Lambeth**

Type of application : **An application under section 27A of the
Landlord and Tenant Act 1985**

Tribunal members : **Mr I B Holdsworth FRICS
Valuer Chairman
Michaela Bygrave MRICS
Michael Pearce MRICS**

**Date and venue of
Hearing** : **23 February 2026
10 Alfred Place
London WC1E 7LR**

Date of Decision : **16 March 2026**

DECISION

Decisions of the Tribunal

- a. The Tribunal determines that all the service charges demanded of the Applicant in the disputed periods 2022/23, 2023/24 and 2024/25 are both reasonable and payable.
- b. The Tribunal identified significant delay in undertaking agreed repair works to the Property by the Respondent. The Tribunal would encourage the Authority to address these matters with some urgency
- c. The Tribunal does not make a s.20C Order under the Landlord and Tenant Act 1985 and paragraph 5A, schedule 11 of the Commonhold and Leasehold Reform Act 2002. The Respondent gave an undertaking that they would not recharge the costs of preparation for and attendance at the Tribunal hearing.

1. The application

- 1.1 The Applicant had sought a determination under s.27A of the Landlord and Tenant Act 1985 ('the 1985 Act') and paragraph 5A, schedule 11 of the Commonhold and Leasehold Reform Act 2002 ('the 2002 Act'), as to the amount payable as a service charge and the reasonableness of the administration charges for years 2022/23, 2023/24 and 2024/25.
- 1.2 The Applicant had asked the Tribunal to determine the charges made for communal water quality, block service repairs and maintenance, estate service repairs and maintenance and the buildings' insurance premium.
- 1.3 The Applicant had also applied for a s.20C Order under the provisions of the 1985 Act.
- 1.4 The application was dated 22 August 2025 with Directions issued on 30 September 2025.
- 1.5 The application to the Tribunal followed an agreement between the parties over remedy of water ingress into Flat 15 Selway House, 272 South Lambeth Road, London SW8 1UL ('the Property'). A Tomlin Order was submitted with the application.
- 1.6 The Directions identified the service charge period in dispute as years 2022-2025 inclusive, listing the principal disputed matters as whether:
 - the Respondent landlord had complied with its obligations under the terms of the lease to, *'Maintain/repair the building in which the subject premises are located.'*
 - the insurance charge in 2025 was reasonable.
 - an Order under s.20C of the 1985 Act and/or paragraph 5A, schedule 11 to the 2002 Act should be made; and,

- a reimbursement of application hearing fees should also be made.

2. The hearing

- 2.1 A hearing was held on 23 February 2026. The Applicant, Mr Siu was a litigant in person. The Respondent was represented by Mr Byfield, Litigation Officer ('**Respondent's Representative**'), London Borough of Lambeth ('**LBoFL**').
- 2.2 The Applicant's wife attended the hearing. Mr Adam Spielman was also present as an observer.
- 2.3 Neither party had requested an inspection of the Property, and the Tribunal did not consider one necessary, nor would it have been proportionate to the issues in dispute.

3. Preliminary issues in dispute

- 3.1 The Respondent's Representative had provided the Tribunal with the Respondent's submissions, together with two draft Orders. He asked the Tribunal to either consider striking out the application or, alternatively, to impose a 14-day adjournment.
- 3.2 The strike out the application was predicated on the alleged failure by the Applicant to comply with Tribunal's Directions. In the alternative he requested a 14-day adjournment, due to late service of the Applicant's bundle.
- 3.3 It was an agreed between the parties that the collated and paginated bundle was submitted to the Tribunal and the Respondent by the Applicant on 19 February 2026. This late submission gave the Respondent one working day to review and consider the submissions contained in the documents prior to the hearing. A non-compliant bundle had been prepared and submitted by the Applicant in mid-November 2025. This was not collated or paginated.
- 3.4 The Applicant apologised for his failure to comply with the Directions. He said he was not legally trained and the preparation of his bundle had proven a difficult task.
- 3.5 At the commencement of the hearing the Tribunal was provided with a statement of case by the Respondent's Representative. This document was comprehensive, detailed and had addressed issues raised in the application.
- 3.6 The Tribunal asked the Respondent's Representative whether the second bundle received on 19 February 2026 had contained any further material content from that issued in the non-compliant bundle submitted in November 2025. The Respondent's Representative said the only

difference was the inclusion of some photographs not present in the earlier bundle.

3.7 **Tribunal's decision on the issue of the Applicant's bundle**

3.7.1 The Tribunal Procedure (First tier Tribunal) (Property Chamber) Rules 2013 and Practice Directions [“**the Tribunal Rules**”] describe the overriding objective of the Tribunal as dealing with a case fairly and justly [Rule 3,2 (a)] As far as practicable, a tribunal should hear cases in a way which enables the parties to participate fully in the proceedings [Rule 3,2(c)].

3.7.2 The Tribunal was unable to identify prejudice caused to the Respondent because of the Applicant's late service of a compliant bundle. They concluded the late bundle improved utility of the materials, but the content was little changed from the earlier bundle. They determined the hearing should proceed as any adjournment would be disproportionate to the Applicant's acknowledged errors. The late submitted bundle should be admitted as evidence. This is in accordance with Tribunal Rule 3,2 (a) and (c).

3.7.3 The Tribunal emphasised the essential requirement placed upon the parties to comply with its Directions.

4. **Matters agreed**

4.1 At the commencement of the hearing the Tribunal asked the parties to confirm that the matters in dispute were accurately represented in the Directions. The parties confirmed the Directions were correct. However during the hearing, a number of these matters were subsequently agreed or withdrawn on specific terms. These were as listed in 4.1.1-5:

4.1.1 The Applicant explained he did not dispute the payability of the service charges under the lease terms only their reasonableness.

4.1.2 The Applicant accepted that service charges for estate service, repairs and maintenance, amounting to £161.53 for the years in dispute were reasonable and payable.

4.1.3 The challenge to the reasonableness of the buildings' insurance premium sums was withdrawn by the Applicant, on the condition the Respondent gave the Applicant details of the total premium payable for the calendar year 2025. The Respondent's Representative gave an undertaking that this would be actioned within one-month from the date of receipt of the Decision Notice.

4.1.4 The communal water quality charges were not disputed by the Applicant, subject to the Respondent providing detailed records following the water quality testing. The Respondent's Representative gave a further undertaking that he would obtain and submit the records to the Applicant within one-month of the date of receipt of the Decision Notice.

- 4.1.5 The Applicant said after further consideration the reasonableness and payability of service charges in respect of block service repairs and maintenance were not in dispute, save for two invoices. These were invoice numbers No 3333101/2 in the sum of £6,999.60 and No 3545176/1 amounting to £10,080. The Applicant confirmed all other service charge demands made by the Respondent were both reasonable and payable.
- 4.2 The agreement between the parties of these matters during the hearing resolved most of the issues in dispute as listed in the Directions. The only contentious issue that remained from the application was the reasonableness of two invoices relating to the 2023/24 service charge accounts.

5. The Property – issues in dispute

- 5.1 The Respondent's Representative took the Tribunal to details of the two invoices in dispute.

Job No 3333101/2 dated 11 January 2023, detailed:

*Job details
LHMCC/LH in flat has reported that the flat roof is
leaking from their property, is going into flat below
them, please attend and remedy block.'*

- 5.1.1 The recharge cost for which was £6,102.97, total cost £6,999.60.
- 5.1.2 The Applicant said that this repair was to a flat roof over Flat 22, which he advised was within 10m of the Property . The Applicant alleged that the Respondent's general maintenance team's failure to carry out an effective repair to the flat roof had led to water leaking into an area close to the Property and subsequent water ingress. The Applicant argued for a 25% reduction in the costs to reflect the poor quality of these works.

No 3545176/1 dated 2 November 2023 detailed:

*'LHMCC Reports flat roof above is leaking and coming into hallway/landing.
Leak being contained in bucket please attend and remedy block'*

- 5.2.1 The Applicant then went on to refer the Tribunal to job 3545176/1, the necessary works required being to renew the asphalt covering to the flat roof and walkway near to Flat 28. The total cost of these works was £10,080.
- 5.2.2 The Applicant again alleges these works were carried out to a poor standard, leading to water ingress into the Property and, for this reason, the charges should be reduced by 25%.
- 5.2.3 The Respondent's Representative said there was no evidence to associate these works with a heightened risk of water ingress into the Property. He told Tribunal that the water ingress into the Property was acknowledged by LBoFL, and they had reached a full and final settlement

with the Applicant in this matter. This was evidenced by the Tomlin Order submitted to the Tribunal. They had commissioned inspection and a programme of works to remedy the water ingress. The Respondent's Representative said he was unable to explain why those works designed to remedy the water ingress at the Property which were specified in 2022 were not satisfactorily completed. He claimed there was no link between the two jobs cited by the Applicant to have contributed to further water ingress within the Property.

5.3 **Findings of the Tribunal**

5.3.1 The Tribunal has had regard to the evidence submitted in the Applicant's bundle and the oral submissions. The statement of case issued by the Respondent was also adduced as evidence.

5.3.2 The Respondent's Representative emphasised that the Expert Report prepared by Mr Uri Rammon ('the Expert') dated 26 July (at page 20 of the bundle) was provided only as an informative. This report was jointly instructed by the parties and had formed the basis for discussions about the causes of water ingress into the Property and how best to remedy them. The Expert's opinion was that the most likely cause of water ingress was the defective asphalt surfacing to the communal walkway leading to Flat 34, located immediately above the Property. There was no reference within the Expert's report to Flats 22 or 28.

5.3.3 The Tribunal used open-source Ordnance Survey ('OS') data to identify the location of Nos 22 and 28 Selway House and identified that neither flat was in sufficient proximity of the Property.

5.3.4 The Applicant failed to provide any evidential justification of his claim that the quality of the works carried out under the job numbers detailed above was inferior and had exacerbated the problem of water ingress within the Property.

5.3.5 The Tribunal were unable to justify the Applicant's statement '*the work was of a poor standard*' and that the applicable service charges were as a result unreasonable. Accordingly the Tribunal concluded the disputed service charges were both reasonable and payable in full.

6. **Estate management charges**

6.1 The Applicant separately asked Tribunal to consider the reasonableness of the management charges.

- 6.2 The Tribunal has concluded the Applicant failed to prove any evidence to support his assertion that the works carried out either to the estate or the Property had fallen below standards typically expected of a reasonable landlord and appointed managing agent. The standard of delivery of maintenance services is a reflection upon the management of the estate and buildings and accordingly, these management charges were deemed reasonable for an estate of this size and work undertaken.
- 6.3 The management charges for the period in dispute are determined as both reasonable and payable.

7. **Costs**

- 7.1 The applicant had asked the Tribunal to make a s.20C Order under the Landlord and Tenant Act 1985 and paragraph 5A, schedule 11 of the Commonhold and Leasehold Reform Act 2002.
- 7.2 The Tribunal asked the Respondent's Representative whether his clients had any intention to seek recovery of the costs of the tribunal hearing through the service charges. He said the policy of LBoFL was not to seek recovery of such costs.
- 7.3 The Respondent's Representative gave an undertaking that the LBoFL would not seek to recover, through the service charges any of the charges associated with the preparation for and attendance at the hearing, whether directly from the Applicant, or collectively from all leaseholders at Selway House.
- 7.4 It was for this reason the Tribunal did not make an Order.

8. **Conclusion**

The Tribunal are sympathetic to the motive of the applicant in bringing this application. The reasons for delay in carrying out works to prevent water ingress to the Property were not explained at the hearing or in any of the submissions. The Respondent's Representative offered no justification for the delay in undertaking the works which were agreed and specified some 4 years ago.

The Applicant and his family suffer the daily inconvenience of these property defects.

The Tribunal would encourage the Authority to address these matters with some urgency.

9. **The law**

- 9.1 The relevant legal provisions are set-out in the appendices to this Decision.

Name: Ian B Holdsworth
Valuer Chairman

Date: 16 March 2026

RIGHTS OF APPEAL

- 1 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.
- 2 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.
- 3 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.
- 4 The application for permission to appeal must identify the decision of the Tribunal to which it relates (ie, 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.

APPENDIX OF RELEVANT LEGISLATION

Landlord and Tenant Act 1985 (as amended)

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 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.

Section 20

- (1) Where this section applies to any qualifying works or qualifying long term agreement, the relevant contributions of tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have been either: -
- (a) complied with in relation to the works or agreement; or
 - (b) dispensed with in relation to the works or agreement by (or on appeal from) the appropriate tribunal.

- (2) In this section 'relevant contribution', in relation to a tenant and any works or agreement, is the amount which he may be required under the terms of his lease to contribute (by the payment of service charges) to relevant costs incurred on carrying out the works or under the agreement.
- (3) This section applies to qualifying works if relevant costs incurred on carrying out the works exceed an appropriate amount.
- (4) The Secretary of State may by regulations provide that this section applies to a qualifying long-term agreement: -
 - (a) if relevant costs incurred under the agreement exceed an appropriate amount; or
 - (b) if relevant costs incurred under the agreement during a period prescribed by the regulations exceed an appropriate amount.
- (5) An appropriate amount is an amount set by regulations made by the Secretary of State; and the regulations may make provision for either or both of the following to be an appropriate amount: -
 - (a) an amount prescribed by, or determined in accordance with, the regulations; and
 - (b) an amount which results in the relevant contribution of any one or more tenants being an amount prescribed by, or determined in accordance with, the regulations.
- (6) Where an appropriate amount is set by virtue of paragraph (a) of subsection (5), the amount of the relevant costs incurred on carrying out the works or under the agreement which may be taken into account in determining the relevant contributions of tenants is limited to the appropriate amount.
- (7) Where an appropriate amount is set by virtue of paragraph (b) of that subsection, the amount of the relevant contribution of the tenant, or each of the tenants, whose relevant contribution would otherwise exceed the amount prescribed by, or determined in accordance with, the regulations is limited to the amount so prescribed or determined.]

Section 20B

- (1) If any of the relevant costs taken into account in determining the amount of any service charge were incurred more than 18 months before a demand for payment of the service charge is served on the tenant, then (subject to subsection (2)), the tenant shall not be liable to pay so much of the service charge as reflects the costs so incurred.
- (2) Subsection (1) shall not apply if, within the period of 18 months beginning with the date when the relevant costs in question were incurred, the tenant was notified in writing that those costs had been incurred and that he would subsequently be required under the terms of his lease to contribute to them by the payment of a service charge.

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 21B

- (1) A demand for the payment of a service charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to service charges.
- (2) The Secretary of State may make regulations prescribing requirements as to the form and content of such summaries of rights and obligations.
- (3) A tenant may withhold payment of a service charge which has been demanded from him if subsection (1) is not complied with in relation to the demand.
- (4) Where a tenant withholds a service charge under this section, any provisions of the lease relating to non-payment or late payment of service charges do not have effect in relation to the period for which he so withholds it.

- (5) Regulations under subsection (2) may make different provision for different purposes.
- (6) Regulations under subsection (2) shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament.