



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

Case reference : **LON/00BH/LSC/2025/1025**

Property : **7 Manor Close, Manor Road, London,
E17 5RT**

Applicant : **Mr Gawayne Forbes**

Representative : **In person**

Respondent : **London Borough of Waltham Forest**

Representative : **Did not appear**

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 : **Mr A Harris LLM FRICS
Ms J Rodericks MRICS**

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

Date of decision : **17 March 2026**

DECISION

Decisions of the tribunal

- (1) The tribunal determines that the sum of £4,342.33 is not payable by the Applicant in respect of the service charges for major works for the year 2022/2023. Any other charges for the year are not disputed.
- (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 and under Schedule 11 to the Commonhold and Leasehold Reform Act 2002 (“the 2002 Act” 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

The application

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 (“the 1985 Act”) and Schedule 11 to the Commonhold and Leasehold Reform Act 2002 (“the 2002 Act”) as to the amount of service charges for major works and (where applicable) administration charges payable by the Applicant in respect of the service charge years 2022/2023.

The hearing

2. The Applicant appeared in person at the hearing and the Respondent did not appear.
3. As the Respondent did not appear, the tribunal considered whether or not it should proceed and whether the Respondent had been notified of the hearing. The date is quite clearly set out in directions and has not changed. On 3 March 2026 the Respondent submitted a request to the tribunal to strike out the hearing on 17 March 2026. The Applicant objected. That application was considered by the tribunal chair and refused on 12 March 2026. The tribunal therefore considered it should proceed. The tribunal had before it a bundle prepared by the Applicant and in an email dated 9 March 2026 the Respondent stated that it did not dispute the hearing bundle.

The background

4. The property which is the subject of this application is a self-contained purpose built one-bedroom flat on the 1st floor of the block owned by the London Borough of Waltham Forest.
5. 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.
6. 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 issues

7. The relevant issues for determination are as follows:
 - (i) The payability of service charges for 2022/2023 relating to major works.
8. 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.

Major works charge £4,342.33

The tribunal's decision

9. The tribunal determines that the amount claimed in respect of major works in the sum of £4342.33 is not payable.

Reasons for the tribunal's decision

10. On 16 October 2019, the Respondent served a notice of intention to carry out qualifying works on the previous leaseholder. The estimated cost attributable to the property was £- £3,314.61
11. On 7 December 2023 the Respondent sent an invoice addressed to the previous leaseholder for £4,342.33. The invoice stated that the payment by the Council to the contractor was made on 26 January 2023.
12. In early 2023 the flat was on the market and on 7 February 2023 the Respondent wrote to the solicitors acting for the previous leaseholder setting out details of outstanding service charges and noted that for the

years 2020/2021 and 2021/2022 invoices have not been finalised and section 20B notices had been served.

13. On 30 March 2023 the Applicant became the registered owner of the leasehold property. The Applicant confirmed that notice of the assignment was given to the freeholder and that all arrears of service charge to that date had been cleared.
14. In the Scott Schedule for the case the Respondent confirmed that the only invoice issued in respect of major works was that of 7 December 2023 addressed to the previous leaseholder. No new invoice has been issued.
15. At the hearing, the Applicant confirmed to the tribunal that he had not received an invoice addressed to him personally nor had he received a notice under section 20B relating to the works. The tribunal accepts this evidence.

The law

16. **20B Limitation of service charges: time limit on making demands.**

(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.

17. In *Ground Rents(Regisport) Ltd v Hamish Dowlen & Ors* [2014]UKUT 0144 (LC) Deputy President said at paragraph 33:

33. The LVT was therefore plainly correct when it said “costs are “incurred” within the meaning of section 20B of the Act when the landlord becomes liable to pay them, which is normally, and is in this case, when the bill in question is first presented for payment ...

18. The invoice issued by the Respondent dated 7 December 2023 clearly states that payment was made to the contractor on 26 January 2023 which is therefore the latest date on which the major works costs were incurred.

19. On 30 March 2023 the Applicant became the registered proprietor of the leasehold interest. The Respondent had notice of that change of leaseholder.
20. The tribunal finds that no demand for payment has been served on the tenant (Applicant) and no notice has been given to him under section 20B. The invoice of 7 December 2023 was not sent to the then tenant. By applying s20B, the tribunal holds that the amount claimed of £4342.33 is not payable by the Applicant.

Application under s.20C and refund of fees

21. 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 hearing¹. Having considered 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.
22. In the application form and at the hearing, the Applicant applied for an order under section 20C of the 1985 Act. Having considered the submissions from the parties and taking into account the determinations above, the tribunal 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.
23. The tribunal also makes an order under Schedule 11 to the Commonhold and Leasehold Reform Act 2002 (“the 2002 Act” so that none of the landlord’s costs of the tribunal proceedings may be passed to the lessees through any service charge.

Name: A Harris

Date: 17 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.

¹ The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013

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).