



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

Case reference : **LON/00BF/LSC/2025/0959**

Property : **Park Manor, Christchurch Park, Sutton,
Surrey, SM2 5TT**

Applicant : **Park Manor Freehold Ltd**

Representative : **Wildheart Residential Management –
Mr Hodgson**

Respondents : **Keramos Investments Limited (Flat 1)
Saranya Ravindran (Flat 2)
Vivien Elizabeth Hinton (Flat 4)**

Representative : **Mr Vasili**

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 : **Ms S Beckwith MRICS
Mr D Jagger MRICS**

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

Date of decision : **13 March 2026**

DECISION

Decisions of the tribunal

- (1) The tribunal determines that any costs incurred in renewing the external surfaces at the Property will be recoverable via the service charge.

The application

1. The Applicant seeks a determination pursuant to s.27A(3) of the Landlord and Tenant Act 1985 (“the 1985 Act”) as to whether service charges will be payable in respect of works to the various external surfaces at the Property.
2. Initial directions were issued on 28 August 2025 to ascertain whether there was a dispute and if leaseholders wished to attend a Case Management Hearing.
3. A Case Management Hearing was held on 11 November 2025, at which time directions were set down. The Applicant had already provided disclosure, a statement of case and supporting documents, therefore the directions made provision for the Respondents to submit their statement of case and the Applicant to reply.

The hearing

4. A hearing took place on 6 March 2026. It was attended by:
 - Mr Hodgson, the Applicant’s Representative.
 - Mr and Mrs Baguley, leaseholders of Flat 6, with a share of the Freehold. Mr Baguley is a Director of the Applicant Freehold Company.
 - Mr Vasili, the leaseholder of Flat 1 with a share of the Freehold, on behalf of the Respondents.
5. The tribunal had been provided with a bundle of 248 pages agreed by the parties. Numbers in square brackets relate to the relevant pages in the bundle.

The background

6. The Property which is the subject of this application is a three-storey purpose-built block of six flats. Within the estate there is also a block of garages. Externally there is a driveway, garage forecourt, rear patio and side pathway (the “external surfaces”).
7. Four of the six flats own a share of the freehold, which was acquired approximately ten years ago.

8. 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.
9. The Respondents hold long leases 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.
10. Clause 2(a) of the leases [203-205] require the tenants to contribute to:
 - iii) The cost of maintaining repairing redecorating and renewing:*

[...]
 - c) All entrance drives pathways entrance hall passages staircases and landings of the Buildings and all parts of the Buildings not included in this demise or the demise of any other flats in the Buildings*

[...]
 - viii) The cost of maintaining repairing and rebuilding (a) all the boundary walls and fences which enclose the Buildings and its grounds and (b) all party structures and roads whose use is common to occupiers of the Buildings and others including occupiers of any garages included therewith*
11. The Applicant's Representative conducted a consultation process under Section 20 of the 1985 Act, serving an initial Notice of Intention on 11 March 2004 [5-28]. A Notice of Estimates was served on 25 June 2024 [29-46]. Following the issue of a more detailed specification of works [47-79], a second Notice of Estimates was served on 3 April 2025 [118-120] setting out the following tender prices from three contractors:
 - Hobart Paving - £73,764
 - Cormack Paving Ltd - £69,870
 - Advantis - £68,000
12. The total cost of the works including professional fees and VAT would be in the order of £97,000.
13. Responses to the consultation process raised issues with the proposed solution and cost of works. The works have therefore not yet gone ahead and the Applicant made the application to the tribunal.

The issues

14. At the start of the hearing the parties agreed that the payability of costs relating to the external surfaces under the leases was not in dispute.
15. The parties agreed that the only issue in dispute was whether the external surfaces should be renewed or repaired.
16. The tribunal appreciated the helpful and amicable way the parties conducted themselves during the hearing and commends the parties on the good relationship which continues between them. Having heard evidence and submissions from the parties and considered all of the documents provided, the tribunal has made the following determination.

Renewal of external surface coverings

17. It was common ground between the parties that the external surfaces are in disrepair and require works, for which the leaseholders would be liable. The only dispute was whether it was appropriate to repair or fully renew these areas.
18. The Applicant commissioned a report dated 25 June 2025 from Stuart Radley Associates [121-124] to assess the condition of the external surfaces. The report is authored by Stephen Hoadley MRICS, a Chartered Building Surveyor. During an inspection movement, deterioration, unevenness and cracking on the surfaces was observed. Mr Hoadley's conclusion, based on his professional expertise, is that due to the extent of the issues, the driveway, garage forecourt and rear patio should be replaced in their entirety.
19. On the basis of this report, the Applicant believes that the external surfaces should be renewed. If only patch repairs were undertaken, it is likely that further works would be required within a relatively short timescale.
20. The Respondents believe that the works are excessive as the external surfaces are not at the end of their serviceable life. They believe the costs are excessive and would cause hardship to the leaseholders. Due to the Property having six flats, each leaseholder would be required to contribute in excess of £15,000.
21. Mr Vasili argued that the driveway and patio could be repaired, based on his experience repairing paving at his own property. He suggests the works could be done in stages to ease the financial burden.
22. The Respondents provided a quote from a contractor, NK Services, to repair the external surfaces and replace the boundary fence at £29,750

+VAT (£35,700). The contractor had not provided any indication as to how long the repairs would last before further works were required.

23. The Respondents had not commissioned their own report from a building surveyor to support the contention that repair was a more reasonable solution.
24. The Applicant was open to considering a phasing of the works to assist the leaseholders, but noted that this may result in additional costs. They noted that due to the delay in instructing the works, the costs have already increased.

The tribunal's decision

25. The tribunal determines that the cost of renewing the external surfaces can be recovered via the service charge.

Reasons for the tribunal's decision

26. The tribunal noted that due to the layout and extent of the grounds within the Property, there is an unusual amount of external space compared to the number of flats.
27. The Applicant has provided evidence of the need to renew the external surfaces from a Chartered Building Surveyor. They have obtained quotes from three firms as to the cost of the works. The Respondent did not provide any evidence disputing the conclusions of the report.
28. The issue of repair vs renewal has been considered in *Waalder v Hounslow LBC [2017] EWCA Civ 45* and *De Havilland Studios Ltd v Peries and another [2017] UKUT 322 (LC)*. In both cases the court found that where there is more than one possible reasonable course of action in dealing with an issue of repair or renewal, the landlord is entitled to choose which one to follow.
29. The Applicant is therefore entitled to choose whether to repair or renew the external surfaces at the Property. Whichever option they choose, the costs will be recoverable via the service charge.

Name: Ms S Beckwith MRICS

Date: 13 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).