



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

Case reference : **LON/00BA/LSC/2025/0900**

Property : **Flat 3, 245 Queens Road,
London SW19 8NY**

Applicant : **Ms Rose Jackson**

Representative : **In person**

Respondent : **Orchidbase Ltd**

Representative : **Michael Richards & Co (Ms Carol
Cherriman, Director and Ms Alex
Whiddett, Property Manager)**

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 C Norman FRICS Valuer Chairman
Ms J Rodericks MRICS**

Venue/ Date : **10 Alfred Pl, London WC2, 14 January
2026**

Date of decision : **12 April 2026**

DECISION

Decisions of the Tribunal

- (1) The Tribunal makes the determinations as set out under the various headings in this Decision and in the attached Scott Schedule.
- (2) The application for orders under section 20C of the Landlord and Tenant Act 1985 and Paragraph 5A Schedule 11 of the Commonhold and Leasehold Reform Act 2002 are refused.

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 specified services in the service charge years 2022-23, 2023-24 and 2024-25. The majority of challenges were to day-to-day expenditure. However, the application also concerned major external works to the property. The Applicant also seeks costs protection orders under section 20C of the 1985 Act and Paragraph 5A Schedule 11 of the Commonhold and Leasehold Reform Act 2002.

The hearing

2. A face-to-face hearing took place at Alfred Place. The Applicant represented herself. The Respondent was represented by Ms Cherriman and Ms Whiddett, both representatives of its managing agent Michael Richards & Co. The Tribunal was provided with a bundle of 108 pages.

Directions

3. On 29 July 2025 directions were issued listing the application for a face-to-face hearing. The parties were directed, amongst other matters, to prepare a Scott Schedule identifying issues. The directions did not direct an inspection and neither party requested one. The Tribunal decided that an inspection was unnecessary.

The background

4. The property which is the subject of this application has been the subject of a previous determination by the Tribunal between the same parties (LON/00BA/LSC/2022/0369) promulgated on 16 June 2023. That case concerned the reasonableness and payability of major internal works, amongst other matters. In that decision, the property was described as an Edwardian semi-detached house converted into three flats.
5. The 2023 Tribunal described it as follows:

“9. The front brickwork of the Building has been painted white. It now has a concrete tiled roof which seemed to be in reasonable condition. However, the external woodwork is in an extremely poor condition. The bay window to the ground floor flat was in a particularly poor condition. The paintwork was flaking. There were some signs of rot. There was extensive moss growth to the dilapidated cill. The window was cracked and dirty. Our impression was that the windows have not been painted for some twenty years. At the rear of the Building, some of the window cills had been painted in the past. However, the paint had largely flaked away.

10. The subject Flat had a replacement UPVC window at the front of the Building which seems to date back to the conversion in 1980. There was a Velux window in the kitchen which seemed to be in a reasonable condition.”

6. In 2024 major external works were completed. These were based, with amendments, on a specification issued in late 2023 or early 2024 [38]¹. The specification is described as “external repairs & redecorations to the front rear & side elevations including the roof.” The successful tenderer was NCA Building Contractors and the tender amount was £41,274. Subsequently, in July 2025 [46] the Respondent wrote to the Applicant advising that following a drone survey, the condition of the roof was better than expected and the amended cost would be £36,474. The total cost to include managing agents’ fees in connection with the work would be £40,121.40.

Procedural Matters

7. During the hearing the Respondent stated that its full case had not been included in the hearing bundle. Ms Jackson did not offer any explanation. The Tribunal was concerned about this. The Tribunal directed that the Respondents hearing bundle should be sent to the case officer, but this has not been complied with. It appears that before and after photographs of work, as referenced in the Scott Schedule, were not included amongst other documents. Also, during the hearing, three invoices in respect of major works were handed up and four photographs of the roof.

The Applicant’s Case

8. The Applicant’s case may be summarised as follows. The Applicant firstly challenged the cost of insurance, gardening, repairs/maintenance, and

¹ Square brackets denote bundle reference numbers.

management fees. These challenges are set out on the attached Scott Schedule.

9. The Applicant also challenged the cost of the major works. Her position was that several items in the specification were not carried out. The Applicant had previously raised a formal complaint about such matters, but that had been rejected.
10. The Applicant included an informal statement, the salient points of which are as follows. She has been living in the subject property for over 20 years and has regularly paid service charges, although very little maintenance work is being carried out. The original consultation for roof work, external and internal repairs, and redecorations was submitted in December 2019 after she made a complaint. However, the managing agents chose only to carry out internal work. These were started in November 2021 but not completed to a satisfactory standard. She was forced to apply to the FTT. One of the directors who attended the Tribunal acknowledged that the service had been poor and agreed to address issues raised. However, this was not actioned, and the managing agents refused to pay the award, resulting in her having to obtain a County Court judgment. The managing agents were restricted from the Property Redress Scheme from December 2023 to January 2024 owing to “non-compliance with the decision made by the head of redress in failing to adhere to the terms of reference”.
11. The external work was eventually carried out in October 2024 but most of the work on the schedule was not carried out and the work that had been carried out was of poor quality. The managing agents did not have the funds to carry out the work because the other leaseholder has not contributed fully or at all to the cost of the works [80% of the cost]. No invoices had been provided to show how much money was paid out for the external work. The Applicant was particularly concerned about lack of repairs to the roof. There is damp to the top hallway and in her flat. The loft windows have rotted resulted in rain leaking into the top floor flat which she occupies. She is frustrated with the managing agents. There is no accountability regarding charges. Invoices when requested are never forthcoming. She is having to devote many hours dealing with complaints and taking the freeholder to court.
12. In her formal letter of complaint dated 25 November 2024 the Applicant submitted that the items of work not carried out were as follows with reference to the specification: B2, B3, C1, C3, C4, C5, C6, C7, CA, C9, C12, C13, C17, C20, D3, D4, D5, DA, E0, F3. She submitted that the total cost of work not carried out was £18,670 plus VAT of £3734 or £22,404. She also submitted that the work was not supervised. Ms Jackson also submitted that the builders did not have access to water on site and could not therefore have cleaned various parts of specification requiring cleaning. Ms Jackson also referred to a window shown at [49] and [106] which she asserted showed water ingress. She also referred to a

photograph at [105] showing debris in the guttering which she described as an “after” photograph.

13. Ms Jackson also submitted that £5,530 of additional work ought to have been identified at the outset and not carried out without consultation.

The Respondent’s Case

14. In the bundle there were no witness statements, but Ms Whiddett addressed the specification items referenced by Ms Jackson, as follows. C17 £300 (porch tiles) this was not carried out because it was not seen as a priority. C20 £1,000 (provisional sum for unforeseen repairs) was required. D3 £4900 (timber surfaces) was carried out, D4 £2200 (masonry surfaces) was carried out. D5, £300 metal surfaces: there were none. B2, £500 (security lights): not installed but reimbursement given B3 £400 (scaffolding alarm): credit given.
15. C1 £700 (provision for replacing gutters downpipes hoppers), items were not replaced but cleaned out; remaining funds were used for additional timber. C3 £200 (removing water stains from brickwork) was carried out; Ms Whiddett inspected before during and at end of works with her director at one point who signed off work. C4 £1500, (provisional sum, redress all lead flashings): £860 of this was used, the rest was used for other work. C5 £60 (hose through rainwater goods) and C6 £60 (clear out air bricks in situ): Ms Whiddett had no comment.
16. C7 (£200 cleaning windows), this was not done initially but was when raised. C8 £100 (pin back loose cables) this was not completed as part of major works but was completed separately later. C9 £100 (removing foliage), Ms Whiddett’s evidence was that this was done. C12 £600 (replace spalled or eroded bricks), this was completed. C13 £750 (cut out and replace badly damaged bricks and replace with new), this related to rear bricks accessed via the private garden at rear let to another leaseholder; 5 bricks replaced at a cost of £100 and the remaining funds were used elsewhere. D8 £300 (rubdown and prepare all plastic pipes and paint): work was carried out. E0 £8000 (later reduced to £4000) provisional sum (inspect and repair roof); following a drone survey the actual works cost £800. Mr Adam Goldwater director [of Michael Richards] went on to the roof during works with the contractor to assess the actual work required. F3 £400 (advise on the risks/safe working practices COSHH regulations) was disputed by Ms Jackson.
17. On 21 January 2025 Ms Whiddett wrote to Ms Jackson explaining that the underspends above (B2, C4, C8 C12, C13 and E0 totalled £5,640, with additional works, C11, C15 and C16 costing £5,530. On 13 February 2025 Ms Whiddett informed Ms Jackson that there was no duty to re-consult unless there is a significant overspend. The total cost resulted in an underspend of £800 and the total cost was £36,474. There had been omissions, additions and minor adjustments following close inspection

from the scaffold. The contractors had provided before and after photographs.

18. Ms Whiddett also referred to a drone inspection report of the roof carried out by Kingswood (London) Limited on 27 June 2024. This stated

“the roof is pitched with concrete tiles. There is also a bay that has slate tiles. There have been numerous repairs to the roof previously. Some of the roof windows are in poor condition. Some guttering is blocked. Some mortar is missing from the gable end of the building. The rear extension roof is in generally a good condition. Recommendations were that the roof window should be replaced/overhauled, the slate tile to the bay need to be replaced and the associated gutter cleared.”

19. The invoices handed up by the Respondents were from NCA Building Contractors Ltd. The first dated 15 October 2024 was for £11,100, the second dated 31st of October 2024 described as final application was for £24,105.30 and the third dated 3 July 2025 relating to a retention was for £735.25.

The Lease

20. The lease was summarised in the previous Tribunal decision as follows:

“19. The lease for Flat 3 is at R.12-35. The following clauses are relevant:

(i) The Lessor covenants:

(a) to maintain and keep in good and tenantable repair the exterior and structure of the Building and the communal parts (Clause 3(1));

(b) to insure the Building (Clause 3(2));

(b) whenever the Lessor considers the same to be reasonably required to paint the exterior wood, iron and stucco work (Clause 3(3));

(b) at least in every seven years to paint the common parts (Clause 3(4));

20. By Clause 2, the Lessee’s covenants are restricted to keeping the interior of the flat in a good state of repair and decoration. By Clause 5, The Lessee covenants to pay a service charge. The Fifth Schedule specifies this to be 21%. Ms Cherriman stated that in practice, the Respondent had charged Flats 1 and 2 each 40% each and Flat 3 20%. The Applicant had no reason to complain.

21. The lease permits the Lessor to change the accounting period for the lease. It has elected to operate an accounting period of 29 September to 28 September. The Lessee is liable to pay an interim service charge on the rent days which are 25 March and 29 September. This is to be estimated by the Lessor's managing agent. The managing agent is required to certify the service charge accounts. Any shortfall is payable on the rate day immediately following the certification of the accounts. Any surplus is to be credited to the Lessee's service charge account. The managing agent is entitled to issue an additional demand in respect of any exceptional expense which is to be incurred."

The Tribunal's decision

The Major Works

21. The Tribunal finds that the amended works to the contract did not require re-consultation. This is because the works fall within the description set out in a stage 1 consultation letter dated 9 November 2023, and that the overall change in both scope and cost was limited. The Tribunal also accepts the Respondents' case that the detailed works could not be fully identified absent scaffolding.
22. In terms of the explanation of the amendments to the work schedule the Tribunal accepts the evidence of Ms Whiddett as to the nature and extent of the changes as set out above. In terms of the extent of roof works, the roofs are complex. The extent of the work to be carried out is a matter to be decided upon by the landlord as a management decision. There is no evidence in any photograph of damp penetration arising from a roof window. The actual cost incurred for the roof works of approximately £800 is a modest sum for these complex roofs and reasonably incurred and payable. There is no evidence that the works were not carried out to a reasonable standard.
23. As to the management fee this was based on 10%, of a previous lesser contract sum of £30,386.66 (being the initial contract price less subsequent reductions which was not increased to reflect the eventual contract sum being greater. The Tribunal accepts the evidence of Ms Whiddett that the property was inspected during the works. It finds this management fee to be reasonably incurred and payable.
24. Based on the invoices provided the expenditure was £35,940.55 for the major works together with management fee of £3,647.40. These aggregate to £39,587.95. 20% is £7,917.59 which the Tribunal finds is payable by the Applicant.

Other Matters (Scott Schedule)

25. The Tribunal's decision to other disputed items is set out on the attached Scott Schedule.

Application under s.20C and Para 5A Schedule 11

26. In the application form the Applicant applied for an order under section 20C of the 1985 Act. The landlord has been largely successful in this application and the application is refused. For the same reasons, the application for an order under Paragraph 5A Schedule 11 of the Commonhold and Leasehold Reform Act 2002 is refused.

Name: Mr C Norman FRICS

Date: 12 April 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).