



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

Case reference : **LON/00AW/LSC/2023/0364**

Property : **Flat 27 and parking bay 15, One
Wycombe Square Aubrey Walk London
W8 7JF**

Applicant : **Campden Hill Residents Company
Limited**

Representative : **Spalter Fisher LLP**

Respondent : **Caloway Consulting Limited (BV)**

Representative : **Mr Mark Oleynik**

Tribunal members : **(1) Judge Vance
(2) Mr S Mason BSc FRICS
(3) Mr O Miller**

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

Date of Hearing : **5 March 2026**

Date of decision : **15 April 2026**

DECISION

NB: Page numbers in bold and in square brackets below refer to pages in the hearing bundle provided by the Applicant (687 pages). Where preceded by the letter “R” the reference is to the hearing bundle provided by the Respondent (198 pages).

Decision

1. The following costs were reasonably incurred by the Applicant and are payable by the Respondent in respect of the 2021 service charge year (in his apportioned contribution):
 - (a) security services, in the sum of £408,384; and
 - (b) balcony repairs, in the sum of £25,740.

Background

2. On 24 October 2024, this Tribunal (“the FTT”) decided an application brought by the Applicant under s.27A Landlord and Tenant Act 1985 [659]. Judge Vance subsequently granted both parties permission to appeal the FTT’s decision. On 2 May 2025, by order entered into with the consent of both parties [665], the Deputy President of the Upper Tribunal allowed both appeals and set aside paragraphs 18 and 24 of the 24 October 2024 decision, as well as the reasons supporting them. He ordered that those issues should be redetermined by a differently constituted FTT panel. The remainder of the 24 October 2024 decision remains in force. The Deputy President directed that the parties should apply to the FTT for further directions by 2 June 2025. Such application was made, and directions issued by Judge Vance on 22 July 2025 [667] (amended 12 August 2025). These directed the parties to provide any further submissions they wish to make in respect of the application, together with any further documents, or witness statements on which they intend to rely. Both were directed to provide replacement PDF hearing bundles. The remitted application was subsequently listed for hearing on 5 March 2026.
3. On 27 February 2026, the Tribunal received an email from solicitors acting for the Respondent, Singletons Austin Ryder, stating that it was not instructed to appear on behalf of the Respondent at the upcoming hearing, and were no longer instructed in the matter. Conduct of the case now lay with its client, whose representative is Mr Mark Oleynik. The Respondent is a company registered in the British Virgin Islands and Mr Oleynick, we presume, has a beneficial interest in that company. An updated hearing bundle, prepared by the solicitors was attached to its email, which enclosed a witness statement of Mr Oleynik dated 26 February 2026, together with a supporting exhibit. The solicitors said that the witness statement had been prepared in response to the Applicant’s further evidence served in October 2025.
4. Mr Sandham, of counsel, represented the Applicant at the hearing. Mr Oleynik represented the Respondent. We heard oral evidence from:
 - (c) Mr Solomon Unsdorfer, of Parkgate Aspen Ltd (“Parkgate Aspen”), the Applicant’s managing agents, who had provided witness statements on behalf of the Applicants dated 6 September 2024 [198] and 4 September 2025 [672];

- (d) Mr William Florence, the owner of House 17, and a director of the Applicant company, who had provided a witness statement on behalf of the Applicant dated 24 October 2025 (not in bundle); and
 - (e) Mark Oleynik, on behalf of the Respondent, dated 3 October 2025 **[R14]**. Mr Oleynik confirmed at the hearing that his two previous witness statements, included in the bundle before the original FTT, were not relevant to issues we had to decide, and had been omitted from his updated bundle.
5. At the start of the hearing, we gave permission to Mr Oleynik to rely on his witness statement of 26 February 2026, and to the Applicant to rely upon Mr Florence’s statement. Both had been provided late, outside of the directions timetable, but we were satisfied that it was in the interests of justice for both statements to be admitted in evidence. Mr Oleynik had received ample time to consider Mr Florence’s statement before the hearing and any prejudice caused by its late provision was fully mitigated by us permitting his own statement of 26 February 2026, in response, to be admitted into evidence. Mr Sandham did not object to that course of action.
6. Both Mr Sandham and Mr Oleynik confirmed that the only residual issues the Tribunal was required to determine, following remission from the Upper Tribunal were the amounts payable by the Respondent, in respect of the 2021 service charge year, for the following items of expenditure :
- (a) security services, in the sum of £408,384; and
 - (b) balcony repairs, in the sum of £25,740.
7. There was insufficient time at the hearing to hear closing submissions, and the parties were directed to provide these in writing by 10 March 2026, which they duly did. These have been concise and helpful, and we are grateful to Mr Sandham and Mr Oleynik.
8. The Applicant, Wycombe Square Freehold Limited is a resident-owned company. It is the proprietor of the freehold interest of land and buildings on the south side of Aubrey Walk London (“the Estate”) registered under title no. BGL28734. It was registered as the proprietor on 28 June 2022 **[22]**. Mr Unsorfer describes it as super-prime development located off Campden Hill Road, in one of the most exclusive areas of Kensington, occupied by residents of high net worth, who expect the highest levels of service and security. Mr Florence’s evidence is that the Wycombe Square Estate was constructed by Berkely Homes.
9. The freehold is subject to approximately 50 leaseholder interests, including Flat 27, 1 Wycombe Square, London, W8 7JF, a penthouse flat located on the fifth and upper-fifth floors (“the Flat”) registered under title no. BGL54261. The Respondent, Caloway Consulting Limited, took assignment of the leasehold interest of the Flat on 10 September 2009, and was registered as proprietor on 28 September 2009 **[37]**. The Respondent’s lease (“the Lease”) **[43]**, is quadripartite. It is dated 12 May 2005, for a term

999 years from 1 January 2003, and was entered into by: (1) St James Group Limited; (2) Kennet Properties Limited; (3) Campden Hill Residents; and (4) 4) Karl-Johan Persson [37].

10. The Lease [43] appoints the Applicant as Manager, who covenants with the Lessor to observe and perform covenants, requirements, and stipulations in the Fourth Schedule. Part 1 of the Fourth Schedule is entitled “Apartments Service Charge Covenants by the Manager” and includes covenants in respect of repair, maintenance etc of the “Main Structures”, which, as defined in the Second Schedule, includes the exterior walls, foundations, roofs etc of the Buildings, and the floor, ceiling, joists, beams or slabs of all the Apartments in the Building, including the structural element of any balconies . Part 2 of the Fourth Schedule is entitled “Estate Service Charge Covenants by the Manager” and includes covenants in respect of repair and maintenance of the common parts of the Estate as well as other matters. It includes a covenant to pay outgoings payable in respect of private service organisations (para.1).
11. Expenses incurred by the Manager in observing and performing the provisions of Part 1 of the Fourth Schedule are defined as the “Apartments Service Charge” (cl.11) which includes management and administration fees incurred by the Manager in observing and performing those functions, as well as any proper fees of Managing Agents employed by the Manager for those purposes. The definition also encompasses any Value Added Tax levied or charged and paid in respect of the services contained in Part 1 of the Fourth Schedule.
12. Expenses incurred by the Manager in observing and performing the provisions of Part 2 of the Fourth Schedule are defined as the “Estate Service Charge” which includes management and administration fees of the Manager in observing and performing those functions, as well as any proper fees of Managing Agents employed by the Manager for those purposes. The definition also encompasses any Value Added Tax levied or charged and paid in respect of the services contained in Part 2 of the Fourth Schedule.
13. Clause 15 of the Lease contains covenants by the Respondent to pay the Manager on demand:
 - (a) such sum as is demanded on account of the Estate Service Charge Proportion, by half yearly instalments in advance on the Service Charge Payment Dates or otherwise within 21 days of demand (cl.15.2.1);
 - (b) all expenses the Manager may incur in collecting the arrears of the Estate Service Charge Proportion (cl.15.2.2);
 - (c) such sum as is demanded on account of the Apartment Service Charge Proportion by half yearly instalments in advance on the Service Charge Payment Dates or otherwise within 21 days of demand (cl.15.3.1); and,

- (d) all expenses incurred the Manager may incur in collecting arrears of the Apartment Service Charge Proportion (cl.15.3.2).
14. As identified in the Sixth Schedule, the Apartment Service Charge Proportion payable by the Respondent is 5.58% in respect of Block Costs and 4.24% in respect of Lift Costs. The amount payable in respect of the Estate Service Charge Proportion is 1.96%. Both are subject to potential variation by the Lessor or Manager (cl. 11.2.5).
15. Parkgate is the appointed managing agent of the Estate. Mr Unsdorfer's evidence is that it was appointed as such in 2009 [199], [14]. It appears that it was appointed by the previous freeholder, Berkeley Seventy Seven Ltd, who is named as the Respondent's landlord in service charge demands [94].

Security services for 2020/21

16. The service charge accounts for the year ending 31 December 2021 specify that the costs incurred in respect of security services were £408,484 [137]. The budgeted figure for that year was £376,950, and the actual costs incurred for the year ending 31 December 2020 were £391,355.
17. Mr Florence's evidence [8-9] is that the current security arrangements were first initiated by Berkeley Homes "as part of what was termed their new super-prime estate". The security team recruited were direct employees of Berkeley Homes and were managed by Mr Joseph Hughes. Mr Hughes, however, operated as an independent contractor, with his responsibilities including supervision of the security staff and ensuring that any staff vacancies (through sickness or leave) were covered with properly credentialed relief staff.
18. Mr Florence says that the Applicant continued with this informal arrangement after it acquired the freehold of the Estate, with Mr Hughes invoicing for security services provided through his own company, Wycombe Square Limited ("WSL"). In his statement [25], he states that the Applicant has not, at any point, signed a contract with Mr Hughes or WSL and, if necessary, could dispense with the security arrangements on one month's notice. Exhibited to his witness statement is an email from Mr Hughes dated 21 October 2025, in which Mr Hughes confirmed that the agreement reached with Berkeley Homes was on an 'ad hoc' basis, terminable by either party on one month's notice.
19. Invoices issued by WSL include sums due to meet wage costs for the security team. An example invoice from WSL is at [431] and a schedule of all costs incurred and billed by WSL (totalling £408,484), is at [432].
20. In Mr Florence's opinion, this employed staff arrangement is "manifestly better and more economical than outsourcing to a firm like Group 4 or any of those proffered by Mr Oleynik, which are businesses with overheads and ever-changing personnel". He says that it has enabled the development of a:

“dedicated security team made up of staff who know the residents, their regular guests and family members, and are accustomed to their comings-and-goings. This always makes for far better service than a contracted guard who does not know the difference between an intruder, a member of the local public or a resident. This is common sense and has represented best possible value and service to the residents for two decades.”

21. Mr Unsdorfer’s evidence is that there are two guards on site at all times, 365 days a year, 24-hours per day. Operating on a shift basis, and in rotation, this involves the employment of three day-guards and four night-guards. He confirms that Mr Hughes supervises them and brings on temporary guards to cover absences, including sick leave and holidays, and that this arrangement pre-dated Parkgate Aspen’s involvement. He states that this arrangement, rather than using an external security company, saves a significant amount of money that would otherwise have been paid out in overheads and VAT
22. In the Scott Schedule setting out the scope of his challenges [191], all Mr Oleynik says about these security costs is that it is an “unreasonable cost”. He expands on this in his witness evidence arguing that:
 - (a) the engagement of Mr Hughes and the arrangement with him is unreasonable;
 - (b) the security arrangements in place are excessive;
 - (c) the costs incurred are excessive in amount; and
 - (d) the agreement entered into between the Applicant and Mr Hughes constitutes a Qualifying Long-Term Agreement (“QLTA”) [R178]
23. We reject all of those challenges. In his third witness statement Mr Oleynik expresses concerns over Mr Hughes’ engagement being an informal arrangement that was not tendered or contracted for. In his fourth [R174] [13] he acknowledges that there is no employment contract between the Applicant and Mr Hughes but argues that WSL is a contractor to the Applicant, and that the security staff must be engaged through WSL and not directly employed by the Applicant as suggested. His case appears to be that a formal consultation exercise should have been entered into with leaseholders under s.20 of the 1985 Act before contracting with WSL.
24. In support of that contention, Mr Oleynik has produced an unsigned and undated copy of an agreement expressed to be made between the Applicant and WSL [R191] (“the Unsigned Agreement”). The Unsigned Agreement provides for WSL to be set up and managed by Mr Hughes in order to provide security services to the Estate. It includes an obligation to set up and operate a PAYE scheme and to arrange holiday and sickness cover as required. Its duration is expressed to be “for the term January to December each year, and can be terminated, by either party, giving one months’ notice

prior to end of each term.” WSL is to receive a monthly management fee of £2,000.

25. The security arrangements in place on the Estate are unusual, with some uncertainty existing over the arrangements originally entered into by Berkley Homes with Mr Hughes. It is common ground that this was an ‘informal arrangement’, and there is no evidence that the Unsigned Agreement was ever signed. We found Mr Florence’s evidence compelling as to the nature of those informal arrangements. He has lived in House 17 since the Estate was built around 20 years ago. He was a highly articulate and cogent witness and as a director of the Applicant company was able to provide direct evidence as to the original arrangements entered into by Berkley Homes with Mr Hughes and their continuation once the Applicant acquired its freehold interest.
26. We accept as accurate Mr Florence’s evidence that the security team have always been directly employed by the Applicant as staff of the estate. Mr Oleynik argued that the Applicant had not provided documentary evidence establishing this. However, there is no substantive evidence before us to the contrary. We accept as true, Mr Unsrdorfer’s witness evidence [201] [15] that Mr Oleynik visited the offices of Parkgate Aspen, with his accountant, in order to inspect and be provided with disclosure of invoices and bank statements. Mr Oleynik did not disagree. The meeting appears to have taken place on 27 June 2023 [580-582]. We find that Mr Oleynik had sufficient opportunity to inspect and be provided with copies of documents evidencing how the security officers were employed. Given the lack of any substantive evidence to the contrary, we accept that Mr Florence and Mr Unsrdorfer’s evidence is correct.
27. Although the Unsigned Agreement refers to WSL providing security officers with a contract of employment and terms and conditions, that is not incompatible with those officers being direct employees of the Applicant company rather than WSL. It would have been helpful if a sample contract had been included in the bundle before us, but we nevertheless see no reason to doubt Mr Florence’s oral evidence, given under cross-examination. We also find that the agreement has at all times been terminable by either party on one month’s notice as stated by Mr Florence and confirmed by Mr Hughes.
28. In his closing submissions Mr Oleynik queries why, if the security staff were employed by the Applicant, WSL invoiced for the provision of security services. We find nothing inappropriate in this arrangement. It is perfectly legitimate for WSL to be engaged, as a contractor, to administer the payroll for staff employed by the Applicant company and to provide management services for these staff.
29. We see nothing unreasonable in the manner in which the Applicant has engaged Mr Hughes and WSL. We find that it was not unreasonable for the Applicant, when it acquired its freehold interest in 2009, to continue with the long-standing arrangement with Mr Hughes. We reach that conclusion having regard to the complete absence of any evidence to suggest that

leaseholders were dissatisfied with the arrangement continuing. The Applicant is a resident owned company, and its directors are accountable to its members. If there was concern over the reasonableness of the security arrangements, we would have expected to have seen substantive evidence of that. Mr Oleynik has exhibited some email correspondence from two leaseholders dated December 2024 to his fourth witness statement. One expresses some concern over value for money and suggests that it would be useful to look for quotes from other providers. Another suggests discussion over “small but permanent improvements”. The number and content of these emails do not, in our view, suggest significant leaseholder discontent with the current arrangements, or that to the arrangements in 2021 were unreasonable.

30. Mr Oleynik states in his third witness statement [R15] [8] that WSL was dissolved on 11 March 2025, following a voluntary application for it to be struck off the Register of Companies. He queries the basis on which Mr. Hughes continues to provide services to the Applicant. That question, if it has any significance, is irrelevant to the costs under consideration in this application, which concern the 2020/2021 service charge year.
31. As Mr Sandham submitted, Mr Oleynik’s suggestion that the informal agreement between the Applicant and WSL constituted a QLTA is incorrect for the reasons given by the Court of Appeal in *Corvan v Mahmoud* [2018 EWCA Civ 1102]. Section 20ZA(2) of the 1985 Act defines a "qualifying long term agreement" as "an agreement entered into, by or on behalf of the landlord or a superior landlord, for a term of more than twelve months". The Court of Appeal decided that what is critical is whether the agreement in question could end on the expiry of the initial period of twelve months, or whether it had to continue for a further period. We have accepted Mr Florence’s evidence that this agreement was terminable on one month’s notice by either party. As such, it could have been terminated on or before the expiry of a 12-month period and cannot therefore amount to a QLTA.
32. We also disagree with Mr Oleynik’s submission that the security arrangements in place on the Estate are excessive. He accepts that the Estate comprises high-value properties in a prime location. He also accepts that whilst the Estate has a front entrance gate, there are two pedestrian entrances which are permanently accessible to the public [R16] [11]. Mr Unsdorfer’s evidence is that due to a planning restriction access to the central garden and square of houses cannot be closed off, presenting a constant security risk which has been exploited by intruders on several occasions and needs to be carefully managed both day and night.
33. Mr Oleynik suggests that a “more reasonable solution can be devised” than the current level of security provision but has made no suggestions as to what that solution might entail. Given that this Estate comprises high-value properties in a super-prime part of Kensington, and the lack of any alternative proposals from Mr Oleynik we are entirely satisfied that the provision of 24/7 security services, 365 days a year, comprising a total of seven guards, is a reasonable course of action for the Applicant to adopt. Mr Florence points out in his witness statement [13] that whilst Mr Oleynik

considers the level of security to be excessive, others consider it too little. He suggests that it is impossible to please everyone. In an estate of this size, we agree that a diverse range of opinion is likely, but it does not follow that the security arrangements are unreasonable.

34. As to Mr Oleynik's challenge to the cost of the security services provided, he relies on alternative quotes as comparable evidence. He says **[R19]**[16] that all three quotes were provided in 2025, for the provision of 24/7 on site security, applying guidelines set by the UK Security Industry Authority ("SIA"), using SIA accredited guards only (as is the case with the current security provision). The quotes were:
- (a) OM Security Ltd - who quoted at £15.25 per hour, per guard, plus VAT **[R55]**
 - (b) All Time Security – who quoted at £14.00 per hour, per guard, plus VAT **[R79]**
 - (c) London Security Services (UK) Limited ("LSL") – who quoted at £16.00 per hour, per guard, plus VAT **[R111]**; and
 - (d) Region Security Guarding Limited ("Region Security") - who initially quoted at £13.50 plus VAT **[R130]** but then provided a revised quote of £21.00 per hour, per guard, plus VAT **[R146]**
35. Mr Oleynik's position is that when these 2025 quotes are adjusted for inflation, security to the same or similar standard to that provided in the 2020/2021 service charge year could have provided at a cost of between approximately £236,000 and £274,000, as opposed to the £408,484 actually incurred. His calculation is broadly correct if based on a total annual guard provision of 17,520 hours per annum (24 hours per day x 365 days x 2 guards). A cost of, say, £15 per hour per guard would equate to a total cost of £262,800 plus VAT (£315,360). When pressed by the Tribunal Mr Oleynik said that his preferred comparable was the initial Region Security quote which, he argues, demonstrates that the costs incurred by the Applicant materially exceeded market rates
36. In our determination, neither the OM Security Ltd quote nor the All Time Security quote can be considered comparable to the security arrangements provided in 2020/21. What was provided involved security officers directly employed by the Applicant and supervised by Mr Hughes. No regard is had in those two quotes to Bank holidays, statutory holiday pay entitlement, costs of training, provision for sick leave, Employer's National Insurance, employer's pension contribution, nor other direct costs incurred by an employer, such as administration.
37. The LSL quote factors in Employer's National Insurance, statutory holiday entitlement, and statutory pension contributions, but not training, provision for sick leave, or other direct costs. We therefore consider it to be of little evidential weight as comparable evidence.

38. The revised Region Security quote is of greater evidential value. That is because after provision of the quote to Mr Oleynik, Mr Hughes requested the provision of a revised quote taking into consideration: (a) the existing security provision of 8 guards working on average 42 hours per week, with five on a basic hourly rate of £13.80 per hour and three at £15 per hour; (b) 3% pension entitlement; 15% employer's National Insurance; and (d) holiday cover. That these arrangements were in place was not disputed by Mr Oleynik. Given Mr Hughes' input, which reflected the realities of the security provision, we consider it a useful comparable. Although Mr Oleynik expressed some dissatisfaction about Mr Hughes seeking a revised quote, we see nothing improper in him doing so. Nor is there anything to suggest that Mr Hughes applied improper pressure when obtaining the revised quote.
39. The revised Region Security quote for the period March 2025 – February 2026 was £451,180.80 including VAT. That sum, adjusted for inflation using the Bank of England calculator is approximately £362,000, which, in our view compares favourably with the actual costs incurred in 2020/21 of £408,484. The Applicant obviously had a range of options open to it in terms of security provision when it acquired its freehold interest. It chose to maintain the existing, longstanding, arrangements with WSL and Mr Hughes. That, in our determination, was not an unreasonable election. The difference between the revised Region Security quote (as adjusted) and the actual cost incurred is not so great as to be of concern. The election made was within the range of reasonable options open to the Applicant and costs incurred were, in our view reasonable in amount. They are not dramatically out of line with the revised Region Security quote and as asserted at the hearing by Mr Florence, the arrangements in place have other benefits such as the experience and knowledge gained with continuous long-term employment of staff, and the value placed on the ongoing relationship between residents and the security officers. We therefore determine that the security costs in dispute are payable by Mr Oleynik, in full, in his apportioned share.

Balcony repairs

40. By letter dated 22 September 2020 [214], Parkgate Aspen sent leaseholders preliminary notice, under s.20 of the 1985 Act, of the Applicant's intention to carry out repairs to the balconies of Flats 22 and 23. It was said that there was evidence of defective areas of membrane that needed to be addressed to prevent damp ingress and long-term damage. Observations and nominations for contractors were invited from leaseholders, as per the statutory consultation requirements. No contractor nominations were received and Parkgate Aspen provided leaseholders with a statement of estimates on 29 October 2020 [217],
41. The Applicant's proposed contractor was A R Lawrence, who had quoted a price of £29,838.75 plus VAT [218]. The other contractor who provided an estimate was SBM London Ltd ("SBM"), who quoted £65,936 plus VAT. There was a significant difference between the two contractors in respect of preliminary costs. SBM had allowed for £14,600, and A R Lawrence,

£7,680. The difference was due to SBM providing for workmen to gain access to the balconies through the common parts of the Building, including transportation of materials. That required protection to be provided to the common parts. A R Lawrence, on the other hand, intended to erect scaffolding, which, according to Salouen, the firm of chartered surveyors that provided a tender report to Parkgate Aspen, was regarded as being a “practical solution which should not be troublesome for residents relative to the alternative of access through the common parts [221].

42. Following a leaseholder query, A R Lawrence confirmed the following in respect of scaffolding [222]:

“We have allowed for three independent scaffold towers to be erected at suitable positions to allow access to the balconies so as to prevent the need for any materials and operatives to access via the flat. each tower will be alarmed and enclosed in debris netting.”

43. Actual costs incurred in respect of the balcony repairs amounted to £40,436. A breakdown of those costs is at [460]. Supporting invoices are at [461] – [473]. Mr Unsdorfer’s evidence in his second witness statement [676][15], is that of that sum, the costs of scaffolding broke down as follows:

Installation	£4,855
Dismantling and re-erection	£1,618
Extra hire	£450
Weekly safety inspections	£500

44. Mr Unsdorfer also confirmed that works were carried out to two balconies. A photograph is at [682]. At the hearing Mr Unsdorfer corrected an incorrect reference made at para. [16] of his statement to works being carried out to the balconies of Flats 16 and 17. The works carried out were to the balconies of Flats 22 and 23, and involved resurfacing, re-levelling and decking
45. In his third witness statement Mr Oleynik argues that scaffolding was unnecessary and costs could have been saved if access was instead obtained through the common parts of the Building. He relies upon three alternative estimates which, in his submission supported his contention that the costs incurred were unreasonable. He also queried why costs for managing the works were incurred by both Salouen and Parkgate Aspen.
46. We will address these points in reverse order. Firstly, it is evident from Mr Unsdorfer’s second witness statement [676] [17] and from Parkgate Aspen’s letter of 29 October 2020, enclosing the Statement of Estimates [217], that the work carried out by Salouen involved preparing a specification for the tender exercise for the balcony works; analysing the tenders received; supervising the works and certifying payments when due.

Their costs, totalling £2,375.69 [460] appear to us to be entirely reasonable for the work carried out. We do not accept Mr Oleynik's suggestion that there was no need for a building surveyor to oversee the works. Parkgate Aspen are property managing agents, not surveyors. It would be very unusual for a managing agent to prepare a specification of works of this nature, and it cannot be considered unreasonable for the Applicant to engage a firm of surveyors to do so. Nor, in our view, was it unreasonable to instruct Salouen to and to deal with the subsequent contract administration, including ensuring that the works were properly undertaken in accordance with the specification.

47. Mr Unsdorfer's evidence [18], was that Parkgate Aspen charged a management fee of 2.5% of the contract price, namely £1,001.98 plus VAT. Again, that sum appears to us to be entirely reasonable for the work that would have involved which would have involved liaising with the contractor undertaking the works and dealing with queries received from the directly affected leaseholders. Unless charged for separately, it would also have involved carrying out the s.20 statutory consultation exercise with leaseholders.
48. Turning to the scaffolding, we reject Mr Oleynik's submission that it was unreasonable for the Applicant to elect to use scaffolding for these works. Mr Unsdorfer's evidence was that Salouen would not have recommended scaffolding if it was not necessary in terms of access or safety regulations [676] [17]. We see no reason to doubt the correctness of that statement and find that the election to use scaffolding was clearly reasonable. The alternative would have involved workmen gaining access, and bringing materials, through the common parts which would have involved considerable inconvenience and disruption to residents. We accept Mr Unsdorfer's evidence, given in cross-examination, that leaseholders of these super-prime flats would not have welcomed stripping out and repair works to the balconies of two flats to have been conducted with access obtained through communal areas.
49. As Mr Sandham points out in his closing submissions, Mr Oleynik's position was fatally undermined by his admission, when giving evidence at the hearing, that he personally chose to use scaffolding when replacing the decking on his own balcony in about December 2024 [680]. He said that he chose to do so because it was more "comfortable". The reasonableness of using scaffolding is also evident from the fact SBM's quote for preliminaries was roughly double that of A R Lawrence's because of the cost of protecting the common parts if access was gained through them rather than by way of scaffolding.
50. Nor do we agree with Mr Oleynik's submission that the scaffolding costs incurred were unreasonable in amount. He relied on three alternative quotes, none of which we consider were properly comparable to work actually carried out.
51. As Mr Unsdorfer pointed out in his second witness statement [205] [31] a quote from Fairbrooke Projects Limited ("Fairbrooke") in the sum of

£19,500 [R149] cannot be considered a like for like quote as it made no provision for the provision of self-levelling screed to avoid ponding, nor for a protective layer on top of the new membrane. Nor does it allow for the costs of scaffolding, instead referring to access via the common parts. Mr Unsdorfer suggested that if the quote had made provision for these omitted matters, as well as professional fees, then the likely cost of the balcony works would have been £34,075 plus VAT (£40,890), therefore more than the actual costs incurred.

52. As to the quote from Ulas Koc LTD in the sum of £24,958.88 [R185] this is stated as being for the costs of repair to a “single balcony” as opposed to two balconies. It appears to propose the use of a vertical scissor lift rather than scaffolding and did not include VAT which, when added, would bring the quote to £29,950. Similarly, the quote from Bas Frames in the sum of £20,352.60 [R186] was stated to be a “price per balcony”, suggesting that the costs for works to two balconies would be over £40,000. Again, VAT was not included, and a scissor lift was proposed rather than scaffolding.
53. None of the three alternative quotes relied upon appear to have had regard to the balcony works specification [683] and we do not consider any of them can be considered like for like comparable quotes. Nor do they satisfy us that costs of the work actually undertaken were unreasonable in amount given that the Fairbrooke quote had no regard to the costs of scaffolding and the other two quotes were for work to a single balcony rather than two.
54. We therefore conclude that all the costs in dispute were reasonably incurred and are payable by Mr Oleynik in his apportioned share.

Tribunal: Amran Vance

Date: 15 April 2026

RIGHTS OF APPEAL

- The Tribunal is required to set out rights of appeal against its decisions by virtue of the rule 36 (2)(c) of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013 and these are set out below.
- If a party wishes to appeal against 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.