FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AZ/LSC/2025/1032**
Property	**:**	**59 Greystead Road, London, SE23 3SD**
Applicant	**:**	**David Jeffs**
Respondent	**:**	**London Borough of Lewisham**
Representative	**:**	**Emma Hardman from Anthony Collins Solicitors**
Type of application	**:**	**An application under section 27A Landlord and Tenant Act 1985**
Tribunal	**:**	**Judge Purcell (Chair)** **Judge N Carr** **Mr Naylor FRICs**
Date of Decision	**:**	**16 March 2026**

DECISION

The Decision of the Tribunal

1. The Tribunal determines that the Notice of Intention dated 15 November 2022 served by the Respondent upon the Applicant as part of the section 20 Consultation Procedure under the Landlord and Tenant Act 1985 was validly served on the Applicant.

2. The service charge in the sum of £29,886.09 is payable by the Applicant to the Respondent, pursuant to section 27A(1) Landlord and Tenant Act 1985.

3. The Applicant's applications for orders under section 20C of the Landlord and Tenant Act 1985 and paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002 preventing the Respondent from recovering the costs of these proceedings through the service charge is refused.

4. The Applicant's application for reimbursement of his application fees under Rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 is refused.

The background to the application

5. This is an application under section 27A(1) of the Landlord and Tenant Act 1985 ("the **1985 Act**") for a determination of the Applicant's liability to pay service charges of £29,886.09 for major works (including a 10% management charge), invoiced to the Applicant on 8 October 2024 and forming part of the service charges for 2024.

6. The Applicant is the leasehold owner of 59 Greystead Road, London, SE23 3SD ("the **Property**") by virtue of a lease dated 28 August 1989 and made between (1) The Mayor and Burgesses of the London Borough of Lewisham and (2) Glenworth Anthony Campbell and Kim Judith Campbell ("the **Lease**"). The Property is a two-bedroom flat within a block of flats known as 50-65 Greystead Road ("the **Building**"). The Property is a buy-to-let property which the Applicant lets to tenants. The Applicant does not live at the Property, and his correspondence address is 13 Les Bois, Layer de la Haye, Colchester CO2 0EX ("the **Correspondence Address**"). The Respondent is a local authority and the freehold owner of the Property.

7. The major works included (but were not limited to) the erection of scaffolding, replacement of windows, roofing works and communal works of repair, replacement and maintenance. The works commenced in June 2023 and were completed by December 2023.

8. The Respondent considered the major works to fall within the scope of section 20 of the 1985 Act and therefore required consultation as set out in the 1985 Act.

9. The Applicant claims the consultation process required under the 1985 Act was not complied with, as he did not receive the Notice of Intention providing estimates (hereafter referred to for convenient distinction from the other Notices of Intention as the "**Notice of Estimates**") regarding the proposed major works. The Applicant argues the Notice of Estimates should have been

sent to his Correspondence Address, but he did not receive it. The Applicant states the Respondent was aware of his Correspondence Address and had used it for sending other documents. The Applicant argues that as the consultation process was not carried out correctly, the invoiced amount of £29,886.09 for the works is not payable and instead the costs that the Respondent can recover are capped at £250 by virtue of the 1985 Act.

10. The Respondent's position is that it did comply with the consultation requirements under section 20 of the 1985 Act and the Service Charges (Consultation Requirements) (England) Regulations 2003 ("the **Regulations**"). The Respondent asserts that it sent the Notice of Intention for long-term agreement for planned and major works dated 15 November 2019, the Notice of Proposal of a Contractor dated 1 March 2021, and the Notice of Estimates for the Works dated 15 November 2022 to each of the Applicant's Correspondence Address and the Property address.

The Issue

11. The issue before the Tribunal is the payability of the service charge of £29,886.09 relating to the major works undertaken in 2023. The question before the Tribunal is whether the requisite procedure under Section 20 of the 1985 Act was correctly followed in respect of the major works.

12. The Applicant confirmed both in his skeleton argument and at the hearing that his application related solely to the alleged failure to consult by the Respondent in respect of the major works, and that he was challenging only the payability and not the reasonableness of the service charges levied for those works. No issue was taken about the content of the Notices. The sole dispute is whether the Notice of Estimates was served on the Applicant.

The Applicant's Case

13. The Applicant argued that the correct address for service was his Correspondence Address. The Applicant accepted that he had received the Notice of Intention to enter into a long term agreement for planned and major works dated 15 November 2019, and the service charge invoice dated 8 October 2024 at his Correspondence Address. He did not know if copies of any of the notices or invoices had been sent to the Property address as he had not received anything. In his evidence the Applicant said he not aware of what happened to any post delivered to the Property and he had no system in place to retrieve correspondence sent to the Property.

14. The Applicant claimed that the internal processes of the Respondent were inadequate and that it had provided no evidence of proof of posting or receipt. It was claimed that the exclusion from the 30-day period following the service Notice of Estimates caused him significant prejudice and denied him the opportunity to review the estimates, nominate alternatives and influence the costs of the works.

15. It was claimed by the Applicant that statutory provisions override the wording of the Lease in respect of service of documents. In particular it was argued that regulation 7(5) of the Regulations overrides the clause in the Lease requiring service at the Property and requires service at the Applicant's last known address. At the hearing the Tribunal provided copies of the Regulations to both parties and directed the Applicant to the actual wording of the Regulations, which does not mention service of documents. It was apparent that the Applicant had used internet searches and Artificial Intelligence ("AI") search engines had inaccurately described the legislation and had made up the wording of the Regulations as cited by the Applicant. This was pointed out to the Applicant at the hearing, and he was given a short adjournment to consider the Regulations before making closing submissions.

16. The Applicant also cited various cases in support of his case, however the cases were either not relevant, did not contain the principles they were said to contain, or (in one case) were non-existent. When questioned by the Tribunal on this point the Applicant said he had done online research and it appears either the searches or AI had invented or adapted case law in support of his position. The Applicant was asked if he had read or had copies of the cases he had cited in his favour, and he confirmed he had not read the cases and did not have copies.

17. The cited cases of *Daejan Investments ltd v Benson* [2013] UKSC 14, Lambeth LBC v Kelly [2022] UKUT 290 (LC) and *Regent Management Ltd v Daejan Investments Ltd* (no citation provided) relate to dispensation applications under section 20ZA of the 1985 Act and are not relevant to the issues in this case. The case of *Collingwood v Carillion House Eastbourne Limited* [2021] UKUT 246 (LC) relates to a landlord's failure to comply with the Regulations by not obtaining a quote from the tenant's nominated contractor before proceeding to the next stage and again is not relevant.

18. The Applicant cited evidence of maladministration by the Respondent from various housing ombudsman decisions which do not relate to this matter, nor were any such decisions provided.

19. In closing submissions, the Applicant argued that section 196 of the Law of Property Act 1925 applied to service of documents in this matter, but the Tribunal pointed out that the section has to be incorporated in the Lease to apply so it does not apply here.

20. When questioned the Applicant did not appear to dispute the Respondent's evidence that the Notice of Estimates was sent to the Property address, although it was argued that there was not sufficient evidence to prove service. The Applicant maintained the Notice of Estimates should have been sent to Applicant's Correspondence Address.

21. The Applicant's argument regarding the specific provision for service incorporated in the Lease being, in effect, trumped by statute, was not sustained after the Applicant became aware of the true wording of regulation 7(5).

The Respondent's Case

22. The Respondent argued that it had at all times complied with the Section 20 consultation procedure under the 1985 Act and the Regulations, and it had served copies of all notices, invoices etc at both the Property address and the Correspondence Address. The Respondent argued that the Notice of Estimates was served at the Property address in accordance with Clause 2 of the Lease which says as follows:

"Any notice to be given under this Lease shall be in writing and any notice to the Lessee shall be deemed to be sufficiently served if left at the Demised Premises or sent by pre-paid post to the Demised Premises …"

23. It is the Respondent's case that for the Notice of Estimates to be validly served it only needed to be sent by post to the Property as that is what was required by the terms of the Lease. The Respondent argued it had validly served the Notice of Estimates, but nevertheless in addition had also served a copy of the Notice of Estimates to the Correspondence Address.

24. The Tribunal heard from Crystle Miller on behalf of the Respondent, who was responsible for collating and sending the various notices, including the Notice of Estimates. Ms Miller set out the process that was followed to ensure that the notices under the Section 20 consultation procedure were served correctly. Ms Miller confirmed that she prepared the Notice of Estimates and that this was served at both the Property address and the Correspondence Address. Ms Miller confirmed that a second member of the team double checks all notices

sent including the names and addresses of the recipients and this was done in respect of the Notice of Estimates.

25. The Applicant had the opportunity to ask Ms Miller questions, and she confirmed that the Notice of Estimates was served to both the Property address and the Correspondence Address as shown on the Proof of Posting document. The Tribunal was also shown a table containing responses to the consultation from other leaseholders, to whom notices had been sent to both property and correspondence addresses, as evidence of service.

26. The Respondent set out various arguments regarding the reasonableness of the cost of the works which are not relevant as the Tribunal is only looking at the issue of whether the section 20 consultation procedure was correctly followed when considering the Applicant's liability to pay the service charge for the major works.

The Law

27. Under s27A the Tribunal can determine whether a service charge is payable and if it is the amount which is payable.

28. Section 20 of the 1985 Act requires landlords to comply with certain consultation requirements prior to carrying out the works if the cost of the works will exceed a certain amount. Under the provisions if a landlord fails to follow the consultation requirements the maximum amount a landlord can recover is capped at £250 per leaseholder.

Reasons

29. The notice provisions in the Lease are clear. The Lease requires service of notices at the Property and as long as a notice is sent to the Property by post it is deemed served. The clause does not require actual receipt of any notice served. Instead, it has a deeming provision to confirm that any notice sent to the Property by post will be taken as served whether received or not.

30. The Tribunal accepted the evidence of Crystle Miller regarding the process for the serving of notices. It was clear that the Respondent had a process which envisaged sending notices to both property addresses and nominated correspondence addresses. There was a system for checking the addresses and document produced to the Tribunal entitled "Proof of Postage" showing the addresses the notices were sent to. The record demonstrates sending the Notice of Estimates to both the Property and Correspondence address, and is consistent with Ms Miller's oral evidence. We are satisfied on the balance of

probabilities that that the Notice of Estimates was sent both to the Property and the Correspondence Address.

31. Service was effected by the Respondent posting the Notice of Intention to the Property address. In addition, the Tribunal finds that the Notice of Estimates was sent to both the Property address and Correspondence Address whether or not the Applicant actually received the Notice. The Tribunal takes the view on the evidence before it that the Notice of Estimates was validly served and the section 20 consultation procedure (in relation to the service of the Notice of Intention) was complied with.

Costs

32. The Applicant has made an application under Section 20C of the 1985 Act and paragraph 5A of CLRA 2002 to prevent the Respondent from recovering the costs of these proceedings through the service charge. This application is refused for the following reasons:
    (a) The Applicant has been unsuccessful.
    (b) The Applicant has misunderstood the law and relied on inaccurate statements which the Tribunal understands to have originated from AI hallucinations which included false quotes of legislation and cases that were not relevant or did not exist.
    (c) The Applicant has benefited from the works done to the Property and the Building in general.

33. Under Rule 13(2) Tribunal Procedure (First Tier Tribunal) (Property Chamber) Rules 2013, the Tribunal has discretion to order reimbursement of tribunal fees. The Applicant has made an application that the Respondent re-pay to him the fees he has paid to the Tribunal for issuing the proceedings and for the hearing. This application is refused for the following reasons:-
    a. The Applicant has been unsuccessful.
    b. The Applicant misunderstood the law and relied on inaccurate statements which the Tribunal understands to have originated from AI hallucinations which included false quotes of legislation and cases that were not relevant or did not exist.

Name: Judge Purcell Date: 16 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).