



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

Case reference : **LON/00BE/LSC/2025/1121**

Property : **Flats 1 and 4, Norman House, St
Saviours Estate, Purbrook Street,
London SE1 3DH**

Applicants : **Lynne Brooks and Barry Brooks (1)
Murtaza Kamal (2)**

Representative : **By Lynne and Barry Brooks in person**

Respondent : **Mayor and Burgesses of the London
Borough of Southwark**

Representative : **Mr Chew (Litigation Officer) and Mr
Glasgow (Housing 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 : **Judge Joanna Stewart
Mr Philip Morris FRICS FAAV**

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

Date of decision : **28 April 2026**

DECISION

Decisions of the tribunal

- (1) The tribunal makes the determinations as set out under the various headings in this Decision.
- (2) The tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 so that none of the landlord's costs of the tribunal proceedings, if any, may be passed to the lessees through any service charge.
- (3) The tribunal determines that the Respondent shall pay the Applicant £341 within 28 days of this Decision, in respect of the reimbursement of the tribunal fees paid by the Applicant.

The application

1. The Applicants 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 them in respect of the service charge years 2021/22, 2022/23, 2023/24, and 2024/25.
2. The Applicant also seeks an order for the limitation of the landlord's costs in the proceedings under section 20C of the Landlord and Tenant Act 1985.
3. References in this decision in square brackets are to the main bundle. Where the Tribunal has referred to the Respondent's bundle, there is an 'R' before the page number in square brackets.

The Background

4. Norman House, St Saviours Estate, Purbrook Street, London SE1 3DH ("the **Property**") is a two storey block of 16 flats built around 1960s.
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. Mr Kamal holds a long lease of the Flat 1 at the Property and Mr and Mrs Brooks hold a long lease of Flat 4. Mr and Mrs Brooks originally brought the application, and Mr Kamal has since joined. Where we refer to "the Applicants" we mean both Mr and Mrs Brooks, and Mr Kamal together. Where we refer to 'each of the Applicants', we mean each of the flat owners, i.e. Mr and Mrs Brooks, and then Mr Kamal separately. Each of the Applicants' leases both require the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge. The service charge year runs from April to March.

7. The actual service charge for the block electricity in 2021/22 was £305.53. In 2022/23 the charge was 75.89. However in 2023/24 the Applicants were charged £1,250.98. In 2024/25 it had reduced to the more usual £291.28. The reasons given for the surge in the cost of the electricity in 2023/24 were that there are three separate electricity meters that serve the Property. Two of them (MPAN 1200028664371 and MPAN 1200028664380) are smart meters and a third (MPAN 1200028664390) is not. The MPAN number is the reference number for each meter identifying where the meter is located and the Respondent then attributes the MPAN number to the relevant meter and location. In this decision, when referring to a meter we will refer to MPAN and the last 4 digits of the reference. MPAN 4371 serves areas around the Property as well as the Property itself. The Respondents state that approximately 62% of the usage of MPAN 4371 is for the Property.
8. The Respondent uses a firm called Laser to carry out electricity bill validations and to act as a broker between the energy supplier and the Respondent. Laser provides invoices to the Respondent directly. These invoices arrive in the form of a large excel spreadsheet which covers the Respondent's property portfolio.
9. The Landlord did not receive any electricity invoices for the service charge year 2022/23 from Laser. In 2023/24, it was charged £11,446.66 for electricity relating to Norman House, £9,242.92 of which was attributable to the non-smart meter, MPAN 4390. This charge included costs from January 2022 to September 2023.
10. For the service charge year 2024/25, the electricity costs for Norman House were only calculated using the smart meters MPAN 4371 and MPAN 4380. Laser were unable to physically locate the third meter, MPAN 4390. Since then, the Respondent has confirmed that its Engineering Team has been unable to locate the third meter, and that therefore the Respondent has been unable to verify the meter's relevance to Norman House or obtain any actual readings from it.
11. In addition, the Respondent has charged the Applicants a 'Climate Change Levy' in their service charges. Prior to the hearing, the Respondents accepted that this was incorrect and confirmed that it is taking steps to refund the Applicants the monies paid in relation to the Climate Change Levy.

The Leases

12. The Leases of each of Flat 1 [347] and Flat 4 [366] are on similar terms and contain the usual obligations to pay a fair proportion of the costs and expenses incurred by the Landlord in relation to the maintenance and management of the building together with providing insurance.

13. The parties agreed that the service charges demanded in relation to communal electricity costs and the repair of the building were payable by the Applicants under the terms of the Leases.

The Hearing

14. Mr and Mrs Brooks represented themselves at the hearing and also represented Mr Kamal. The Respondent was represented by Mr Chew, Litigation Officer, and Mr Glasgow, Housing Manager. The Tribunal is grateful to all the parties for their assistance prior to and during the hearing.
15. Immediately prior to the hearing the Respondent had made some concessions to the Applicants. The start of the hearing was delayed while the parties discussed these concessions. Upon the parties returning to the hearing the Tribunal was informed that they had agreed the following points:
 - (a) That the Respondent will refund to each of the Applicants the sum of £789.03 as 7/82 (being the appropriate apportionment for each of the Flats) of £9,242.92. £789.03 was the proportion of the charges attributable to the missing electricity meter, MPAN 4390, in the 2023/24 account.
 - (b) Should MPAN 4390 be found, the Respondent will start charging the Applicants for electricity relating to it, but will first explain the relevancy of the meter to Norman House and confirm its position. The Respondent will not seek to claim any charges retrospectively.
 - (c) The Respondent agrees to provide both Applicants with a refund of £120 for the Climate Change Levy.
 - (d) The Respondent has identified duplicated electricity invoices and will refund each of the Applicants £70.48.
 - (e) The concessions above came to £979.48 for each Applicant, but as each leaseholder pays a 10% administration fee on all services, that will also be refunded at £97.95, so the total concession for each flat was £1,077.43.

The issues

16. Having clarified the concessions, at the start of the hearing the parties confirmed that the following matters were still at issue:

- (i) The payability and/or reasonableness of service charges for 2021/22 and 2022/23 relating to electricity costs for the smart meters operating on the site, including whether the charges are payable under s.20B of the 1985 Act;
 - (ii) The payability and/or reasonableness of service charges for repair costs in 2023/24 and 2024/25;
 - (iii) The payability and/or reasonableness of service charges relating to block lighting for 2024/25.
17. Section 19 of the 1985 Act provides that relevant costs shall be taken into account in determining the amount of a service charge payable for a period: (a) only to the extent that they are reasonably incurred, and (b) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard. 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.

1. Electricity charges 2023/24 [270]

18. As mentioned above, the service charge invoice for 2023/24 contained electricity charges from 2021/22 and 2022/23 which were only invoiced to the Respondent in September 2023, as well as containing charges from 2023/24 for a total of £1,250.98.

The tribunal's decision

19. The tribunal determines that the amount payable in respect of the electricity costs charged in 2023/24 is £216.16.

Reasons for the tribunal's decision

20. The first matter is whether the costs claimed from 2021/22 and 2022/23 were out of time. Section 20B of the 1985 Act states that:

“(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.”

21. The question for the Tribunal is therefore “When were the relevant costs incurred?”. It is helped by the decision of the Court of Appeal in *Burr v OM Property Management Ltd* [2013] EWCA Civ 479 which confirms that costs are not ‘incurred’ on the provision of services of supplies to the landlord or management company, but only when they are quantified or crystallised by the presentation of an invoice (or other demand for payment).
22. In this case, the costs were ‘incurred’ by the Respondent when they were sent the invoices by Laser at dates around and including 8 September 2023. They are therefore payable by the Applicants under section 20B as, having been incurred in September 2023 they were sent to the Applicants in the 2023/24 invoice on 20 September 2024 [267], having been notified to them in February 2023 [263], well within the 18 month period.
23. The Tribunal must then consider whether these costs are reasonable. As the Applicants have said, Ofgem have a rule that energy suppliers in Great Britain cannot back-bill domestic customers or microbusinesses for energy used more than 12 months previously, unless the customer has acted unreasonably. Whilst this is not binding on the Tribunal, the Respondent could, and arguably should, have raised the issue of back-billing with Laser. This would have been reasonable behaviour and it is not equitable for the Applicants to bear the cost of the Respondent’s failure to raise the back-billing.
24. The Tribunal is therefore persuaded that the Applicants should pay for electricity costs incurred 12 months prior to Respondent receiving the invoices. The invoices were received in September 2023, so the reasonable costs were those from September 2022.
25. The electricity charges were £1,250.98 [270]. Of those, the Respondent has already conceded £789.03 (in relation to the missing MPAN 4390 meter) which leaves £461.95. This comprises historical costs of £416.86 as well as £45.09 for the actual costs of the electricity in 2023/24. With thanks to Mr Glasgow of the Respondents for assisting with the apportionment, the historical costs fell as follows:
 - January to March 2022 - £74.71
 - March to September 2022 - £171.08
 - September to March 2023 - £171.07

The Applicants should therefore pay the costs from September 2022 to March 2023 (£171.07) plus the costs for electricity in 2023/24 (£45.09), altogether a total of £216.16.

2. Block responsive repair costs 2023/24 [270]

26. Block responsive repair costs to the block for 2023/24 of £351.58

The tribunal's decision

27. The tribunal determines that the amount payable in respect of block responsive repair costs for 2023/24 is £270.03.

Reasons for the tribunal's decision

28. The Applicants claimed that £81.25 of the £351.58 is for duplicated costs. The list of repairs is set out in the worksheet provided by the council [30] and [35-49]. In particular the table at [37] shows that there were two charges for unblocking a drain, and the Applicants were also charged for a job that had closed [36]. On the same table there are costs relating to wooden gates and windows, which the Applicants have said do not exist at Norman House as they are all UPVC. The Respondents did not provide any evidence that this was not true. The Tribunal is therefore persuaded that not all of the costs listed by the Respondents as block responsive repairs for 2023/24 are reasonable and that the deduction proposed by the Applicants is fair.

3. Block responsive repair costs 2024/25 [280]

29. Actual block responsive repair costs for 2024/25 are £95.40.

The tribunal's decision

30. The tribunal determines that the amount payable in respect of block responsive repair costs for 2024/25 is £80.

Reasons for the tribunal's decision

31. The Applicants have, again, reviewed the block repair costs for 2024/25 as set out in [R236]. The costs list includes fire inspections for three fire doors at the property. The Applicants contend that there is only one fire door. This was not challenged by the Respondents. In addition there are further costs for carpentry repairs and wooden windows. The Applicants contend that the windows are UPVC. This was not disputed by the Respondents. The Applicants have asked for a reduction in the service charge payable of £15.40 which the Tribunal considers reasonable given

that some of the items on the costs list do not appear to relate to Norman House.

4. Block lighting costs 2024/25 [280]

32. The Applicants query the block lighting costs for 2024/25 of £291.28.

The tribunal's decision

33. The tribunal determines that the amount payable in respect of block lighting costs for 2024/25 is £191.28.

Reasons for the tribunal's decision

34. The Applicants' claim is that the breakdown of block lighting costs [R241] continue to show invoices relating to the meter MPAN 4390 which the Respondent has acknowledged cannot currently be located. In addition, the costs detail seven repairs relating to lighting maintenance despite the fact that the block only has 17 LED light fittings, which the Tribunal was persuaded was arguably an unreasonable number of repairs for so few lights.

35. The Respondent confirmed that this included repairs to the lights, and that whilst the repairs are being challenged, an amount should still be rechargeable on the basis that the Applicants benefit from communal lighting.

36. The Tribunal has considered both arguments and is persuaded by the Applicants that it would be fair to reduce the charge for block lighting by £100.

Application under s.20C and refund of fees

37. 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 heard 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.

38. In the application form and at the hearing, the Applicant applied for an order under section 20C of the 1985 Act. Although the landlord indicated that no costs would be passed through the service charge, for the avoidance of doubt, the tribunal nonetheless determines that it is just

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

and equitable in the circumstances for an order to be made under section 20C of the 1985 Act, so that the Applicant may not pass any of its costs incurred in connection with the proceedings before the tribunal through the service charge.

Name: Judge Joanna Stewart Date: 28 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).