



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

**Case reference** : **LON/00AY/LSC/2025/0992**

**Property** : **Flats 11 & 12 Ingram Lodge, 80 Kings Avenue, London SW4 8BJ**

**Applicants** : **Simon Dick & Paul Kleinman**

**Representative** : **In person**

**Respondent** : **The Ingram Lodgers Ltd**

**Representative** : **Spencer West LLP  
(Mr Carl Brewin of counsel appearing at the hearing)**

**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 O Dowty MRICS  
Mr A Gee RIBA  
Mr M Banton FRICS**

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

**Date of decision** : **29 April 2026**

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**DECISION**

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## **Decisions of the tribunal**

- (1) We make the determinations as set out under the various headings in this Decision
- (2) We make orders under section 20C of the Landlord and Tenant Act 1985, and under Paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002; so that none of the landlord's costs of the tribunal proceedings may be passed to the lessees through any service charge or as an administration charge.

## **The application**

1. The applicants seek 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 applicants in respect of planned major works in the service charge years 2024 and 2025.

## **The hearing**

2. We held a face-to-face hearing in this matter on 27 February 2026 at 10 Alfred Place, London, WC1E 7LR. The applicants appeared in person at the hearing and the respondent was represented by Mr Carl Brewin of counsel, instructed by Spencer West LLP. Alongside Mr Brewin, Ms Anna Nicolaou – of the respondent's property manager's staff (Prime Property Management) – also attended.
3. Due to our needing to allow time for the parties to make further written submissions after the hearing regarding authorities to which the respondent had referred during it (as set out below), it was necessary for us as a Tribunal panel to reconvene on a later occasion without the parties to consider our decision.
4. This matter was not, it is fair to say, in a particularly good state at the start of the day to be heard – and we had to spend nearly half of the hearing day sorting out procedural issues and actually working out what, precisely, the dispute was. That was a reflection of the desire of all of us present in the room, including the parties, to get the matter heard that day, and we are grateful to the parties for their assistance.
5. We also wish to make clear that none of our decision should in any way be read as a criticism of Mr Brewin or the respondent's solicitors; both of whom were instructed extremely late in the day and (certainly in the case of Mr Brewin) had gone to lengths to get abreast of this matter in a short time. We are grateful to him for doing so, as frankly we suspect we would not have succeeded in getting this matter heard on the day otherwise.

6. The first issue we had to determine was actually a fairly substantive one as well. The applicants aver (and continue to aver) that the respondent's representatives (including Prime Property Management) are not actually representatives of the respondent. The respondent is a company owned by the leaseholders of the building, including the two applicants. It was against the rules of the company, we were told by the applicants, for the appointment of either Prime Property Management or the solicitors to have been made. Accordingly, no such appointment had been made.
7. The respondent (or at least that body of the company which puts itself forward as the respondent) says that they do have the right to appoint both Prime Property Management and the respondent's legal representatives.
8. It was sought by the applicants that we might dive deeply into this matter and consider whether the respondent was, in fact, authorised by its articles of association and other company rules to appoint representatives in the way it had. We were unwilling to do so. We consider that it is outside of the jurisdiction of this Tribunal to make deep findings as to matters of company law like this.
9. To our mind, whether or not the respondent should – by its own rules and processes – have appointed the representatives it has is not within our jurisdiction. The respondent has appointed those representatives, and accordingly they represent the respondent.
10. Of more significance, though, was the Tribunal's side of this issue as regards our 'Procedure Rules' (The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013). Rule 14 makes requirements about the appointment of representatives in matters before the Tribunal. In essence, firms of solicitors, barristers and other similar legal representatives (the full circumstances concerning this are longwinded to explain and not relevant here) can inform the Tribunal they act on behalf of a party. In other cases, the party seeking representation must write to the Tribunal and the other parties **themselves** to notify them they have appointed a representative.
11. In this instance, Prime Property Management had written to the Tribunal and the applicants to say they acted for the respondent; but strictly speaking that notification needed to come from the respondent as Prime Property Management are not the sort of legal representative that might make that notification in accordance with Rule 14 of the Procedure Rules. At the start of the hearing we discussed this matter, and in a brief adjournment (which was taken to enable other things to happen as well) it was arranged that the respondent's solicitors (whom had instructed Mr Brewin to appear on the day) would email to confirm that they acted for the respondent. They did so, and we were satisfied that resolved the matter as far as the Tribunal's Procedure Rules were concerned as well.

12. At the start of the hearing, the respondent handed in a bundle of documents – which had not been included in the applicants’ bundle. We gave the applicants some time to look at the contents during an adjournment, and they indicated that they had had sight of practically all of the documents before.
13. The applicants objected to the bundle’s inclusion, but we considered – having made lengthy enquiry – that the applicants had seen practically all of the documents in it before and were not being ‘ambushed’ by new information. Accordingly, we considered it was in line with the Tribunal’s overriding objective to deal with cases fairly and justly (Rule 3 of the Procedure rules) to allow that bundle to be provided; but made clear that the applicants should – as the hearing progressed – inform us if any documents that came up in it did come as a surprise (which did not happen).
14. That being said, the respondent did refer to authority to support their argument which the applicants had not been given sight of before, in the form of the cases of *McGreal v Wake* [1984] 13 HLR, *Bradley v Chorley BC* [1985] 17 HLR and an excerpt from the 7<sup>th</sup> edition of the well-known textbook – *Dilapidations: The Modern Law and Practice*.
15. Those authorities were offered to support the respondent’s argument concerning whether repairs made necessary by a service charge item were themselves service charge items (the subject of ‘question 2’ below). Whilst provided at extremely short notice, these authorities were simply to support the respondent’s point rather than make a new one, and contain uncontroversial statements of the law. Accordingly, we considered again that it would be in line with the Tribunal’s overriding objective to deal with matters fairly and justly to permit those authorities to be referred to. However, to ensure procedural fairness, we allowed the applicants a two-week period after the hearing to provide any submissions they wished to make regarding the new authorities – and likewise the respondent a week after that to make a brief reply.
16. Both parties took the opportunity to make such written representations after the hearing, for which we are grateful; and we have read and considered the contents of those submissions. We would note for completeness, however, that we made clear at the hearing we would not consider any submissions from the parties that did not directly concern the new authorities from the respondent. The applicants’ written submission after the hearing did go further than this in part, and again as we made clear at the hearing we have had no regard - in arriving at our decision - to the submissions of the applicants which went beyond what we had directed.

## **The background**

17. The properties subject to the application are flats in a post-war, purpose-built block of flats on Kings Avenue, SW4; nearby to the Brixton Windmill.
18. 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.
19. The applicants hold long leases of their properties which require the landlord to provide services and the tenants to contribute towards their costs by way of a variable service charge.

## **The issues**

20. Despite the volume of paperwork, the main crux of this case – on discussion with the parties at the hearing - is actually much simpler and more limited than the papers suggest.
21. The respondent intends to carry out works, principally concerning the injection of a chemical damp proof course (DPC); but also ancillary works such as lowering external ground levels and redecorating the interior of the flats once the works have been completed.
22. To pay for those works, the budgets in the 2024 and 2025 service charge years have included an amount for reserves of £30,000 in each year, to make a total of £60,000. Those budgets have been demanded of the applicants – and accordingly the budgeted costs of the works have been demanded of the leaseholders at the building.
23. Our determination concerns, therefore, the applicants' respective shares (the percentage shares not being in dispute) of that total £60,000 in demanded, budgeted, costs.
24. At the hearing, and to some extent in spite of the content of the written submissions of the parties which suggest a much wider dispute, we agreed with the parties that we were, essentially, to answer 2 questions worded as follows:

*In the 2024 & 2025 service charge years, the budgeted costs of the major works is £60,000:*

- *Are the major works appropriate and payable at all?*

- *If the major works are appropriate and payable, should the applicants be paying for works internal to the flats (and associated decanting and storage)?*
25. Having heard evidence and submissions from the parties and considered all of the documents provided, we have made determinations on those questions as follows.

**Question 1 – Are the major works appropriate and payable at all?**

26. The applicants say that the major works proposed (which predominantly concern the insertion of a chemical DPC to the exterior walls of flats 1 and 3) are not appropriate, save for a handful of works including lowering external ground levels and re-pointing which have already been carried out and are not in dispute.
27. The applicants' basis for saying this is that there is no definitive evidence to show the works would resolve the damp (which they instead say is predominantly the fault of the occupiers and leaseholders of the relevant flats). In any case, Flat 2 – which is also on the ground floor – does not suffer from rising damp (as evidenced by a report from Damptech); and no works are proposed to be carried out to it. The applicants aver that if the DPC had failed, it would affect Flat 2 as well.
28. It is therefore irrational, they say, to carry out the proposed DPC works without definitive evidence that spending £60,000 would provide a positive result; particularly where the reports available identify multiple causes of damp, many of which would be cheaper to remedy.
29. The respondent, unsurprisingly, disagrees. They have received advice which they say does show these works are needed and will resolve the damp issue (though they do accept that there is at least some mixed-causation as regards the flats involved).
30. To evidence that position, the respondent has provided 7 documents: 2 quotes from contractors (Kenwood and Bryhill); a homebuyers report concerning flat 1 and a brief extract of a 'property check' concerning another one (which we understand to be flat 3); a report from 'WaterDamage'; the report of a building surveyor, Robin Craft, of Consult Construct (an RICS Regulated Firm); and a tender report from another surveyor, Joe Victor, of Hallas & Co (also an RICS Regulated Firm).
31. In some circumstances that might have been an overwhelming evidence base for the proposed works. However, to say the documents provided offer a mixture of causes of the damp at the property and potential remedies is an understatement.

32. Kenwood propose installing a chemically injected DPC. WaterDamage don't mention there being anything wrong with the DPC itself at all, other than bridging due to elevated ground levels; and instead spend much of their time blaming things like poor ventilation and even, in part, "poor housekeeping".
33. The document that we consider carries the most weight of those produced is the report of Robin Craft of Consult Construct. It is a well put-together, serious, building surveying report the contents of which we have no difficulty in accepting. The 'conclusion' section of that report (at page 9 of the report and page 26 of the Respondent's bundle) says, at paragraph 8.4 (with the Tribunal's emphasis in bold):

*Due to the damp signs and high moisture meter readings at low level it suggests rising damp is the cause of the low-level damp. Previous chemical injection works is evident across all elevations which would have been used as a treatment for rising damp. **Chemical damp injection is likely to be having no benefit to preventing rising damp and could possibly be allowing more moisture into the external walls. An alternative approach is now recommended.***

34. Nevertheless, a chemically injected DPC is exactly what is being proposed by the respondent. That is against the advice of Robin Craft, the respondent's own surveyor, who provided them the detailed building survey.
35. We were invited by counsel for the respondent, at the hearing, to consider the report of Robin Craft indicated that works to the DPC were needed. The applicants' case, he continued, was not that the works should concern a traditional, physical DPC (as Robin Craft's report goes on to make comments regarding in the next paragraph) - but rather that no DPC works were required at all. That was a well thought-out submission, but it is one that cannot succeed.
36. The applicants say that the DPC works proposed are not necessary. In response, the respondent has relied upon the advice they received. The advice they received is a mixed bag, but principle amongst that advice, we consider (and indeed we were taken to it by the respondent at the hearing), is the report of Robin Craft. Were the respondent to be proposing a different set of works, the evidence provided by them in the form of that advice might well have demonstrated the necessity of those works; but a report saying chemical DPC works would not be appropriate and the existing one might in fact be making matters worse cannot be evidence that such works are necessary. Indeed, it is strong evidence of the opposite.

37. It is, in truth, a little difficult for us to understand (based on what we have been provided) why the respondent, a leaseholder owned company, wishes to go ahead with chemically injected DPC works – having received clear advice from an apparently sensible surveyor that an alternative course of action should be taken; and mixed advice otherwise. Frankly, and again based on what we have been provided, it appears to us that we would do the respondent a significant disservice by allowing their case to succeed. As the respondent’s own building surveyor has observed (at section 7.5 of the report) “Chemical injection damp proofing is not always the correct treatment for rising damp”.
38. We were also invited to consider that chemical DPC works must be appropriate as the respondent sought out suppliers who then provided quotes for it. Were those works not so appropriate, the logical inference we were being invited to draw was, then no such quote would have been provided.
39. We disagree with that argument. The fact a tradesperson has been asked to quote for works and has done so (or even recommended that a set of works be carried out by them) does not necessarily demonstrate that they are either needed or appropriate. That is particularly true when there is other evidence suggesting those works are not appropriate from an independent building surveyor, at an RICS Regulated Firm, of the respondent's own choosing; and again particularly when the question boils down to something highly technical like whether installing a new chemically injected DPC as against repairing an existing physical one is appropriate or not.
40. In the latter case, it is worth noting that Kenwood for one can’t have considered that question – as their quote document says (at page 2 of the quote or page 66 of the respondent’s bundle) that “To the original parts of the building, due to wall finishes, we were unable to ascertain the presence of absence of an existing damp proof course...”.
41. The respondent did not advance, though we have considered ourselves when weighing the evidence before us, the significance of the Hallas & Co Tender Report – which was carried out by a chartered surveyor Joe Victor MRICS. Having read that report, there is no commentary included to say why a chemical DPC is appropriate in this instance, or apparently considering its appropriateness at all.
42. Instead, it appears to us from the commentary provided that the suitability of a chemical DPC was not in serious question in preparing that report. Of particular note in this regard are sections 1.02 and 3.02; which say:
  - 1.02 *Damp and moisture penetration remedial works are required to Flat 53 [sic]. A specialist contractor has provided a specification*

*for remedial measures including damp proof course insertion and ancillary works as detailed section 3.0 (in this schedule)...*

*3.02 Remedy dampness to internal walls of dwellings due to a lack of an effective damp-proof course and also high external ground levels. Provide a specialist wall treatment design and system with a 20 year insurance backed warranty... Bryhill Technical Services have inspected and provided a detailed designs for the works the reports provided. Allow for use of Bryhill to complete the specification ref. SH/24/72256 dated 4/12/24 pages 1-5 (attached) for the damp proof course injection...*

43. We also note for completeness that the homebuyers report provided concerning Flat 1 and the extract of the ‘property check’ (apparently concerning Flat 3) do support the suggestion that there are issues with the DPC, but – unsurprisingly given their purpose, intended audience and possible completion by a valuation surveyor rather than a specialist building surveyor – do not propose a remedy other than “corrective works”.

### **The decision of the Tribunal concerning question 1**

44. Accordingly, we find - on the balance of what we have been provided in evidence - that the proposed chemical DPC works are not appropriate. The costs of those works is therefore neither reasonable nor payable.
45. That does not mean that none of the budgeted £60,000 in costs for the major works are payable, as the applicants agreed at the hearing that a total (‘global’) figure of £6,600 of costs were for things that had either been done which should have been, or were allocated for future works with which they agreed.
46. Accordingly, as regards the £60,000 budgeted by the respondent for major works in the 2024 and 2025 service charge years, **the applicants are only liable for their respective shares of £6,600.**

### **Question 2 - If the major works are appropriate and payable, should the applicants be paying for works internal to the flats (and associated decanting and storage)?**

47. Having found that the cost of the chemical DPC works are neither reasonable nor payable, this question falls away in our decision - as the planned decoration, storage and decanting costs internal to Flats 1 and 3 are proposed as necessary due to the chemical DPC works. Those works, we have found, are not appropriate; and accordingly the costs of the proposed subsequent internal making good, redecorations and the storage and decanting costs are not payable either.

48. We are therefore keen, in line with the Tribunal's now much-referred to overriding objective to deal with matters fairly and justly, to avoid unnecessary expenditure of judicial resource writing at disproportionate length concerning a moot point. However, it is good practice for us to at the least record in summary our findings were the answer to question 1 different. That is, would the storage, decanting and internal making good and redecoration costs be payable if the costs of the works **were** payable?
49. We find that they would have been. These are budgeted costs, and the respondent submitted in terms at the hearing that these costs were purely to facilitate the works and make good after them. The making good and re-decoration, we were told expressly, would not extend beyond the area around the works carried out. There has been no serious, made out challenge to the 'reasonableness' of those costs (that is, an evidenced case that the costs are excessive given what is proposed to be done); and instead the applicants' challenge is really to payability.
50. We note the applicant's submissions that the decoration works are works internal to flats, and their concerns that instead this was a 'cover' to decorate the whole of those flats rather than just making good. In the first instance, whilst internal decoration works of themselves may not be service charge items (as is accepted by the respondent), the making good and decoration works in this case would be made necessary by works which, as a landlord obligation, clearly would fall under the service charge - and we therefore consider that they, too, are service charge items as a result. We found the authorities referred to by the respondent in paragraph [14] above, and their subsequent reply to the applicant's submissions as referred to in paragraphs [15] and [16] above, to be relevant in this regard.
51. In the second instance - the fear that the works are being used as a 'cover' for the flats to be redecorated at communal expense - this is ultimately an allegation of fraud for which we have been provided no tangible evidence in support beyond the applicant's concerns.
52. In any case, the works haven't yet been carried out, and this application concerns budgeted costs. If it were to be the case that works were carried out in variance from those which were planned for in the budget, this would be a matter for challenge of the actual costs incurred once they are finalised rather than their budgeted cost.

### **The decision of the Tribunal concerning question 2**

53. For the reasons given above, **were the answer to question 1 different** – and the costs of the Chemical DPC works were payable – we would have found that the costs of decanting, storage and making good internally to the flats was reasonable and payable.

54. As it is, however, we make no such finding for the reasons we have outlined at paragraph [47] above; and instead, **we find that the costs are not payable by the applicants.**

**Applications under s.20C and Paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002**

55. In the application form, the applicants applied for orders under section 20C of the 1985 Act, and under Paragraph 5a of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.
56. Ultimately, this a case almost exclusively about the appropriateness of the (chemically injected) DPC works proposed. We have found they are not appropriate, and accordingly we consider it is just and equitable that the applicants are shielded from paying the respondent's costs in seeking to defend this application.
57. Although the landlord indicated that they did not think any costs could in any case be passed through the service charge, for the avoidance of doubt, the tribunal nonetheless determines that it is just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act, so that the respondent may not pass any of its costs incurred in connection with the proceedings before the Tribunal through the service charge.
58. In addition, we consider it is just an equitable that an order is made under Paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002, so that the respondent may not charge any of its costs incurred in connection with the proceedings before the Tribunal to the applicants as an administration charge.
59. We therefore make such orders.

**Name:** Mr O Dowty MRICS

**Date:** 29 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 should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

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).