



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

Case reference : **CAM/22UB/LIS/2023/0015**

Property : **44 Woodstock Crescent, Laindon,
Basildon, Essex SS15 6LG**

Applicant : **Mr Nicholas Woolgar**

Respondent : **Shireways Property Management Ltd**

Representative : **Jessica Maidman (Director, J Nicholson
& Son Limited)**

Type of application : **For the determination of the liability to
pay service charges**

Tribunal members : **Judge Alice Holtom
Judge Bernadette MacQueen
Mr Gerard Smith, MRICS FAAV**

Date of hearing : **3 March 2026**

Date of decision : **28 April 2026**

DECISION

Decisions of the Tribunal

- (1) The Tribunal determines that the sum of £2,643.20 is payable in respect of the invoice dated 3 March 2021, for the reasons set out in this decision.

- (2) The Tribunal further finds that the Respondent was not required to carry out a section 20 consultation in relation to the repairs to the parapet walls, for the reasons also explained in this decision.
- (3) The Tribunal makes an order under section 20 of the Landlord and Tenant Act 1985 (“the 1985 Act”) so that none of the landlord’s costs of the Tribunal proceedings may be passed to the Applicant through any service charge.
- (4) The Tribunal makes an order under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 (“the 2002 Act”) extinguishing any liability of the Applicant to pay any administration charges in respect of the litigation costs of this application insofar as they might otherwise have been payable under their lease.
- (5) The Tribunal makes an order under Rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“the Tribunal Rules”) requiring the Respondent to pay the Applicant the sum of **£100** within 28 days of this Decision, in reimbursement of all their Tribunal fees.
- (6) The Tribunal makes the determinations as set out under the various headings in this Decision.

Reasons for the Decisions

The Application

1. By application dated 18 July 2023, the Applicant sought a determination pursuant to s.27A of the Landlord and Tenant Act 1985 (“the 1985 Act”) as to the amount of service charges payable in respect of service charge years 2014 to 2023.
2. The Applicant also applied for an order for the limitation of the landlord’s costs in the proceedings under section 20C of the 1985 Act and an order to reduce or extinguish the tenant’s liability to pay an administration charge in respect of litigation costs, under paragraph 5A of the 2002 Act
3. The relevant statutory provisions are set out in Appendix 1 to this Decision.
4. Directions were issued for the exchange of evidence, and the matter was initially listed for hearing on 12 November 2024. However, on that date, the Tribunal concluded that the case was not ready to proceed and issued further directions.

5. A case management hearing took place on 22 October 2025. At that hearing, the Applicant confirmed that the sole issue requiring determination was the payability and/or reasonableness of the works carried out to the parapet walls between 2015 and 2023—specifically, whether the works were payable under the lease, whether consultation under section 20 of the 1985 Act was required, and the reasonableness of the works with regard to cost and standard of the work.
6. Further directions were made, including a requirement for the Applicant to file a statement setting out his position, with the Respondent to be given an opportunity to reply. The Respondent was also directed to prepare and lodge a hearing bundle.

The Hearing

7. A remote hearing took place via CVP (Cloud Video Platform). The Applicant appeared in person at the hearing, and the Respondent was represented by Jessica Maidman (Director of J Nicholson & Son Limited). Allen Mullen (Property Manager of J Nicholson & Son) attended to give evidence on behalf of the Respondent.
8. 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. The Bundle contained photographs which the Tribunal considered.
9. The Tribunal had before it a bundle consisting of 175 pages (“the Bundle”), prepared by the Respondent in accordance with the Tribunal’s directions.

The Background

10. 44 Woodstock Crescent, Laindon, Basildon, Essex SS15 6LG (“the Property”) is a ground-floor, purpose-built two-bedroom flat constructed circa the 1970s. It forms part of a residential estate comprising 96 units, with each block containing six flats.
11. Shireways Property Management Ltd (“the Respondent”) is the company formed to oversee the Management of the estate as outlined in the Lease. J Nicholson & Son Ltd is appointed to act on behalf of Shireways Property Management Ltd in the collection of service charge and maintenance of the estate.

The issues

The Applicant’s Evidence

12. At pages 79 to 108 of the Bundle the Applicant set out the summary of the dispute, provided a witness statement, supporting documents and photographs. The Applicant's statement dated 10 November 2025, confirmed that the disputed service charge amount was an invoice dated 3 March 2021 from B.P Maintenance Ltd for rebuilding and redial works to parapet walls in May 2021.
13. The Applicant submits that the invoice relied upon by the Respondent appeared to be pro-forma and lacked individual invoice numbers. The Applicant further contended that there was no scaffolding erected despite this being included in the invoice for the work and disputed that a damp proof course was installed as invoiced.
14. It was the Applicant's position that the Respondent had failed to consult under s.20 of the 1985 Act, and therefore any payment should have been capped at £250. The Applicant submitted that the Respondent should have carried out a survey of the Property, and that the works to other parapet walls were part of a set of qualifying works. The total amount charged was £32,582.40 (apportioned £339.40 per property). The costs of the work therefore exceeded £250 per leaseholder, and the Applicant submitted that the Respondent was required to comply with the consultation requirements under s.20 of the Act.
15. Regarding the repairs, the Applicant contended that the repairs to the parapet walls were unnecessary, excessive and poorly executed and that the work failed within 6 weeks of completion with a water ingress being reported in June 2021. The Applicant submitted that the defects included absence of a proper damp proof course, use of porous brickwork and poor pointing and general workmanship. In support of this, the Applicant submitted a letter from Adam Catesby (City and Guilds Qualified Bricklayer) dated 30 July 2021 (page 88 of the Bundle). However, Adam Catesby did not attend to give evidence to the tribunal and did not provide a witness statement. We therefore attach little weight to his position. It was the Applicant's position that he asked that the work was stopped, but that his request was refused.
16. At the hearing, the Applicant reiterated that he did not think that the works to the parapet wall were necessary at all. It was his view that the leak to the parapet wall was as a result of a hole that breached the cavity wall where the hopper is, and that water is leaking from the drain that sits in the balcony floor where the drain has not been properly sealed. The Applicant stated that the parapet walls that suffered leaks and required repair were those that had a hopper.
17. The Applicant asked the Tribunal to determine that the charges relating to the parapet wall works were not payable, or alternatively unreasonable in amount. In any event, it was the Applicant's position that the amount payable should be limited to £250 because consultation was not

undertaken. The Applicant also asked that an order is made for the parapet wall to be demolished and rebuilt to an appropriate standard, however the Tribunal explained that its jurisdiction extended to determining the payability of the service charge.

The Respondent's Evidence.

18. Pursuant to directions given on 22 October 2025, the Respondent set out their position in their reply dated 18 December 2025 (pages 109 to 114 of the Bundle). The Respondent stated that leaks had persisted for some time without a clear diagnosis of their cause. Although cladding had been replaced, drains cleared, and the (demised) balcony flooring treated, repaired, or replaced, water continued to enter various flats.
19. In response to the amount in dispute, the Respondent submitted the relevant invoice dated 3 March 2021 in respect of the works carried out to the Property was for £3,643.20. Regarding invoice numbers, the Respondent confirmed that the number at the top right of the invoices was an internal works number, and the invoice number was the number at the bottom left of the invoice referenced "*BP Maintenance Ltd ref no*".
20. Mr Allen Mullen gave evidence that BP Maintenance had completed similar works for Alan Mullen whilst he was in the employ of another company. They had found that the repairs to the parapet walls had resolved similar leaks, so BP Maintenance were brought in to deal with the parapet wall issues, the worst one being that of flats 43/44.
21. The works completed to Flats 43/44 are summarised in the invoice, including the erection of a scaffold tower, removal of the soldier course of bricks, taking down the wall to a solid structure, and the rebuilding of the wall and installing a new DPC to the entirety of the cavity. The works were inspected by Mr Mullen. Mr Mullen confirmed that they trusted BP Maintenance completely and had worked with them over a significant number of years and they believed that the works did stop the leaks.
22. The Respondent acknowledged that to complete the work to flats 43/44 scaffolding should have been used, however the work was completed using only a ladder. The Respondent also acknowledged that the work was "not ideal" (paragraph 2.2 page 110 of the Bundle) but submitted that the workmanship was sound and resolved the leak. It was the Respondent's position that the contractor agreed to return to site to complete some "cosmetic repairs" to the work, however it was the Respondent's position that the Applicant did not agree to this. The Respondents stated in oral evidence that because scaffolding was not used and the brickwork was not to a standard, the invoice could be reduced by £1000.

23. The Respondent stated that the works to the parapet wall did resolve the leak at flat 44. Whilst there was a report of a further leak in June 2021 at flat 44, this came about due to other factors unrelated to the parapet wall. There have been no further reports of leaks from the residents of the flats which have had the works carried out to their parapet walls.
24. The Respondent did not accept the Applicant's assertion that the total of the works completed to the parapet walls cost £32,582.40 or that this figure derived from a single invoice dated 3 March 2021. The Respondent stated that no single item of expenditure in that amount existed. A review of the invoices issued by BP Maintenance for parapet wall works showed a total of £24,777.60. In addition, two similar invoices from a company named North and South totalled £6,045. The Respondent submitted that, even when these sums are combined, they do not reach the figure advanced by the Applicant. The Respondent provided the invoices relating to the parapet wall works, listed as follows:

03/03/2021	0350	Flats 43 & 44	£3,643.20
05/04/2021	0360	Flats 1 & 6	£3,643.20
14/04/2021	0361	Flat 12	£1,821.60
26/05/2021	0371	Flat 61	£1,821.60
26/05/2021	0370	Flat 14 & 19	£4,723.20
08/05/2022	0440	Flat 39	£3,201.60
31/12/2022	0486	Flat 58	£2,961.60
26/02/2023	0494	Flat 57	£2,961.60
02/05/2024	005	Flat 32	£2,952.00
12/06/2024	012	Flat 21	£3,093.00

25. The Respondent's position was that the invoices were issued over an extended period and reflected reactive repairs carried out as and when problems arose. Accordingly, they submitted that a section 20 consultation was not required. The Respondent further clarified that there are 40 parapet walls across the estate and that the invoices relate only to works undertaken to a small proportion of those walls.
26. It was the Respondent's position that a section 20 consultation was not required given that repairs had been carried out to 9 walls above ground floor flats and four were reconstructed above first-floor flats totalling only 13 walls. The works were not part of a single planned project. The leaks were independent events over several years, each requiring separate reactive repairs and the Respondent acted reasonably and appropriately by responding to the issues as they arose. The costs of each repair fell below the qualifying threshold that required consultation.
27. The Respondent acknowledged that all the parapet walls are of the same construction and that in hindsight, it might have been prudent to carry out a survey of the estate to identify whether a set of works would be

necessary and/or appropriate and if so whether a section 20 consultation would be required.

The Tribunal's Decision

28. 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.
29. There was no dispute that the relevant lease provided for the carrying out of repairs which were recoverable as a service charge. The Tribunal accepts the Respondent's analysis of the relevant clauses as following:

Clause (A)(ii) 'the Manager' is a company incorporated with the object of carrying out the maintenance repair renewal upholding and insurance of the Amenity Lands (hereinafter defined);

Clause (A)(vi) 'the Amenity Lands' comprise the main structures of all buildings and common parts of the Estate and more particularly described in the Second Schedule;

Clause 4.(1)(a) The Lessee HEREBY COVENANTS with the Manager that he will pay to the Manager without any deduction that part of the expenses and outgoings incurred by the Manager upon the items specified in sub-clause (i) of this clause (hereinafter called "the Service Charge") being subject to the terms and provisions of this clause.

Clause 4. (1) (g) 'The Lessee shall pay to the Manager on demand by half yearly instalments in advance on the First day of April and the First day of October in each year such sum in advance and on account of the Service Charge as the Manager or its Accountants or Managing Agents (as the case may be) shall in their discretion certify to be a fair and reasonable interim payment and such certificate shall be final and conclusive as to the amount of such interim payment.

Clause 4.(1)(i) 'The expression the expenses and outgoings incurred by the Manager shall include all expenses incurred by the Manager of and incidental to: (i) the performance and observance of its obligations under the Lease from the Lessor to it of the Amenity Land and for fulfilling the covenants set out in the Seventh Schedule hereto; (ii) the management and administration fees of the Manager (excluding any Director's fees) including all fees incurred by Agents appointed by the Manager to manage the Amenity Land; (iii) the performance and observance of all obligations entered into by the Manager for the benefit of the Residents of the Estate; (iv) creating such reserves as the Manager may deem prudent; (v) such other expenses as the Manager may incur in the pursuit of any of its objects as set out in the Memorandum and Articles Association of the Manager for the time be in effect and incidental to

the Estate or Amenity Lands; (vi) all fees and costs incurred in respect of Certificate and of accounts kept and audit made for the purpose hereof.

30. The Tribunal has further considered the relevant schedules of the lease as follows:

Seventh Schedule

1. That the Manager will keep the Premises properly supported and protected by the main structures

2. That the Manager will keep the main structures properly repaired supported maintained and reconstructed and cleansed and will keep the Lessee indemnified against all costs and expenses in connection therewith

3. The Manager will:-

(i) maintain the Amenity Lands...

31. It was not disputed that the work completed to the parapet walls was payable by the Applicant under the lease and the Tribunal accepts this position.

32. The Applicant is required to pay to the Respondent's expenses and outgoings incurred upon the items specified in the Seventh Schedule of the lease (clause 4(1)(a) and (i)), which includes maintaining the parapet walls (Seventh Schedule paragraph 2 and 3(i)).

Section 20 Consultation

33. The Tribunal finds that a section 20 consultation process was not required. The Tribunal accepts the Respondent's evidence that repairs to parapet walls were undertaken when an issue arose. The Tribunal finds that the work was undertaken on only 13 of the 96 units over a period of four years and varied in works required and cost. The Tribunal finds that all the works to the parapet walls do not constitute a 'set of works' but rather constituted reactive repairs.

Disputed Invoice dated 3 March 2021

34. The invoice that is disputed by the Applicant is at page 138 of the bundle. It is an invoice for £3,643.20. The Tribunal is satisfied that the works to the parapet were a necessary and reasonable step to take and accept the Respondent's position that BP Maintenance had completed successful repairs to other properties with similar issues

35. However, as to the amount, the Respondent accepted that scaffolding was not used and acknowledged that further work was needed, the invoice should be reduced by £1,000. The Tribunal accepts this position and finds that no scaffolding was used, and the amount reasonably incurred for the invoice of 3 March 2021 is limited to £2,643.20.
36. Whilst the Applicant contended that the work was not completed effectively, the Applicant did not provide any expert evidence to support his position. On the basis of the evidence before the Tribunal, we accept the Respondent's position that the work to repair the parapet wall did resolve the leak.

Next Steps

37. Given that there remains uncertainty regarding the cause of the leaks the Respondent acknowledged that a survey would be necessary and agreed that an independent RICS qualified building surveyor should carry out a survey of the parapet walls on the estate, and report on any other aspect that might be causing water ingress, including the drainage around the hoppers.
38. The Respondent agreed to consult with the Applicant regarding the appointment of the surveyor and share the report with the Applicant. The Respondent will consider the recommendations made by the surveyor and dependent on the outcome, proceed with any necessary s.20 consultation process.

Applications under section 20C of the 1985 Act and under paragraph 5A of Schedule 11 of the 2002 Act.

39. The Applicant submitted that an order should be made under section 20C of the 1985 Act. It was their view that they had attempted to resolve the dispute without the need for the tribunal's involvement and this dispute could have been resolved a long time ago. The Applicant further submitted that an order under paragraph 4 A of Schedule 11 of the 2002 Act should be made for the same reasons.
40. The Respondent opposed both applications. They submitted that they have spent many hours on this case. They have responded to questions, but the Applicant had not complied with directions and failed to provide information needed. There have been two previous hearings, the Respondent had to produce two bundles, and time and expense could have been vastly reduced by the Applicant who has repeatedly said that he wants to see company accounts.

Rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013

41. The Applicant applied for the reimbursement of Tribunal Fees, submitting that the application was necessary after all other attempts to resolve the dispute had been unsuccessful. The Respondent opposed the Applicant's application for reimbursement of Tribunal fees submitting that had the Applicant provided timely clear and concise information the hearing could have been avoided.

Tribunal Decision

42. The Tribunal finds that it is just and equitable to make an order under 20C in light of the findings it made so that the Respondent may not pass any of its costs incurred in connection with the proceedings before the tribunal through the service charge.
43. With regard to paragraph 5A, the Tribunal was not referred to a specific clause under which administration charges could be charged. However, for the avoidance of doubt and in light of our findings, we find that it is just and equitable to make an order under paragraph 5A.
44. Regarding the Tribunal fees, in light of our findings, the tribunal finds that the Respondent should reimburse the Applicant £100 paid by the Applicant to the tribunal by way of a fee. The Applicant shall pay this within 28 days of the date of this decision.

Name: Judge A. Holtom 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).

Appendix 1 - relevant legislation

Landlord and Tenant Act 1985 (as amended)

Section 18

- (1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent -
 - (a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and
 - (b) the whole or part of which varies or may vary according to the relevant costs.
- (2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.
- (3) For this purpose -
 - (a) "costs" includes overheads, and
 - (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 19

- (1) 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 provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;and the amount payable shall be limited accordingly.
- (2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

Section 27A

- (1) An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to-
 - (a) the person by whom it is payable,
 - (b) the person to whom it is payable,
 - (c) the amount which is payable,
 - (d) the date at or by which it is payable, and

- (e) the manner in which it is payable.
- (2) Subsection (1) applies whether or not any payment has been made.
- (3) An application may also be made to the appropriate tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to -
 - (a) the person by whom it would be payable,
 - (b) the person to whom it would be payable,
 - (c) the amount which would be payable,
 - (d) the date at or by which it would be payable, and
 - (e) the manner in which it would be payable.
- (4) No application under subsection (1) or (3) may be made in respect of a matter which -
 - (a) has been agreed or admitted by the tenant,
 - (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
 - (c) has been the subject of determination by a court, or
 - (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.
- (5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

Section 20

- (1) Where this section applies to any qualifying works or qualifying long term agreement, the relevant contributions of tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have been either—
 - (a) complied with in relation to the works or agreement, or
 - (b) except in the case of works to which section 20D applies, dispensed with in relation to the works or agreement by (or on appeal from)...
- (3) This section applies to qualifying works if relevant costs incurred on carrying out the works exceed an appropriate amount.
- (5) An appropriate amount is an amount set by regulations made by the Secretary of State; and the regulations may make provision for either or both of the following to be an appropriate amount—
 - (a) an amount prescribed by, or determined in accordance with, the regulations, and
 - (b) an amount which results in the relevant contribution of any one or more tenants being an amount prescribed by, or determined in accordance with, the regulations.

Section 20C

- (1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a court, residential property tribunal or the Upper Tribunal, or in connection with arbitration proceedings, are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.
- (2) The application shall be made—
 - ...
 - (aa) in the case of proceedings before a residential property tribunal, to that tribunal;
 - (b) in the case of proceedings before a residential property tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any residential property tribunal;
 - ...
- (3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

The Service Charges (Consultation Requirements) (England) Regulations 2003

6. For the purposes of subsection (3) of section 20C the appropriate amount is an amount which results in the relevant contribution of any tenant being more than £250.

Commonhold and Leasehold Reform Act 2002

Schedule 11, paragraph 1

- (1) In this Part of this Schedule “administration charge” means an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable, directly or indirectly—
 - (a) for or in connection with the grant of approvals under his lease, or applications for such approvals,
 - (b) for or in connection with the provision of information or documents by or on behalf of the landlord or a person who is party to his lease otherwise than as landlord or tenant,
 - (c) in respect of a failure by the tenant to make a payment by the due date to the landlord or a person who is party to his lease otherwise than as landlord or tenant, or
 - (d) in connection with a breach (or alleged breach) of a covenant or condition in his lease.

...

- (3) In this Part of this Schedule “variable administration charge” means an administration charge payable by a tenant which is neither—
- (a) specified in his lease, nor
 - (b) calculated in accordance with a formula specified in his lease.

...

Schedule 11, paragraph 5A

- (1) A tenant of a dwelling in England may apply to the relevant court or tribunal for an order reducing or extinguishing the tenant's liability to pay a particular administration charge in respect of litigation costs.
- (2) The relevant court or tribunal may make whatever order on the application it considers to be just and equitable.
- (3) In this paragraph—
 - (a) “litigation costs” means costs incurred, or to be incurred, by the landlord in connection with proceedings of a kind mentioned in the table, and
 - (b) “the relevant court or tribunal” means the court or tribunal mentioned in the table in relation to those proceedings.[The table includes the First-tier Tribunal]