



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

Case Reference : **HAV/00HR/LIS/2025/0013**

Property : **First and second floor Maisonette,
42 Fortuneswell, Portland,
Dorset, DT5 1LZ**

Applicant : **Richard Treliving**

Representative : **In person**

Respondent : **Sophie Fretwell**

Representative : **Mr Wales**

Type of Application : **s.27A LTA 1985**

Tribunal Members : **Judge Dovar
P Pattni-Evans
P Cliffe-Roberts**

**Date and venue of
Hearing** : **23rd March 2026, Yeovil**

Date of Decision : **16th April 2026**

DECISION

1. Mr Treliving is the freehold owner of the building that contains the Property. Ms Fretwell is the lessee of the Property. Mr Treliving says sums are owed to him by Ms Fretwell for works that he has carried out to the building and for which she is liable under the terms of her lease.
2. This claim was started in the County Court. By Order of District Judge Lacey of 22nd October 2025 it was transferred to the Tribunal to determine the matters in its jurisdiction, and the remaining matters were to be administered by the Tribunal and dealt with by a Tribunal Judge sitting as a Judge of the County Court.
3. This determination just deals with the Tribunal matters, being what is payable by way of service charges by Ms Fretwell.
4. It seems that soon after Ms Fretwell acquired her interest in the Property in mid 2023, she set about trying to fix the roof and arranged for scaffolding to be erected. Mr Treliving took issue with this as it was his responsibility to carry out repair works. As a result, he took over and carried out the works.
5. The sums claimed by Mr Treliving relate to: a.) £4,680 for the cost of roof works; and b.) £161.67 for insurance. The cost of the roof works was demanded on 2nd March 2024. On 26th April 2024, Ms Fretwell asked Mr Treliving for an accountant's certificate and service charge accounts for the year ending 31st December 2023.
6. Mr Treliving had not provided the demand for the sums he was seeking. During the course of the hearing a copy of a hand written undated demand was produced, which was what he had given to Ms Fretwell. He claimed to have had that typed up at a later date and sent as well. The demand comprised details of the sums he had spent on the roof works and indeed of all works carried out in 2023 and half was claimed from Ms Fretwell in the sum of £4,788.49.
7. Ms Fretwell resists this claim on a number of grounds, being: the sums have not been demanded in accordance with the lease terms; there had been no consultation in accordance with s.20 of the Landlord and Tenant Act 1985; there was no accountant's certificate in accordance with clause 7 of the Seventh Schedule to the lease; there was no compliance with either s.21B of the 1985 Act (i.e. a summary of tenants rights and obligations) or ss.47 and 48 of the Landlord and Tenant Act 1987 (the need for an address for Landlord).
8. Ms Fretwell's lease is dated 30th September 2002 and provides for her to pay a maintenance charge under clause 23a of the Sixth Schedule within 14 days of receiving an account.
9. The account is described in the Seventh Schedule as an account of

“... all costs charges and expenses incurred by the Lessor in carrying out the obligations under this Schedule and an

account shall be taken on the 1st day of January next and on the 1st day of January in every subsequent year ... of the amount of the said costs charges and expenses incurred since the ... date of the last preceding account ... and the Lessor may provide in such expenses for the creation of such reasonable reserve or sinking fund as the Lessor shall deem proper to meet future expenditure ...' (Clause 6)

10. Clause 7 of the Seventh Schedule enables the lessee to require that the account be certified by an accountant.
11. Mr Treliving said at the hearing that he was an accidental landlord in that he had not purchased the building containing the Property with the intention of becoming a landlord. At the hearing it was clear that he had not had regard to the lease when he demanded sums from Ms Fretwell. He also accepted that he had not complied with any consultation requirements under s.20 of the 1985 Act, nor had he provided the summary of tenants' rights and obligations. He said that Ms Fretwell had said she would pay for her share of the works when he took them over from her. He said that he had tried to get the accounts certified, but that was difficult and he had only managed to obtain certification in January 2026.
12. Unfortunately for Mr Treliving there is no exemption for accidental landlords from the various statutory protections that exist to ensure that leaseholders are not taken advantage of by landlords. Taking on property which is let carries with it various responsibilities and obligations, which cannot be avoided by reference to the circumstances that have resulted in a person being a landlord.
13. Ms Fretwell's objections are well made, even if she may have to some extent caused the works to be carried out in the first instance and may have encouraged them to be continued.
14. Firstly, Mr Treliving has not adhered to the terms of the lease. Ms Fretwell was within her rights to require an accountant's certificate in relation to the account and therefore in relation to the sums demanded. That is a right to have the costs claimed checked by a professional. Mr Treliving did not have that certificate to hand when he made the demand. Even if it could be considered that this was not a requirement, Mr Treliving faces a number of other difficulties with his claim.
15. Secondly, Mr Treliving failed to provide a summary of tenants' rights and obligations with the demand. Section 21B of the 1985 Act provides that a failure to do so means that the lessee has no obligation to pay.
16. Thirdly, neither s.47 or 48 of the Landlord and Tenant Act 1987 were complied with in that there was no address for the landlord on the demand, nor was there a notice given at which notices could be served

on him. As with s.21B, in the absence of such information on the demand, no sum is due.

17. Finally, he had not complied with s.20 of the 1985 Act and the regulations made under that section. That requires a prescribed consultation process to be followed if any sum in excess of £250 is to be claimed for a set of works, such as the roof works in this case. In the absence of consultation (or a successful application for dispensation from the Tribunal) a landlord is limited to recovering £250 from each lessee for the works. Therefore even if all the preceding difficulties had not prevented him from relying on the demand, he would only have been able to claim £250.
18. Accordingly, notwithstanding that Mr Treliving has carried out maintenance works and that Ms Fretwell may have said she would pay for her share of them, his failure to adhere to the lease terms and various statutory provisions means that his claim fails.
19. The Tribunal considered whether Ms Fretwell's agreement to pay could overcome these difficulties. However, that did not provide a route to claim the sums for a number of reasons. Firstly, Mr Treliving was complying with his responsibilities as a landlord in making the necessary repairs. Secondly, he did not need to take over from Ms Fretwell when she had scaffolding erected, he could have approached the repairs in his own manner.
20. Applications were made by Ms Fretwell under s.20C of the 1985 Act and paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002 to restrict Mr Treliving's recovery of costs through the lease terms. Given the result of the claim, it would not be appropriate for Mr Treliving to recover his costs and so orders are made restricting costs under both provisions.
21. Finally, Ms Fretwell made a further application under r.13 of the Tribunal Procedure Rules 2013 on the basis of unreasonable conduct in bringing or proceeding with this claim. The Tribunal is mindful of the fact that the arguments raised by Ms Fretwell are technical arguments and Mr Treliving had represented himself throughout. Further, whilst he did obtain legal advice, and disclosed the same in these proceedings, and that legal advice did warn him against this claim, the Tribunal does not consider that there was no reasonable explanation for his conduct. The technical defences are that, technical, and not always clear to a lay person. Mr Treliving said that he had some difficulty in dealing with this matter. The Tribunal also considers that had he complied with the various lease and statutory requirements not only would that have entailed further cost that Ms Fretwell may have had to pay, but would also have meant that she was likely to have been liable to contribute to some of the actual costs of the works that were carried out; there being no suggestion that they should not have been carried out or that they were carried out to a poor standard. Against that background, the Tribunal does not

consider that a r.13 order is warranted in that even if his conduct was unreasonable, it would not be right to make a costs order in this case.

Appeals

A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rpsouthern@justice.gov.uk .

The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.