



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

Case reference : **LON/00BE/LSC/2025/1119**

Property : **78 Meakin Estate, London, SE1 4QL**

Applicant : **Laura Ward**

Representative : **N/A**

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

Representative : **Rebecca Shogunle (Litigation Officer)**

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 J Moate; Mr N Powell MRICS**

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

Date of decision : **21 May 2026**

DECISION

Decisions of the Tribunal

- (1) The Tribunal determines that the sum of £559.38 is payable by the Applicant in respect of the service charge demand for major works in the service charge year 2018-2019. The Applicant was overcharged £6,034.56.
- (2) The Tribunal makes the determinations as set out under the various headings in this Decision.
- (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 Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 (“the 1985 Act”) and/or Schedule 11 to the Commonhold and Leasehold Reform Act 2002 (“the 2002 Act”) as to the amount of service charges and administration charges payable by the Applicant in respect of the service charge year 2018-2019.

The hearing

2. The hearing took place on 15 April 2026 at 10 Alfred Place, London WC1E 7LR. The Applicant, Ms Laura Ward, appeared in person at the hearing and the Respondent was represented by Ms Rebecca Shogunle (Litigation Officer for the London Borough of Southwark).
3. At the start of the hearing Ms Shogunle handed in two single-page further documents, one headed Leathermarket JMB, showing external refurbishment costs and one headed Blakeney Leigh showing undated general costs. The Respondent viewed the two documents and confirmed that she did not object to their inclusion. The Tribunal considered that it was just and proportionate in the circumstances for them to be included. They were not referred to during the remainder of the hearing by either party.
4. The Applicant had prepared a skeleton argument for use at the hearing. Both parties relied upon legal authorities which they had not sent to the Tribunal or exchanged. The Tribunal requested that such authorities be provided during the lunch break.

The background

5. The property which is the subject of this application is a two-bedroom masionette on an estate which is made up of 123 flats built in around the 1940s.
6. 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.
7. The Applicant was originally a secure tenant of the property under a council tenancy. She made a right to buy application which resulted in the Respondent making her a Right to Buy Offer under s125 of the Housing Act 1985 on 23 January 2015 (“the s125 Notice”). The s125 Notice contained the following terms:

As a leaseholder you will be expected to pay for services, repairs and improvements provided to your block and estate. Appendices A and B give estimates of the costs which you are likely to have to meet in, broadly, the first five years of your lease (initial period). These estimates include:-

- *Estimates of day to day service charges*
- *Estimates for specific items of repair*
- *Estimates for non-itemised items of repairs*
- *Estimates for external decorations*

Note 1.

Under paragraph 16B of Schedule 6 of the Housing Act 1985, your liability to contribute to repair costs during the initial period is limited. The initial period is the first full five financial years of the lease. You will not be liable to pay more than the estimated contribution to the cost of the work itemised in Appendix B, plus an inflation allowance, nor will you be liable to pay more than the estimated annual amount shown, plus an inflation allowance, in respect of works not itemised.

A service charge will be made in relation to the following works of improvement (see appendix B), in respect of which the landlord considers that costs may be incurred in the reference period mentioned below.

Note 2.

Under paragraph 16C of Schedule 6 of the Housing Act 1985, your liability to pay improvement contributions during the initial period of the lease is limited.

The reference period adopted for the purposes of the above estimates begins on 23rd July 2015 and ends on 31st MARCH 2021.

8. Appendix A provided details of estimated service charges for day to day costs. Appendix B provided details of capital repairs. It stated as follows:

Under paragraph 16B of Schedule 6 of the Housing Act 1985, your liability to contribute to repair costs during the initial period is limited. The initial period is the first full five financial years of the lease. You will not be liable to pay more than the estimated contribution to the cost of the work itemised in Appendix B, plus an inflation allowance, nor will you be liable to pay for works not itemised.

The reference period adopted for the purposes of the below estimates begins on 23 July 2015 and ends on 31st March 2021.

9. This was followed by a table of capital repairs with “your total costs” shown as £19,700. Under the “notes” to the offer, it said:

Major Works

Please be advised that any works carried out to your property after valuation will be payable upon completion

10. Repair works were carried out to the block, and the contractor, Blakeney Leigh raised invoices for those works on 28/01/2015, 24/02/2015, 08/04/2015 and 06/05/2015. They issued a Certificate of Practical Completion dated 09/07/2015.
11. On 22 October 2015, the Applicant submitted the Right to Buy Intention Form and queried the position with respect to the major works. On 01 December 2015, a representative of the Respondent replied: “*I have been advised at the moment there is nothing to pay upon completion for capital works*”.
12. The Applicant accepted the offer and entered into a long lease of the property on 21 March 2016. The Completion Statement stated that the total amount payable upon completion was £212,406.66. This included a section in bold writing as follows:

AMOUNTS PAYABLE BY LESSEE ON COMPLETION

<i>Proportion of Service Charge (Fund 5 CON 21911)</i>	<i>56.66</i>
<i>Major Works Costs (Fund 5 CON 21908)</i>	
<i>Annual Ground Rent (Fund 5 CON 21911)</i>	<i>10.00</i>
<i>Council's Cost of engrossing Lease and Counterpart (Fund 5 CON 21953)</i>	<i>40.00</i>

TOTAL: 106.66

13. No major works were listed as payable upon completion, and none were paid.
14. The Lease required the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge. The relevant terms are set out below.
15. Clause (3)(a) of the Lease provided that the tenant covenanted with the landlord as follows:

(3)(a) To pay the Service Charge contributions set out in the Third Schedule hereto at the times and in the manner there set out.

16. Clause 3 of the Third Schedule provided as follows:

3. In respect of the year in which this lease is granted

(1) An estimate of the amount of the Service Charge shall be made prior to the grant hereof and that amount shall be apportioned by time for the portion of a year from the date hereof to the end of that year

(2) The Tenant shall pay

(i) on the date hereof:

(a) firstly a proportion of such apportioned amount for the period from the date hereof to the next payment day, and

(b) the cost of any works of repair renewal and improvement (including redecoration to the Building or Estate) being itemised repairs included in Appendix B of the Offer Notice in respect of the Property served pursuant to Section 125 of the Housing Act 1985 (as amended by Section 4 of the Housing and Planning Act 1986) and so reflected in the valuation of the Property which in the Landlord's opinion were not within its obligations under the former secure tenancy and necessary for the proper use and enjoyment of the Property for the period prior to the date hereof and being works undertaken by the Landlord between the date the Property was valued and the date hereof; and

ii) on each of the remaining payment days in that year an equal part of the remainder of such apportioned amount.

17. On 02 August 2016 and 22 January 2017, Blakeney Leigh raised further invoices for major works.
18. On 28 July 2017, over a year after the commencement of the Lease, the Respondent sent a s20B(2) notice in respect of costs incurred for major works, followed by a further s20B(2) notice on 14 September 2018. On 30 October 2018, the Respondent sent the Applicant an invoice for major works in the sum of £8,116.55. The Applicant disputed her liability to pay, resulting in her not paying the invoice at that time. The Respondent subsequently reduced the amount they sought to recover to £ 6,593.94, to reflect the “cap” imposed by the s125 Offer Notice.
19. In or around 2025, the Applicant transferred her lease to a third party. To ensure the sale proceeded, the Applicant paid the outstanding major works service charges demanded by the Respondent “under protest” in March 2025.

The issues

20. At the start of the hearing the parties identified the relevant issues for determination as follows:
 - (i) Whether the services charges in dispute fall outside jurisdiction of the Tribunal.
 - (ii) Whether the service charge demands are statute-barred under s20B(1) of the Act.
 - (iii) Whether the s20B notices are valid for failure to contain the correct information.
 - (iv) Whether the costs were incurred prior to the grant of the Lease and if so, whether that means they are not payable.
 - (v) Taking into account the above, the amount of service charges for major works payable by the Applicant in respect of the service charge year 2018-19.
 - (vi) Whether the Applicant is entitled to recover the fees that she has paid in respect of the application/hearing and any other costs.
21. 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.

Jurisdiction

22. The Respondent contended in their statement of case that the Tribunal did not have jurisdiction to determine any dispute arising from the payment of service charges as between the Applicant and her purchaser. They contended, amongst other things, that the Applicant had discharged the service charges by way of apportionment, pursuant to the Apportionment Act 1870.
23. In oral submissions, Ms Shogunle confirmed that the Respondent was only challenging jurisdiction if the Applicant was arguing that the service charge was payable by the buyer. Ms Ward confirmed that she had never argued that the service charge was payable by her buyer; her argument was that it was not payable by her.
24. In the circumstances, Ms Shogunle accepted that this was not a live issue between the parties and accepted that the Tribunal did have jurisdiction to deal with the items in dispute.

Are the s20B(2) notices invalid for failure to contain the correct information?

25. Ms Ward said she had received two Section 20B(2) notices relating to the major works contract, the first was dated 28 July 2017 and the second was dated 14 September 2018. The dates of the s20B(2) Notices were not disputed by the Respondent.
26. The notice dated 28 July 2017 stated as follows:

S20B of the Landlord & Tenant Act 1985 (as amended) requires the landlord to either invoice or serve notice on leaseholders regarding costs incurred within 18 months. This notice is to inform you that costs have started to be incurred by the council in respect to this contract and as a Leaseholder you will subsequently be required to contribute to them by payment of service charge.

On the 20 August 2014 the council served on you a Notice under the above Act in respect of proposed major works to your block or estate with an estimated contract cost of £1,010,106.62 inclusive of fees. You were invoiced for these estimated costs in March 2015.

Costs have now been incurred on this contract, including administration fees, and Southwark Council has been invoiced for £863,677.55 as of June 2017. The invoiced amount is the figure for the contract spend so far and may include costs for

works within the contract that are non-rechargeable to leaseholders.

27. The notice dated 14 September 2018 was expressed in similar terms with the paragraph on costs incurred updated as follows:

Costs have now been incurred on this contract, including administration fees, and Southwark Council has been invoiced for £885,823.13 as of July 2018. The amount invoiced to the Council is the figure for the contract spend so far and may include costs for works within the contract that are non-rechargeable to leaseholders.

28. Ms Ward contended that both Section 20B(2) notices were invalid because she was not invoiced for estimated costs in March 2015; this information was incorrect. She was not the leaseholder in March 2015 and only became lessee on 21 March 2016. No major works invoices were issued or paid as part of her completion statement.
29. Ms Ward further contended that the notices contained inadequate information about the actual cost to her. She argued that to be valid, the notices needed to be clear and accurate, which they were not. She contended that the notice should state the individual cost to her and not simply an overall figure for the block.
30. She contended that in consequence, she was not liable to pay any of the service charges demanded for major works as the works had been invoiced to her over 18 months after the costs were incurred and no valid s20B(2) notice had ever been served. She relied on the case of *Brent LBC v Shulem B Association Ltd* (Ch D) [2011] 1 WLR 3014.
31. In response, Ms Shogunle admitted that the Respondent had not sent an estimated invoice to Ms Ward in March 2015. She said this was a standard letter which had been sent out to all leaseholders. She argued that this was not a material factor and that to be valid, a s20B(2) notice needed to contain the costs incurred, the dates incurred with reference to the works and the estimated costs. She said that the notice did contain that information; it was not necessary for the notice to give a breakdown of the individual cost to the leaseholder.

The Tribunal's decision

32. The Tribunal determines that the s20B(2) notices are not invalid for failure to contain the correct information.

Reasons for the Tribunal's decision

33. Whilst it is unfortunate that the s20B(2) notices contained an error in that they stated that Ms Ward was invoiced with her proportion of the estimated costs of the works in March 2015 when she was not so invoiced, the Tribunal finds that this error is not fatal. In this respect, the Tribunal is guided by the by the House of Lords' decision in *Mannai Investment Co Ltd v Eagle Start Life Assurance Co Ltd* [1997] A.C. 749 which held that: "*The construction of the notices must be approached objectively. The issue is how a reasonable recipient would have understood the notices.*"
34. As accepted by Ms Ward, she was not a leaseholder in March 2015 and there was no statutory requirement for the landlord to invoice her with her proportion of the estimated costs of the works at that time.
35. The purpose of the s20B(2) notice is to inform the leaseholder that costs have been incurred which have not yet been invoiced, the amount of those costs and that the leaseholder will subsequently be required to contribute to them under the terms of the lease.
36. The Tribunal finds that the notices do communicate that essential information and that the factual error about a previous invoice does not detract from the purpose of the notices or make them objectively difficult to understand. The Tribunal finds that a reasonable recipient would have understood from the notices that costs had been incurred, the amount of those costs and that they would need to pay them in due course.
37. As to the question of whether the notices were rendered invalid by the failure to include the individual cost to the leaseholder as opposed to an overall figure for the block, the Tribunal is bound by the decision in *Brent LBC v Shulem B Association Ltd* (Ch D) [2011] 1 WLR 3014, relied upon by both parties. At paragraph 65 of that decision Morgan J held as follows:

"Accordingly, my conclusion as to the interpretation of section 20B(2) is that the written notification must state a figure for the costs which have been incurred by the lessor. A notice which so states will be valid for the purpose of subsection (2) even if the costs which the lessor later puts forward in a service charge demand are in a lesser amount. Secondly, the notice for the purposes of subsection (2) must tell the lessee that the lessee will subsequently be required under the terms of his lease to contribute to those costs by the payment of a service charge. It is not necessary for the notice to tell the lessee what proportion of the cost will be passed on to the lessee nor what the resulting service charge demand will be."

38. This interpretation is clear: it is not necessary for the individual cost to the lessee to be included in the notice.
39. Accordingly, the Tribunal finds that the notices contain the requisite information and they are not invalidated by the admitted error.

Are the service charge demands statute-barred under s20B of the Act?

40. Section 20B of the Act provides as follows:

20B— Limitation of service charges: time limit on making demands.

(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.

41. Ms Ward contended that the service charge demands were statute-barred under s20B(1) of the Act because they had been incurred more than 18 months before the demand for payment was made and no s20B(2) notice had been served within the 18-month period.
42. There were six relevant certificates for payment issued by Blakeney Leigh for the major works contracts as follows (the section in brackets refers to the date 18 months after the invoice date):
- i) Invoice dated 28/01/2015 (18 months = 28/07/2016)
 - ii) Invoice dated 24/02/2015 (18 months = 24/08/2016)
 - iii) Invoice dated 08/04/2015 (18 months = 08/10/2016)
 - iv) Invoice dated 06/05/2015 (18 months = 06/11/2016)
 - v) Invoice dated 02/08/2016 (18 months = 02/02/2018)
 - vi) Invoice dated 22/01/2018 (18 months = 22/07/2019)
43. Ms Ward submitted that the first four invoices were statute barred because the first s20B(2) notice was dated 28/07/2017, over 18 months after the costs were incurred.

44. In response, Ms Shogunle accepted that the date the costs were incurred was the issue date of each certificate as detailed above. She also accepted that pursuant to s20B(1) of the Act, if costs are incurred more than 18 months before a service charge demand is served on the tenant, the tenant is not liable to pay for those costs unless a s20B(2) notice is served within the 18-month period.
45. Ms Shogunle's argument was that the relevant start date for the 18-month period for Ms Ward was not the date when the costs were incurred but the date when she signed the Lease. She contended that before then, as Ms Ward was not a leaseholder, there was no requirement to send her a s20B(2) notice. The costs only became relevant to Ms Ward from 21/03/16 when her lease started, therefore the date by which the s20B(2) notice needed to be served was 18 months later, on 21/09/17. She therefore asserted that the s20B(2) notices had been served on time and the Respondent was not statute-barred.
46. Ms Shogunle was unable to identify any statutory or other basis for such assertion.
47. The Tribunal observed that the Respondent had sent Ms Ward a s20 notice of proposed works on 20/08/14 as a prospective leaseholder (following her right to buy application) and queried why they could not equally have sent a prospective s20B(2) notice.
48. The Tribunal further queried why a s20B(2) notice was not sent in the period between the start of the lease on 21/03/16 and the expiry of the first 18-month period on 28/07/16. Ms Shogunle said that the Respondent's witness, Mr Sheehy would give evidence on these points.
49. Mr Sheehy explained that the Respondent had gone through a capital works consultation under s20 (including Ms Ward) and had sent s20B(2) notices to the leaseholders within 18 months of costs being incurred. He said that because the Applicant was not a leaseholder until 21/03/16 they did not need to serve s20B(2) notices until 18 months later; when a person becomes a leaseholder is the relevant date. Mr Sheehy was unable to provide any basis in statute or otherwise for his understanding that the date for the s20B(2) notice changed depending on the date when the lease was signed.
50. Mr Sheehy explained that in any given year there might be 400 separate s20B notices and that it was a large operation involving several thousand leaseholders. It was simpler to send s20B notices when a person became a leaseholder rather than send them "ad hoc". He believed that in doing so he was following the legislation. He further contended that Ms Ward was aware that she was going to incur costs because she had been notified through her right to buy application.

51. Ms Shogunle's alternative argument was that Ms Ward was required to pay the service charges in accordance with Clause 3(2) of the Third Schedule of her lease (set out at paragraph 12 above), which states that the tenant shall pay "*on the date hereof*", the costs of any works of repair itemised in Appendix B. She argued that Ms Ward was aware of her potential liability because a) it was set out in the s125 Notice and b) Ms Ward sent an email on 22/10/15 to the Respondent asking whether she would be able to pay such cost monthly over a period of 3 years.
52. Ms Ward's response to this argument, which is set out in email correspondence to the Respondent dated 18/02/19, is that she specifically asked before purchase if she would be required, upon completion of the Lease, to contribute to the cost of the works already finished. She said the Respondent was unable to confirm at that time but told her that if she did, such costs would be listed as part of the completion process. As no costs for major works were payable upon completion or listed as part of the completion process, she considered that was the end of the matter.

The Tribunal's decision

53. The Tribunal determines that the costs incurred under the invoices dated 28/01/2015, 24/02/2015, 08/04/2015 and 06/05/2015 are statute-barred under s20B(1) of the Act.

Reasons for the tribunal's decision

54. The statutory provisions are clear: 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 **unless a s20B(2) notice is served within the period of 18 months beginning with the date when the relevant costs in question were incurred**, the tenant shall not be liable to pay the costs so incurred.
55. The Respondent was unable to identify any statutory provision or legal authority which gave exception to this rule. Nor were they able to identify any statute or legal authority in support of their contention that time started running from the date when the leaseholder signed the lease.
56. Pursuant to the decision of Etherton J in *Gilje v Charlegrove Securities (Service Charges)* [2003] EWHC 1284 (Ch); [2004] H.L.R. 1 relied upon by the Respondent: "*the policy behind s.20B of the Act is that the tenant should not be faced with a bill for expenditure, of which he or she was not sufficiently warned to set aside provision. It is not directed at preventing the lessor from recovering any expenditure on matters, and to the extent, of which there was adequate prior notice*". Whilst the 18-month period is there to ensure that landlords do not invoice

unsuspecting tenants for costs incurred several years ago, the landlord is protected from suffering potential loss by s20B(2). If costs have been incurred but not yet invoiced, the landlord can serve a notice setting out the relevant costs and informing the tenant that they will be required to contribute at a future date.

57. The Tribunal finds that the Respondent in this case could have sent a prospective s20B(2) notice to Ms Ward, knowing that she had made a right to buy application. Alternatively, the Respondent could have sent Ms Ward a s20B(2) notice as soon as she signed the lease but before the expiry of the 18-month period.
58. As to the Respondent's argument that Ms Ward knew about the likely costs because they were set out in her s125 Notice, and is liable to pay them under the terms of the Lease as estimated costs, the Tribunal finds as follows.
59. The s125 Notice provided Ms Ward with estimates of costs for major works "*which may be incurred within the reference period*" from 23 July 2015 to 31 March 2021. The s125 Notice was not an invoice or a demand for payment – it remained possible that major works may not have been carried out at all, or that costs for the works may not have been incurred within the reference period or simply that the Right to Buy purchase was not completed. As a matter of fact, as set out above, the Tribunal finds that major works were carried out with practical completion and costs incurred before the start of the reference period, save for two invoices dated 02/08/2016 and 22/01/2018 which fell within the reference period.
60. The terms of the Lease state unequivocally that: the tenant must pay "*on the date hereof*", namely on the completion date, "*the cost of any works of repair . . . being itemised repairs included in Appendix B*" of the s125 Notice. Upon completion, no major works costs were demanded, presumably because as at the date of completion, no costs had been incurred within the reference period. Even if the Tribunal is wrong about that and there is some other reason why the major works costs were not charged upon completion, the fact remains that no demand for payment, based on either estimated or actual costs, was made.
61. The Tribunal considers that the Respondent's reliance on *Gilje v Charlegrove Securities* is misplaced. In that case, the lessees had made payments for service charges on account based on estimates, in accordance with the terms of their lease. The actual expenditure did not exceed the estimated amount but the lessees argued that they were not liable to pay the service charge costs because the demand for payment for the actual service charge was not made until more than 18 months after the costs had been incurred. Etherton J held that s.20B of the Act has no application where (a) payments on account are made to the lessor in respect of service charges, and (b) the actual expenditure of the lessor

does not exceed the payments on account, and (c) no request by the lessor for any further payment by the tenant needs to be or is in fact made.

62. In the present case, no such payments on account were ever made or demanded. As admitted by the Respondent, contrary to what was stated in the s20B(2) notices, they did not send the Applicant any invoices for estimated costs. The first indication that an invoice was going to be raised in respect of the major works did not occur until 28 July 2017, when the first s20B(2) notice was issued. This was more than 18 months after the costs were incurred.
63. Furthermore, the Tribunal notes that the Respondent was aware that they were not entitled to recover the costs which were incurred outside of the relevant 18-month period as they had produced a document setting out the final account for the Property, which was disclosed and reproduced at p125 of the hearing bundle, which stated as follows:

Property summary

Property amount at estimate 0.00
Certificate value able to recover 559.38
Recoverable S20b total 559.38
Amount invoiced @ final account 8,116.55
Writeback amount 7,557.17

64. The Respondent did not dispute the content of this document.
65. The Tribunal concludes that there is no basis for not applying the statutory bar under s20B and that the first four invoices are not recoverable. The Tribunal finds that the sums payable under the last two invoices are not statute-barred, as s20B(2) notices were served within 18 of the costs being incurred.

Whether the costs were incurred prior to the grant of the Lease and if so, whether that means they are not payable.

66. Ms Ward contended that the costs were incurred prior to the grant of the Lease and were not payable.
67. Ms Shogunle argued that all the costs were recoverable because they were all incurred after the s125 notice. She relied on clause 3(2)(i)(b) of the Third Schedule of the Lease which states that the tenant shall pay for itemised repairs in the s125 Notice for the period prior to the date of the Lease, being works undertaken between the date the property was valued and the date hereof.

The Tribunal's decision

68. The Tribunal determines that the costs incurred under the invoices dated 28/01/2015, 24/02/2015, 08/04/2015 and 06/05/2015, prior to the grant of the Lease are not payable.

Reasons for the tribunal's decision

69. As discussed above, clause 3(2)(i)(b) of the Third Schedule of the Lease does not negate the need to make a proper demand for payment (based on either estimates or actual costs). Clause 3(2)(1)(b) states that the tenant shall pay any costs arising under the s125 Notice *on the date of completion of the Lease*. The Respondent did not request payment upon completion or at any stage thereafter, until over 18 months after the costs were incurred.
70. Therefore, only those costs incurred on 02/08/2016 and 22/01/2018 (the last two invoices) are payable.

The amount of service charges for major works payable by the Applicant in respect of the service charge year 2018-19

71. The Tribunal's calculation for the amount payable under the last two invoices, based on the documents provided, is as follows:
- The total cost payable for the major works under invoices dated 02/08/2016 and 22/01/2018 is £53,001.51 + £22,145.58 = **£75,146.09**
 - The cost for the building is circa **19%** (based on the rechargeable block cost as a percentage of the total contract costs in the Respondent's final account at p105 of the Bundle).
 - 19% of £75,146.09 is **£14,278**.
 - The Applicant is liable for **6/144 = £595**
72. As this figure is within +/- £50 of the Respondent's own calculation of recoverable costs of £559.38, the Tribunal adopts the Respondent's calculation on p125 of the hearing bundle to determine the amount payable.
73. The amount payable by the Applicant in respect of major works in the service charge year 2018-2019 is £559.38.
74. The Respondent should refund the Applicant any amounts already paid in excess of this sum, which calculation the Tribunal understands to be £6,593.94 - £559.38 = £6,034.56.

Application for refund of fees and other expenses

75. At the end of the hearing, the Applicant made an application for a refund of the fees that she had paid in respect of the application/hearing¹. Having heard the submissions from the parties, taking into account the determinations above, and considering the fact that the Applicant was largely successful in her application, the Tribunal orders the Respondent to refund any fees paid by the Applicant within 28 days of the date of this decision.
76. The Applicant also made an application for the Respondent to pay her expenses in relation to the legal proceedings. The Tribunal explained that it is a “no cost” jurisdiction and that the only route of recovery for such expenses would be an application for wasted costs under s13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

Name: Judge J Moate

Date: 21 May 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).

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