



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

Case reference : LON/00BC/LSC/2025/0826

Property : Harrison House, 211 Westwood Road,
Ilford, IG3 8SE

Applicant : Harrison House Limited

Representative : B.Bailey Property Management Ltd
(ref.PFG/ss)

Respondent : (1) Marinela Montoia Goncalves &
Afonso Cabral Leandro (Flat 1)
(2) Ivona
Rusnakova (Flat 2)
(3) Dadwal Estates
Ltd (Flat 3)
(4) Ubani
Investments Ltd (Flat 4)
(5) Humayoun Zaman (Flats 5,6 & &)

Representative : Peter Banyong in respect of Flat 2 Ivona
Rusnakova

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 : R Waterhouse FRICS
K Ridgeway MRICS

Venue : 10 Alfred Place, London WC1E 7LR

**Date of hearing/
decision** : 20 March 2026/ 5 May 2026

DECISION

Decisions of the tribunal

- (1) The tribunal determines that the sum of £30,000 is payable by the Respondent in respect of the interim service charges for the year 2024.
- (2) The tribunal determines that the section 20 consultation was conducted in accordance with the Act and is lawful.
- (3) The tribunal determines that the process to obtain the cost estimates within the section 20 consultation are lawful
- (4) The tribunal determines that the correct apportionment to apply to each Respondent is one seventh of the total
- (5) The tribunal does not make an order under section 20C of the Landlord and Tenant Act 1985, nor under Paragraph 5A of schedule 11 to the Commonhold and Leasehold reform Act 2002.

The application

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 (“the 1985 Act”) as to the amount of service charges payable by the Respondents in respect of the service charge years 2024 and 2025..

The proceedings

2. The Applicant was represented by Mr P Gunby FRICS and the Respondent (Flat 2) was represented by Peter Banyong.

The background

3. The property which is the subject of this application is a purpose-built block of flats comprising seven similar units on a corner plat of land off Westwood Road [9/303].
4. Photographs of the building were provided in the hearing bundle [240-241/303]. 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.
5. The Respondents hold long leases of the property which requires the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge. The specific provisions of the lease and will be referred to below, where appropriate.

The Hearing

Preliminary Issues

Attendance at tribunal

6. Present at the tribunal was Mr Gunby FRICS of B. Bailey Property Management Ltd the representative of the freeholder.
7. No Respondents or the Representative of Flat 2 were present for the tribunal hearing start time. The tribunal commenced hearing at 10:10 AM having given the Respondents an opportunity to attend. No one for the Respondents' side attended.
8. In the absence of the Respondent or the Respondents representative the tribunal had recourse to The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.
9. Rule 34 concerns "Hearings in a party's absence";
34. If a part fails to attend the Tribunal may proceed with the hearing if the Tribunal-
(a) is satisfied that the party has been notified of the hearing or that reasonable steps have been taken to notify the party of the hearing and
(b) considers that it is in the interests of justice to proceed with the hearing.
10. The tribunal is satisfied that the Respondent had been notified of the hearing. The tribunal determines 34 (a) has been met. The Respondent's Representative wrote to the tribunal on 26 January 2026 requesting a strike out and cited the Directions [290/303]. The Directions dated 21 October 2025 [290/303] state the hearing date of 20 March start time 10:00am and the venue Alfred Place.
11. The tribunal turned to the second part of Rule 34, the tribunal considered that delay to the proceedings, which would delay a determination would delay certainty in the management of the property. The tribunal was content that the Rule 34 (b) is met.

Strike out Application

12. The Respondent on 26 January 2026 applied for the Applicant's case to be struck out on the basis that there had been non-compliance with the Directions. The non-compliance alleged was failure to serve copies of documents on the Respondents while serving upon the tribunal and that prejudice has been created by this default.

13. The Applicant in response notes and provides copies of the serve of documents to the Respondents. The Applicant saying that service did occur at the same time as service to the tribunal but that the service by email utilised blind copy function of the email system
14. Additionally, the Applicant reserved the documents on 26 January 2026.
15. The tribunal finds that non-compliance with the Directions did not occur and the application for strike out is refused.

Address of the property

16. Applicant initially addressed an initial point of clarification. The building the subject of the hearing was previously known as 1A Percy Road, as shown in the lease plan [67/303] subsequent alteration of the address by the Post Office was to change the address to 211 Westwood Road. Reference to 1 A Percy Road and 211 Westwood Road are reference to the same property.

The issues

17. At the start of the hearing reference was made to application.
18. The issues identified in the application are;

For the service charge year 2024

Whether it was lawful and reasonable to demand in the 2024 service charge budget the anticipated costs of the proposed section 20 works that were to be consulted on that year.

For the service charge year 2025

Whether the section 20 consultation was conducted in accordance with the Act

Whether the cost and estimates are reasonable

Whether the apportionments for the section 20 works are reasonable

19. The Respondent (flat 2) completed a Scott Schedule [256/303] which expanded further on the issues:
 - (i) Whether the lease provides for the collection of an interim service charge in advance of the section 20 consultation
 - (ii) Whether the 2025 electrical works were reasonable

- (iii) Whether the weather-break insulation was justified under the terms of the lease
 - (iv) Whether the contingency applied to the interim service charge was reasonable.
 - (v) Professional fees for supervision of the works whether reasonable
 - (vi) Whether apportionment of the costs correct under the lease
 - (vii) Request for tribunal to make orders under section 20C and Schedule 11 paragraph 5C.
20. With the absence of the Respondent, the tribunal asked the Applicant to submit their case and requested for clarification as needed.

Application Submission

The building and defects

- 21. The tribunal had read the relevant papers which comprised a Bundle of 303 pages.
- 22. The Applicant introduced the property and described the issues with it, taking the tribunal to photographs [272-273/303] showing the exterior. The tribunal heard the property has been the subject of fly tipping, the yard is accessible from the road and currently has no electronic gate [278/303] and photograph showing debris [274/303]. The first issue being addressed by the proposed works is a supply of electricity for the landlord, in order to install outside lighting and an electronic gate. These measures it is anticipated would increase security for the building.
- 23. The second issue with the property stems from its construction, the Applicant saying when it rains the water collects on the overhanging walkways and, then cascades down the building photographs at [275-276-277/ 303].
- 24. The Applicant says that they have managed the building for the past eight years and have attempted and failed on three previous occasions to get acceptance of proposed works under section 20 procedures. The Applicant for the section 20 procedure, the subject of this determination, has scaled back the scope of the proposed works. In this case to install a supply of electricity to the building for use in the common parts and the installation of the weather break.

Section 20 Procedure

25. A copy of the first stage of the consultation is at [122/303]. The Applicant noted that in the first stage they had provided for a 35-day period for responses which is in excess of the statutory minimum period.
26. The section 20 works were separated into two separate contracts. The first for the landlord's electricity supply and the second for the weather break.
27. The consultation papers included [127/303] the statutory notice accompanying it.
28. The second stage of the notice included a certificate of posting and a schedule of estimates. The Applicant noted that there were four different quotes for each contract. One of the quotes was from a contractor put forward by the Respondent of flat 2. The quote from the Respondent flat 2 contractor was the "third highest" in the batch.
29. The final stage of the consultation is set out in the Bundle at [162/303].

Reasonableness of the interim service charge in respect of the works

30. The Applicant referred to their Statement of Case and Witness Statement, [250/303] highlighting that they obtained four quotes for the electrical works and separate quotes for the weather break works. That included in the quotations were contractor suggested by the Respondent (flat 2). Further that detailed cost breakdowns were provided.
31. The costing includes a PC sum of £1200 to cover the utility company's costs of re connection of the new supply and contingency fees of 10% for the works and 15% for the inflation element. The Applicant explained that in his experience the PC £1200 sum in reality tended to come in higher when the work was carried out, and this was mitigated through the 10% contingency. The 15% inflation contingency was to cater for delays in the contract given the inflationary environment.
32. The Applicant drew the tribunal's attention to [280/303] LON/OOAM/LSC/2024/0353 a case concerning 1-14, 234 Dalston Lane London E8 1LA, where there had been acceptance of the 25% contingency approach. The prepared Bundle had the decision up to paragraph 13 [281/303] and from paragraph 20 [282/303] but paragraphs 14 to 19 were missing. The Applicant provided these under separate cover by e mail dated 18 March from the Applicant. Given the missing page stems from an administrative oversight and the document is a matter of public record the tribunal is content to accept the missing page and cannot see any prejudice to the Respondent in doing so.
33. The Applicant explained [162/303] that the January 2024 interim service charge figure was £4285.71, however the scope of the proposed

works had been reduced, and the revised figure was £2,068.13. The difference having been credited back to the leaseholder's service charge accounts.

34. The Applicant contended the works were necessary and where matters the landlord was required to undertake under the lease. In terms of the electrical supply to enable external lighting and a supply to install electric gates, the Applicant showed that £1732.40 had been incurred over a 12-month period in clearing fly tipping. The Applicant asserting that the works would increase security and reduce costs in the long term.
35. In terms of the weather break the Applicant referred to photographs showing the stain caused by the current situation of water cascading down the building when it rains. The works are intended to prevent this.
36. The professional fees for overseeing the works are set at 10%, the Applicant asserts this is an industry standard for this work and submits it is reasonable.

The Lease

37. The Applicant referred to the lease [63/303];

9 The Service Charge

- 9.1.3 *"The Interim Charge" means such sum to be paid on account of the Service charge in respect of each Accounting Period as the Landlord or their Managing Agents shall specify at their discretion to be a fair and reasonable interim payment having regard to anticipated expenditure in the next Accountancy Period and he reserves held."*

38. This they contended provided for the advance collection of funds in anticipation of expenditure in the coming year.

- 9.3 *The first payment of the Interim Charge (on account of the Service Charge for the Accounting Period during which this Lease is executed) shall be made on the execution hereof and thereafter the Interim charge shall be paid to the Landlord by equal payments in advance on the Twenty fourth day of June and the Twenty fifth day of December in each year and in case of default the same shall be recoverable from the Tenant as rent in arrears."*

39. This provided for the timing of the payment.

40. The Landlords obligations are set out in [56/303]

5. Landlords obligations

5.5.1 To maintain and keep in good substantial repair and condition

5.5.11 Without prejudice to the foregoing to do or cause to be done all such works installations acts matters and things as in the absolute discretion of the Landlord may be considered necessary and advisable for the proper maintenance safety amenity and administration of the Building.”

5.5.3 To keep clean and where appropriate lighted the Common Parts and to keep clean the windows in the Common Parts and where appropriate to furnish the Common Parts in such style and manner as the Landlord shall from time to time in his absolute discretion think fit.

5.5.6.2 To employ all such surveyor’s builders’ architect’s engineer’s tradesmen accountants or other professional persons as may be necessary or desirable for the proper maintenance safety and administration of the Building.

41. This the Applicant contended allowed the landlord to carry out pre-emptive works including keeping clean, lit and for the payment of fees to supervise, such as those the subject of the application.

42. The lease provides the Respondent (Flat 2) pays one seventh of the service charge costs incurred.

“1.16 the service charge percentage is a percentage equating to one seventh (1/7th) of the whole”.

Section 20C and Schedule paragraph 5A application

43. The Applicant contends that the costs of the proceedings should properly be placed on the service charge, noting the figure incurred is reasonable [257/303] of £3500.00.

The Respondent’s submission

44. The Respondent did not attend the hearing, but the tribunal had reference to their comments in the Scott schedule at [256/303]

Analysis and decision

45. 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.

For the service charge year 2024

46. **Specifically, whether it was lawful and reasonable to demand in the 2024 service charge budget the anticipated costs of the proposed section 20 works that were to be consulted on that year.**
47. The tribunal finds that under the lease; an interim service charge is lawful under the lease 9.1.3 applying and that this is not qualified that a section 20 process is required in advance.
48. The tribunal finds, that under the lease, the proposed works are lawful, provisions 5.5.1, 5.5.11, 5.5.3 and 5.5.6.2 applying.
49. The tribunal finds the size of the interim demand is reasonable, as evidenced by the nature of the works and the quotations received.
50. The tribunal determines that the 2024 interim service charge demand was lawful.

For the service charge year 2025

51. Whether;
- the section 20 consultation was conducted in accordance with the act
 - the cost and estimates are reasonable
 - the apportionments for the section 20 works are reasonable
52. The tribunal having heard submissions on the section 20 procedure and considered the documentary evidence, determines the section 20 process has been lawfully carried out.
53. The tribunal determines the cost and estimates are reasonable
54. The tribunal finds the lease provides at 1.16 that the apportionment of 1/7 th per leaseholder is lawful.

The Scott Schedule issues

Whether the lease provides for the collection of an interim service charge in advance of the section 20 consultation

55. This has been addressed above.

Whether the 2025 electrical works were reasonable

56. The proposed works are lawful under the lease; this has been addressed above.

Whether the weather-break insulation was justified under the terms of the lease

57. The proposed works are lawful under the lease, this has been addressed above.

Whether the contingency applied to the interim service charge was reasonable.

58. The tribunal determines the contingency provided in the interim service charge reasonable and lawful, this has been addressed above.

Whether the professional fees for supervision of the works were reasonable

59. The tribunal finds the professional fees reasonable and lawful; this has been addressed above.

Whether apportionment of the costs correct under the lease

60. The lease provides for the leaseholder 1.16 to pay 1/7th of the total costs. The tribunal finds the application of this apportionment is lawful.

Request for tribunal to make orders under section 20C and Schedule 11 paragraph 5C.

61. The Applicant has been successful on all grounds; the Respondent has not submitted any evidence to contest. The tribunal determines it will not make an order under section 20C or Schedule 11 paragraph 5A and so the costs of these proceedings can lawfully be demanded through the service charge.

Name: R Waterhouse FRICS

Date: 5 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).