



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

Case reference : **LON/00BK/LSC/2025/1165**

Property : **Flat 1, 197 Queen's Gate, London, SW7,
5EU**

Applicant : **Helen Pugmire**

Representative : **Not represented**

Respondent : **197 Queens Gate Limited**

Representative : **Susan Metcalfe Property Management**

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 Hussein-Venn
Mr Jagger MRICS**

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

Date of hearing : **5 May 2026**

Date of decision : **18 May 2026**

DECISION

Decisions of the tribunal

(1) The tribunal determines that the charges challenged under items A, B, D, E, F, F1, H, I, J, K, L, M, N, O and P of the Scott Schedule are recoverable through the service charge under the terms of the lease.

(2) The tribunal determines by agreement between the parties that the sum of £47.86 shall be credited to the Applicant in respect of electricity charges under item C.

(3) The tribunal makes no determination in respect of item G, which shall be determined separately following the Respondent's application for dispensation under section 20ZA of the Landlord and Tenant Act 1985.

(4) The tribunal makes no order pursuant to section 20C of the Landlord and Tenant Act 1985.

(5) The tribunal makes no order pursuant to paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.

(6) The tribunal makes no order for reimbursement of tribunal fees.

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 Applicant in respect of disputed service charge items arising during the service charge years 2020-2025.

The hearing

2. The Applicant appeared in person at the hearing, and the Respondent was represented by Jenna Mullock of Susan Metcalfe Residential Property Management and Ms Priya Gopal of Gatehouse Chambers. Also in attendance were Mrs D Blamey, a Director of the Respondent and a mini pupil accompanying Ms Gopal.
3. The documents that the tribunal were referred to are in an agreed bundle served by the Applicant of 608 pages plus a skeleton argument of 17 pages and the Respondent's skeleton argument of 13 pages, the contents of which the tribunal noted. The order made is described at the end of these reasons.
4. Four days prior to the hearing the Respondent made two applications pursuant to section 20ZA of the 1985 Act for dispensation from the consultation requirements in relation to urgent remedial works associated with water ingress affecting Flat 3, as identified within item G

of the Scott Schedule. The second was for qualifying works to install a Grade A Fire Alarm System, as identified in item D of the Scott Schedule. The applications were served upon the Applicant, who objected to the dispensation application being determined as part of the substantive hearing. The Respondent sought that the Tribunal should consider these applications at the hearing.

5. The background

6. The property which is the subject of this application is a large mid terrace Grade II Listed former house converted to 6 flats. The Applicant occupies flat 1 on the lower ground floor. The Respondent company is owned by the six flat owners and the Applicant is one of the three directors of the company.
7. Photographs of the building were provided in the hearing bundle. Neither party requested an inspection and the tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute.
8. The Applicant holds a long lease 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 will be referred to below, where appropriate.
9. The papers also included a service charge deposit deed and the licence to assign to the Applicant. Solicitors instructed by the Respondent have also sought to recover legal costs arising from earlier tribunal and county court proceedings through the service charge, which forms part of the dispute before the tribunal in this application.

The issues

10. At the start of the hearing the parties identified the relevant issues for determination as follows:
 - (i) whether the costs challenged within the Scott Schedule were recoverable under the terms of the lease;
 - (ii) whether the Respondent had complied with the consultation requirements under section 20 of the 1985 Act in relation to the disputed major works;
 - (iii) whether the relevant service charge demands and notifications complied with section 20B of the 1985 Act;
 - (iv) whether the electricity charges had been correctly apportioned;

- (v) whether the legal costs challenged by the Applicant were recoverable through the service charge provisions of the lease;
- (vi) whether an order pursuant to section 20C of the 1985 Act and/or paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 should be made; and
- (vii) whether the Applicant should be reimbursed the tribunal fees.
11. The tribunal ruled that the Respondent's late application for dispensation under section 20ZA of the 1985 Act could not fairly be determined as part of the substantive hearing, having been made only four days prior to the hearing date. Directions would therefore be required in relation to that application and the tribunal determined that item G would be considered separately following determination of the dispensation application.
12. 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.

Items A and B – Legal costs

13. The Applicant challenged the recoverability of legal costs arising from earlier tribunal and county court proceedings. The Applicant submitted that the costs had either already been considered in earlier proceedings or related to ongoing litigation which had not concluded. The Applicant also submitted that the Respondent should not be permitted to recover those costs through the service charge.
14. The Respondent relied upon the provisions of the lease, in particular clauses 6.2.2 and paragraph 14 of Part 1 of the Sixth Schedule, and submitted that the lease permitted recovery of legal and management costs incurred in connection with matters affecting the building and the interests of the landlord and tenants. The Respondent submitted that the earlier tribunal decision dated 14 March 2022 made no order pursuant to section 20C of the 1985 Act or paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 and therefore recovery through the service charge had not been restricted.
15. The tribunal is satisfied that the lease contains broad provisions permitting recovery of legal and associated management costs through the service charge. The tribunal further notes that no order was made in the earlier proceedings restricting recovery pursuant to section 20C of the 1985 Act or paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002. In particular, paragraph 14 of Part 1 of the Sixth Schedule permits recovery of:

“the costs and fees of any surveyor architect engineer solicitor or other professional adviser or person incurred in connection with any matter ... affecting the interest of the Landlord and/or the Tenant in the Building.”

In those circumstances, the tribunal determines that the costs challenged under items A and B are recoverable through the service charge under the terms of the lease.

Item C – Electricity charges

16. The parties agreed during the hearing that the Applicant’s calculation in respect of the electricity apportionment was correct and that a credit in the sum of £47.86 should be applied to the Applicant’s account.
17. The tribunal therefore determines by agreement that the Applicant is entitled to a credit in the sum of £47.86 in respect of item C.

Item D – Grade A LD2 Wireless Fire Alarm System

18. The Applicant submitted that she had not received the relevant consultation notices in relation to the fire alarm works and challenged the recoverability of the costs on that basis. The Applicant also relied upon metadata contained within certain documents and submitted that some documents appeared to have been created at a later date than stated upon them.
19. The Respondent relied upon the Notice of Intention dated 20 November 2023 together with the subsequent Statement of Estimates and associated correspondence. The Respondent accepted that some correspondence had been transmitted to the Applicant through solicitors acting in relation to separate proceedings but submitted that the consultation documents had nonetheless been sent to the Applicant by email and post and that the Applicant had in fact received the relevant documents.
20. The tribunal accepts the evidence of Ms Mullock that the consultation documentation was sent to the Applicant and passed on through Brady Solicitors. The tribunal found Ms Mullock to be a consistent and reliable witness in relation to the consultation process. The tribunal also notes that the Applicant accepted receipt of certain consultation documents during the course of the process.
21. The tribunal is satisfied on the balance of probabilities that the consultation requirements under section 20 of the 1985 Act were complied with in relation to item D. The tribunal therefore determines that the charges relating to item D are recoverable through the service charge under the terms of the lease.

Item E – Building Safety and associated professional fees

22. The Applicant challenged the recoverability of various professional and compliance-related costs and submitted that the total costs exceeded the statutory consultation threshold.
23. The Respondent submitted that the relevant costs related to professional fees, surveys and compliance obligations arising from building safety requirements and did not constitute qualifying works or qualifying long-term agreements requiring consultation under section 20 of the 1985 Act.
24. The tribunal accepts the Respondent's submissions in this regard. The costs challenged under item E relate to professional and compliance-related services and do not fall within the statutory consultation requirements under section 20 of the 1985 Act. The tribunal is satisfied that such costs are capable of recovery under paragraph 14 of Part 1 of the Sixth Schedule to the lease.
25. The tribunal therefore determines that the costs challenged under item E fall within the service charge provisions of the lease and are recoverable through the service charge.

Items F and F1 – External works and associated surveyor's fees

26. The Applicant challenged the consultation process undertaken in respect of the external works and submitted that notices had been issued late, that documents had been backdated, and that the process had effectively been predetermined before consultation concluded.
27. The Applicant also submitted that she had not been provided with sufficient breakdowns in respect of quotations and that additional items had been incorporated into the scope of works during the process.
28. The Respondent accepted that earlier notices had been reissued after concerns arose regarding service upon the Applicant. However, the Respondent submitted that the works had not commenced at that stage and that a fresh consultation process had subsequently been undertaken. The Respondent further submitted that the Applicant actively participated in the consultation process, nominated contractors and made detailed observations to which responses were provided.
29. The tribunal notes that the Applicant received the Notice of Intention dated 24 July 2025 and thereafter participated extensively in the consultation process, including nominating contractors and corresponding with the managing agents regarding the proposed works and estimates.

30. The tribunal is satisfied that the consultation requirements under section 20 of the 1985 Act were complied with in relation to the external works. The tribunal also accepts the Respondent's evidence that the works themselves did not commence until April 2026, after completion of the consultation process.
31. The tribunal also noted that the Applicant did not advance any substantive pleaded challenge to the reasonableness of the quoted sums themselves.
32. In relation to item F1, the tribunal accepts that the associated surveyor's and professional fees either form part of the qualifying works process or otherwise fall within the service charge provisions of the lease.
33. The tribunal therefore determines that the charges challenged under items F and F1 are recoverable through the service charge under the terms of the lease.

Item G – Flat 3 water ingress works

34. The tribunal makes no determination in respect of item G within this decision.
35. The Respondent has made a separate application pursuant to section 20ZA of the 1985 Act seeking dispensation from the consultation requirements in relation to those works. The tribunal determined at the outset of the hearing that the dispensation application could not fairly be determined as part of the substantive hearing, having been made only four days before the hearing date.
36. Item G shall therefore be determined separately following determination of the dispensation application.

Items H to O – Service charge demands and section 20B notifications

37. The Applicant submitted that she had not received the relevant service charge demands or section 20B notifications during the relevant accounting periods and that many of the demands had only been provided to her in December 2025.
38. The Respondent accepted that a number of demands had been reissued in December 2025 but submitted that the relevant costs had either been validly notified pursuant to section 20B of the 1985 Act or fell within the relevant 18-month period at the date of reissue.

39. The Respondent relied upon the various section 20B notices contained within the bundle together with the reissued service charge demands and associated correspondence. The Respondent also submitted that, during periods in which the Applicant was in breach, communications regarding service charges had been handled through solicitors.
40. The tribunal is satisfied that the Respondent complied with the notification requirements under section 20B of the 1985 Act in relation to the disputed items. In relation to those demands reissued in December 2025, the tribunal is further satisfied that the relevant costs either fell within the relevant statutory period or had previously been notified through section 20B correspondence.
41. The tribunal therefore determines that the charges challenged under items H to O are recoverable through the service charge under the terms of the lease, subject to the Respondent's concession that the recoverable sum under item H is limited to £5,585.12.

Item P – Entry phone system

42. The Applicant submitted that she derived no benefit from the entry phone and video system because Flat 1 has a separate entrance and is not connected to the system. The Applicant sought a credit in respect of historic and future charges relating to the system.
43. The Respondent relied upon paragraph 8 of the Sixth Schedule to the lease and submitted that the costs of maintaining the entry and security system were recoverable from all leaseholders irrespective of individual use or benefit. The Respondent also stated that Flat 1 had never historically been connected to the entry phone system, including prior to the Applicant's purchase of the property, but that connection could be arranged should the Applicant wish, at a cost recoverable under the lease.
44. The tribunal accepts the Respondent's submissions in this regard. The lease expressly permits recovery of costs associated with the entrance security system and the Applicant remains contractually bound by those provisions notwithstanding that Flat 1 is not presently connected to the video entry system.
45. The tribunal therefore determines that the charges challenged under item P are recoverable through the service charge under the terms of the lease.

Item Q

46. The tribunal makes no determination in respect of the matters raised under item Q. During the hearing the tribunal indicated that the issues

raised under this heading had not been properly pleaded within the application or witness evidence and it would not be fair or proportionate to determine them within these proceedings.

Application under s.20C and refund of fees

47. At the conclusion of the hearing the Applicant sought reimbursement of the tribunal application and hearing fees. Having considered the determinations made above and the circumstances of the application overall, the tribunal makes no order for reimbursement of tribunal fees.
48. The Applicant also sought an order pursuant to section 20C of the 1985 Act and paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002. Having considered the determinations made above and the circumstances of the application as a whole, the tribunal makes no order pursuant to section 20C of the 1985 Act and makes no order pursuant to paragraph 5A of Schedule 11 to the 2002 Act.

Name: Judge Hussein-Venn

Date: 18 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).