



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

Case reference : **LON/00BB/LSC/2025/0936**

Property : **Flats 7 & 1, 73 Carnarvon
Road, London, E15 4JW**

Applicant : **Nicolas Butty
Md Jubayer**

Representative : **Mr Nicholas Butty**

Respondent : **Third Actel Management Limited**

Representative : **Mr Lee Gardener -Uniq Block
Management Limited**

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 Daley
Mr Naylor Professional Member**

**Date and venue of
Hearing** : **16 February 2026 at 10 Alfred Place,
London WC1E 7LR**

Date of decision : **26 February 2026**

DECISION

Decisions of the tribunal

- (1) The Tribunal refers to its decision at paragraph 32 below.
- (2) The Tribunal makes no order for a reimbursement of application and hearing fees
- (3) The Tribunal grants the applicants an order pursuant to Section 5A Schedule 11 of the Commonhold and Leasehold Reform Act 2002
- (4) The Tribunal makes no order under Section 20C of the Landlord and Tenant Act 1985

The application

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 (“the 1985 Act”) [and Schedule 11 to the Commonhold and Leasehold Reform Act 2002 (“the 2002 Act”)] as to the amount of service charges payable by the Applicants in respect of Major works for the replacement of the roof. .

The hearing

2. The Applicants were represented by Mr Nicholas Butty lead applicant, who represented the applicant at the hearing. The Respondent was represented by Mr Lee Gardener managing agent.

Preliminary Matters

3. At the hearing the Tribunal was told that the Respondent had a statement in response to the application which was not in the hearing bundle. Mr. Gardener also referred to a report from Flat 11 together with other documents which were not before the Tribunal; The Tribunal decided to adjourn the hearing for half an hour to enable Mr. Gardener to make copies of the documents. On return he provided the Tribunal with the following
 - a letter dated 1.08.23 from UKA Renovations Limited
 - A four-page Defence to the claimant
 - Photographs
 - Statement of Defence
 - Estimate from M & S Roofing Company dated 20 July 2023.
 - Annual General Meeting Minutes dated 29 July 2024
 - Email chain dated 17 February 2025
 - Email dated 14 February 2025
4. The Tribunal also adjourned for 30 minutes to read the documents which were provided.

The background

5. The property which is the subject of this application is said to be an early 1980s purpose-built residential block of flats containing 13 flats.
6. On 14 February 2026, the landlord's managing agent served a section 20 notice, setting out the landlord's intention to carry out major works in relation to replacing the roof and carrying out an insulation upgrade. The reason given in the notice was that the roof was at the end of its economic life. The notice provided details of the contractors who had tendered for the work and specified that the lowest tender in the sum of £36,900 from M & S Roofing and the sum of £10320.00 from Austin Scaffolding.
7. Due to Leaseholders objecting to the major work being carried out, (on the grounds that the work was not necessary), an application for a determination was made on 16 July 2025.
8. A case management hearing was held on 16 September 2025 whether the Tribunal gave directions for the preparation of the case for hearing. The Tribunal set the matter down for hearing on 16 February 2026.
9. The Applicants 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 and will be referred to below, where appropriate.

The issues

10. At the start of the hearing the parties identified the relevant issues for determination as follows:
 - (i) Whether the proposed roof replacement and associated costs of approximately £52,272, claimed in the 2025 service charge year is reasonably incurred and reasonable in amount.

The Hearing

11. The Tribunal heard from Mr Gardener who informed the Tribunal about the scope of the work. He told the Tribunal that on 4 July 2023, he received reports from the leaseholder, and director of the freehold company (of flat 11). That her property was experiencing water penetration. He commissioned an inspection of the flat from M & S Roofing, who informed him that the roof had exceeded its 25-year life span and that there were two options, to carry out a temporary repair or to undertake a full replacement.

12. The Tribunal was informed that Mr Gardener had also been provided with access to flat 13 on 1 October 2025 and had found that there was evidence of on-going water ingress with evidence of cracking and concealed damp damage. He told the Tribunal that following the commissioning of two reports, and a report from the leaseholder of flat 11, a decision had been made by the directors of the freehold company to authorise repair works in the sum of £1,020 (inc VAT). However, at the Annual General Meeting which took place in the summer of 2025, it was agreed that the roofing issues would be better resolved by replacing the roofing and upgrading the insulation.
13. Mr Gardener in his statement he set out that the roof failed to achieve the minimum thermal performance required under current building regulations and whilst the existing roof surface could technically receive an overlay industry best practice and regulation necessitated introducing insulation above the roof decking during replacement.
14. In answer to questions from Mr Butty, he agreed that the work had not been separately costed, however he told the Tribunal that in order to overlay, scaffolding would need to be installed around all sides of the building, and that Overlay would raise the height of the building, and that this meant it was likely to be just as costly as a roof replacement if not more.
15. The Tribunal was provided with an estimate (dated 20 July 2023) which provided the cost for applying liquid plastics to the perimeter of flat 11 in the sum of £850.00 and replacing the roof and fitting a new vapour barrier and solid insulation with a 3 layers of felt and grey mineral cap in the sum of £36,000.00
16. Mr Butty he explained that he lived in flat 9, which was on the second floor. He told the Tribunal that the section 20 process had not been complied with as he had asked questions of Mr Gardener which had not been answered. Mr Gardener told the Tribunal that he had complied with the Section 20 process. The Tribunal noted that this was not an issue which was before it, and accordingly it limited its consideration of the case to the issue which had been identified.
17. Mr Butty referred the Tribunal to the two reports which had been commissioned by the respondent. The first report was dated 23 November 2023 from Proteus Waterproofing. This report had been commissioned by Capital Roofing. (Although it was referred to as a survey, the Tribunal noted that it was an inspection report for the purpose of supporting the use of the waterproofing product, and that it was not an independent expert report). This report took core samples of the roof from different areas. He referred the Tribunal to the report on page 13, where it was noted of the ~~two~~ core samples that they were found to be dry.

18. Mr Butty observation was that this meant that the roof had not failed. He was asked by the Tribunal about whether he considered repairs to be necessary. Mr Butty accepted that repairs were needed however he referred to the report of Proteus Waterproofing and its conclusion which stated that *“Currently, the existing roof coverings still form a suitable surface to receive a new overlay system, consideration should be given to introducing a new insulation above the roof deck in order to thermally upgrade...”*
19. He told the Tribunal that he had researched the cost of this work (using Chat GPT) and that the cost was likely to be 10% of the roof replacement costs specifically between £3000.00 and £10,000.
20. He also referred the Tribunal to the HomeServe Report in which it was concluded that-: *“Mould growth is a result of condensation forming; this in turn is a result of high humidity (RH). When moisture laden air comes into contact with cool surfaces such as outer walls, windows and window reveals, condensation appears and mould growth can occur within 6 hours. High RH levels are quite commonplace in properties these days as our drive for energy efficiency has seen houses built more tightly and effectively 'sealed up' with insulation and double glazing. As we cook, bathe and breathe, up to 4 pints of moisture per person per day is produced and trapped in the property. ...We would therefore recommend that the ventilation in the property be improved in order to prevent further mould growth as a result of condensation as this will undoubtedly lead to unnecessary refurbishment costs in the future.”*
21. Mr Butty submitted that need for recovering ~~the major work~~ was not supported by the evidence before the Tribunal and stated that the work required was no more than an overlay
22. In response Mr Gardener, stated that the work of overlaying the roof would require the whole building to be scaffolded, and that this was unlikely to be significantly less in cost. He referred to the fact that the report from Proteus had set out that the condition of the roof was poor and given this he posed the question of whether the respondent needed to wait till the roof had failed prior to undertaking work.

Section 20 C of the Landlord and Tenant Act 1985 and Section 5 A Schedule 11 of CLARA 2002 and the hearing costs

23. Mr Gardener told the Tribunal that his cost of attending the hearing was £500.00 he indicated that the respondent wished for the costs to be paid by the three leaseholders who had brought this case, rather than as a service charge.

24. The Tribunal was not referred to any specific provision in the lease which enabled the charge to be recovered as a service charge or administration charge.
25. Mr Butty indicated that he wished the Tribunal to make an order under section 20C so that the charges could not be passed on to the leaseholders, and an order

The tribunal's decision and Reason for the decision

26. Having heard evidence and submissions from the parties and considered all the documents provided, the Tribunal has made determinations on the various issues as follows.
27. The Tribunal on carefully considering the evidence, finds that the roof, is in need of work, and that the age of the roof is such that it is ~~at~~ near the end of its economic life and will need to be replaced at some stage, otherwise there will be a growing need for patch repairs to be carried out. The issue is whether the roof needs to be replaced, as set out in the section 20 notice, or whether the actual condition of the roof warrants a roof replacement.
28. At the hearing Mr Gardener argued that replacing the roof would also provide the opportunity to replace the insulation and bring it up to modern standards which would reduce the impact of condensation within the building
29. Mr Butty, and the leaseholders who are applicants to this application submitted that the roof has not yet reached the stage where a replacement is necessary.
30. The Tribunal accepted on the evidence before it, and on the submissions from Mr Butty that the roof has not failed in such a way as to cause water ingress that could not be rectified by patch repair however evidence is that the roof is reaching the end of its natural life and reports including that of Proteus suggest that roof work to provide additional insulation would assist with the condensation issues being experienced . Given this, the decision of whether the costs of the work if incurred would be reasonable and payable fell to be determined on a construction of the lease. Clause 2 Schedule 6 of the lease provides that the landlord will maintain in good order and condition and to repair redecorate renew amend and clean when and as necessary and appropriate (a) the structure of the Estate building and in particular the roofs foundations and external walls.”
31. The Tribunal in considering all the circumstances in this case, finds that the wording of the clause within the lease, gives the respondent a wide discretion, as *good order and condition* means that the landlord does

not need to wait for the roof to actually fail before carrying out work. The lease also enables the landlord to amend and renew which means that an element of improvement is also reasonable and the costs are also payable.

32. However, the Tribunal has noted that although it finds that there is a need for work to be carried out to the roof and that in general the costs of replacing the roof would be reasonably incurred and payable the Tribunal is concerned that the report is now almost three years old. This provides the respondent with the option should they wish to explore it in also costing the work of Overlaying the roof, to provide the leaseholders with the assurance that the most economical and effective scheme of work has been commissioned.

The Tribunal's decision

33. The Tribunal determines under Section 27A (3) that the sum of £52,272 for replacement and upgrading the roof would , if the costs were incurred , be payable. .

Application under s.20C and refund of fees

34. At the end of the hearing, the Applicant did not make an application for a refund of the fees that he had paid in respect of the application/hearing¹. Having heard the submissions from the parties and considering the determinations above, the tribunal does not order the Respondent to refund any fees paid by the Applicant
35. Having heard the submissions from the parties and taking into account the determinations above, the tribunal in reaching its decision makes no criticism of the applicants in bringing the challenge to the service charges in these circumstances . Accordingly the Tribunal makes an order under Section 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002. This means that the costs occasioned by this hearing cannot be charged as an administration charge against the Applicants.
36. However, it makes no order under section 20C of the 1985 Act, so that the Respondent may pass its costs incurred in connection with the proceedings before the Tribunal through the service charge.

Name: Judge Daley

Date:26.02.2026

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

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).