



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

Case Reference : **MAN/00BY/LSC/2025/0622**

Property : **20 Galsworthy Avenue, Bootle L30 9SQ**

Applicant : **Mandy Vanriel**

Respondent : **One Vision Housing**

Type of Application : **Determination of liability to pay and reasonableness of service charges - Landlord and Tenant Act 1985 -27A Commonhold and Leasehold Reform Act 2002 –Sch 11 para 5A**

Tribunal Members : **Judge J Stringer
Mr I James, MRICS**

Date of Decision : **6th July 2026**

DECISION

Decision

1. The application is dismissed.

REASONS

Preliminary Matters

Inspection

1. An inspection of the exterior of the property and a communal hallway took place before the hearing. The Tribunal panel, Counsel

for the Respondent and the Respondent's witnesses were present for the inspection. The Applicant was not present, for the reasons explained below.

Attendance at the hearing

2. The Applicant attended the hearing, remotely by way of a video link from the Manchester Tribunal Hearing Centre. The Applicant explained that she had misread the notice of hearing, and mistakenly attended the Manchester Tribunal Hearing Centre, rather the Tribunal Centre at the Civil & Family Court, Liverpool, at which venue the hearing was listed. The Applicant confirmed that this was also the reason she had not attended the inspection prior to the hearing. The Applicant's husband, Mr Leon Vanriel, was present with the Applicant.
3. The Applicant represented herself at the hearing.
4. The Respondent was represented by Ms J Routledge, Counsel. Mr M Manns and Mr T Poland attended as witnesses for the Respondent.

Evidence

5. The Tribunal was provided with a 432 page, agreed, hearing bundle. The hearing bundle contained, amongst other documents the parties' statements of case, written witness evidence (including from the Respondent's witnesses - Mr Chris Hamill, and Mr Thomas Poland) and supporting documents.
6. Oral evidence was given at the hearing by the Applicant, Mr Manns and Mr Poland.
7. The Tribunal has carefully considered all the written material contained in the hearing bundle.

The Law

8. The Tribunal had regard to sections 19 and 27A (reasonableness of, and liability to pay, service charges), section 20 (consultation requirements) and 20C (costs of proceedings) of the Landlord and Tenant Act 1985 ("LTA 1985").

Background to the application

9. The Applicant is the leaseholder of 20 Galsworthy Avenue, Bootle, L30 9SQ ('the Property'). The Applicant resides at 15 Greenlake Road, Liverpool, L18 7JA.
10. The lease of the property vested in the Applicant by way of a deed entered into between the parties on or around 10th November 2023. The previous leaseholder of the Property was Mr Leslie Ash. The Respondent, One Vision Housing, is the landlord and freeholder.
11. On 16 June 2020, in accordance with s.20 of the Landlord and Tenant Act 1985 notice was given to all leaseholders (including Mr Ash) of the Respondent's intention to carry out works ("the Works"). The consultation period was until 17 July 2020. On 8 March 2021 estimates were provided for the cost of carrying out the Works. Two estimates were provided, from Sovini Property Services and CLAN Contracting Ltd.
12. The Works were carried out in 2022 and 2023 by Sovini Property Services. The Works were completed on 8 June 2023.
13. Invoices to leaseholders in respect of the work were sent on 29 July 2024.
14. Following queries raised by leaseholders, amended invoices were then sent on 24 October 2024. Payment was requested in 30 days in line with the One Vision Housing Residential Leaseholder Policy, according to the Respondent.

Issues

15. Whilst the Applicant's Statement of Case raised a number of matters in relation to the Works (including matters identified under headings: "Inconsistency in the Respondent's Invoices", "The Respondent's Conduct in Responding to the Applicant's Queries", "Absence of Underlying Evidence", and "Unreasonable Delay in Invoicing and Unlawful Payment Demand") two issues were identified by the Tribunal, and agreed by the parties, as being matters within the jurisdiction of the Tribunal, and for

determination by the Tribunal - firstly, an alleged failure to consult in relation to the Fire Stopping Compartmentation works in the roof/loft space, and, secondly, the reasonableness, or Applicants' liability to pay, for the increased render costs.

16. For the avoidance of doubt, insofar as the Applicant's Statement of Case makes any relevant observations on those two issues (even if not expressly identified as relating to those specific issues), those observations have been taken into account.

17. The Applicant confirms in her Statement of Case that she accepts a liability to contribute to the reasonable costs of the Works, and section 3 of her Statement of Case, "The Respondent's Costs Breakdown" identifies those elements of the Works which are disputed and which are accepted. The only disputed costs relate to the two identified issues, and the Tribunal accepts the Respondent's submission in relation to the accepted costs (that submission not being challenged by the Applicant), that "Under s27A(4) LTA 1985, no application may be made in respect of a matter which has been agreed or admitted by the tenant. On that basis, the Respondent notes that the Applicant does not dispute all charges. No further response is made to charges which the Applicant accepts. As such the sum in dispute is £8,436.27 in relation to the Render and the Fire Stopping Compartmentation." The Application is accordingly limited to the two identified issues.

18. The Applicant also refers in her Statement of Case to an application made to the First-tier Tribunal by the Respondent for dispensation from section 20 consultation requirements, an application which was subsequently withdrawn by the Respondent. However, it was agreed by the parties in the hearing that that application did not relate to any of the Works, and was accordingly irrelevant to the issues to be determined by the Tribunal on this application.

Relevant Written and Oral Submissions and Evidence, and the Tribunal's Conclusions on the Matters Raised by the Applicants

19. In accordance with the 'Practice Direction from the Senior President of Tribunals: Reasons for decisions', this decision refers only to the

main issues and evidence in dispute, and how those issues essential to the Tribunal's conclusions have been resolved.

Issue one - alleged failure to consult in relation to the Fire Stopping Compartmentation works

20. The Applicant's case in relation to this issue is that the original section 20 consultation identified limited, "modest", works, specified as "Roofspace: Fire-stopping", at a cost of £311.37. The leaseholders have been invoiced for £5,501.90 for "Fire-stopping – compartmentation in roof/loft space". The Applicant submits that this separate compartmentation charge is "a fundamentally different and far more extensive scope of work", 17 times the cost originally identified for fire-stopping and never forming part of the section 20 consultation, and have never been consulted on separately. The Applicant submits there is no explanation as to why the more extensive works were required, why they were not included in the original section 20 consultation, and she seeks "the underlying contractor invoice from Sovini for this item". The Applicant seeks a determination that the compartmentation/fire-stopping charge of £5,501.90 is not recoverable as a service charge.
21. The Respondent's case (relying on the documentary evidence in the bundle, the witness statement of Chris Hamill, Leasehold and Commercial Team Leader for the Respondent, dated 2nd March 2026, whose written evidence was adopted by Mark Manns, Head of Housing for the Respondent, the oral evidence of Mr Manns, and the witness statement dated 9th April 2026 of Thomas Poland, Reinvestment Delivery Manager for the Respondent, and Mr Poland's oral evidence) is that the relevant provisions of the consultation requirements (as set out in s20(3) LTA 1985 and the Service Charges (Consultation Requirements) (England) Regulations 2003) were complied with. In particular, the relevant notice of intention was given, a statement of estimates from at least two parties including one wholly unconnected to the landlord was obtained, and reasons were given despite there being no requirement to give reasons, given that the cheapest quotation was preferred.

22. The Respondent accepts that, in relation to firestopping, an initial estimate of £311.37 per leaseholder was given. This was, the Respondent submits, within the context of significant overall work to the roof. The total work was estimated at £318,970.36 across the estate, £5,316 per leaseholder. The final figure included a further £5,501.90 for compartmentation within the roof space.
23. The Respondent's evidence was that at the time of the estimates being provided, access into the loft spaces had all been fire boarded and closed off so access was not available prior to works. Once the roof was accessed it was identified that additional compartmentation between flats and communal areas was required (the oral evidence was that it became apparent that there was no compartmentation to these areas). This was a Building Control requirement in order to comply with the relevant fire compartmentation regulations. The Respondent's evidence (in relation to this issue, the evidence of Mr Poland) was that this work could not reasonably be undertaken as a separate project and that the works already underway could not be completed without the compartmentation; had the fire compartmentation been subject to further consultation, it is unlikely that any contractor would have sought to bid to complete just that one aspect; there would have been significant extra cost incurred if a different contractor was required for this one job. There would have been further delay to the works, both in relation to the fire stopping but also to the completion of the project overall. The work still fell within the scope of necessary works for the roof replacement.
24. The Tribunal was satisfied that the Applicant's case in relation to this issue was, in effect, that given the significance of the change in the works undertaken, as opposed to those consulted upon, the consultation process should have been repeated, and in the absence of that, was so defective as to be ineffective and non-compliant with the statutory provisions.
25. The Tribunal notified the parties that it considered the decision in *Reedbase Ltd and another v Fattal and others* [2018] All ER (D) 98 (Apr), [2018] EWCA Civ 840 was relevant to the present case, in particular, paragraphs 36 and 37:

“ 36. It is sometimes necessary for a landlord to repeat stage 2 of the process required by the Consultation Regulations but neither the Landlord and Tenant Act 1985 nor the Consultation Regulations give guidance as to when this should be done. In my judgment, the relevant test in the absence of any explicit statutory guidance, as to when a fresh set of estimates must be obtained, must be whether, in all the circumstances, the appellants have been given sufficient information by the first set of estimates. That involves, as both counsels submit, comparing the information provided about the old and the new proposals (and that comparison should be made on an objective basis). The difference is that the estimates produced at the second stage did not include an estimate for the additional cost of the appellants’ preferred tiles or of the pedestal system for fixing them. But that difference was not the only relevant factor and it would not, as I see it, be right to conclude that there had been a material change in the information provided on the basis of that one factor. In my judgment, in the light of the statutory purpose, as expounded in Daejan, it must also be considered whether, in all the circumstances, and taking account of the position of the other tenants who did not object to the changes, the protection to be accorded to the tenants by the consultation process was likely to be materially assisted by obtaining the fresh estimates.

37. In my judgment, the answer to the question I have posed is clearly no, taking a realistic view of the circumstances of this case, for several reasons. First, as the judge recognised, it is a relevant consideration that the tenants who contend that there should have been a fresh tender knew about the change in the works (including the need for a pedestal system of shims) and approved it, and did so without contending at that point in time that there should be a fresh tender. This is not a case where the landlord was seeking to ambush the tenants by doing some fundamentally different set of works from that originally proposed. Second, the change in cost was relatively small in proportion to the full cost of the works, especially when account is taken of the fact that the increase in cost due to the appellants’ choice of tile was primarily for the appellants’ sole enjoyment, and yet was being borne by the service charge. As Mr Chew put it, the proposals remained substantially the same. Third, it was on the face of it likely to be unrealistic to think that contractors who had estimated for the full works but not obtained

the contract would be likely to tender or to hasten to tender for a small part of it (supplying and fixing the tiles). (There was a single contract awarded for the works). There is no evidence that there would have been any saving in cost. No other contractor had been put forward by the tenants. Nor indeed was there any suggestion that it would be best practice to seek fresh tenders in these circumstances. Fourth, the retendering process would have led to a loss of time in completing the works, which might prejudice other tenants. Fifth, the appellants continued to have their protection under section 19 of the Landlord and Tenant Act 1985 (see Appendix) against the inclusion of reasonable costs in the service charge, which claim the judge dismissed at trial”.

26. The Applicant did not dispute the relevance of the decision in *Reedbase*, and the Respondent agreed it was relevant.
27. Having regard to the guidance given in *Reedbase* and *Daejan* (*Daejan Investments Ltd v Benson* [2013] All ER (D) 48 (Mar)) the Tribunal finds that it was not necessary in relation to this issue for the Respondent to repeat the consultation process, the consultation process was compliant and the costs incurred were reasonable and necessarily incurred.
28. This is because the purpose of the legislation is to ensure that, in this case, leaseholders, are not required (i) to pay for unnecessary services or services which are provided to a defective standard, and (ii) to pay more than they should for services which are necessary and are provided to an acceptable standard.
29. The Applicant acknowledged that fire-stopping works were identified as being required in the consultation (which she confirmed in oral evidence she was made aware of during her purchase of the property), she did not dispute the fire-stopping compartmentation works were necessary, nor that the extent of the works required only became apparent once the works were underway and the contractors had access to the roof space, nor is any alternative cost suggested for the works undertaken; the issue is simply the difference in cost as between that estimated in the consultation and the actual cost of the work carried out.

30. The evidence of the Respondent's witnesses (which was unchallenged, and, in the absence of any other basis to doubt those witnesses' credibility, is accepted by the Tribunal) was that: it is unlikely that any other subcontractor would wish to tender for such a specific piece of work; that re-tendering and re-consulting would result in delay, both in relation to the specific work, but also the overall scheme of what was a long and complex project of works; that the work was required to be carried out irrespective of any objections due to fire regulations. There is no challenge to the standard of the work and, in particular, there is no evidence of any prejudice in relation to the costs of the work (that is, any evidence of alternative, less costly quotations for the work undertaken).
31. Whilst the increased cost as a result of the fire-stopping work was significant as compared to the original quote, the Tribunal accept that the cost of that work in the context of the roofing work as a whole were not disproportionate, or required a repeat of the consultation process.

Issue two - the reasonableness of the figure for the render

32. The Applicant challenges the reasonableness of the charge for the Render works. The Applicant accepts the charge in principle but challenges the final figure.
33. The basis for the challenge is that the initial estimate was £7,414.16 per leaseholder and the final charge was £10,348.53, and no explanation for this increase was provided.
34. The Tribunal is satisfied that the charges for the rendering work are reasonable.
35. This is because it accepts the (unchallenged) evidence of the Respondent's witnesses, in particular, that the reason for the increase is that works were delayed due to restricted working practices around Covid 19 and also there were significant increases in the costs of materials due to high inflation; there is documentary evidence that these were factors affecting costs by the internal emails from March 2022. The Applicant relies in part on the fact that the final total bill was in excess of that suggested in the

(rejected) quotation from CLAN. As was submitted by the Respondent, this fails to take into account that both quotations were prepared prior to the increases in material costs, and neither can be a reliable benchmark for the costs finally incurred.

36. The Tribunal also accept the Respondent's submission (which is consistent with the authorities) that when there are several reasonable options, the Tribunal should not substitute its judgment for that of the landlord, if the landlord has chosen one reasonable solution.

37. The Tribunal also accept and find that an increase in cost is not of itself sufficient to invalidate consultation that has taken place since all the landlord is required to do is to produce estimates (per paragraph 34 of *Reedbase*).

38. There is no suggestion that the work done was not of sufficient standard, nor is there any evidence that the work undertaken could, at the time it was undertaken, have been done at a lower cost.

Remedy

39. For the reasons given, the application is dismissed.

Costs

40. No application is made for an order pursuant to s 20C LTA 1985 but had there been such an application, given the findings of the Tribunal, the application would be refused.

41. An application is made for under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002, that is, liability to pay "an administration charge in respect of litigation costs" but no explanation as to how the Applicant has any such liability has been provided, nor is it apparent from the lease that there is any such liability. In the absence of any explanation of how such a liability might arise, the Tribunal makes no order under this provision.

J Stringer

Tribunal Judge

15th May 2026