FIRST-TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case references	:	**CAM/00MX/LAC/2025/0001** **CAM/00MX/LSC/2025/0603** **CAM/00MX/LSC/2025/0687**
Property	:	**32A Belgrave Road, Aylesbury, Bucks, HP19 9HN**
Applicant	:	**Mrs Chris Gaskin**
Representative	:	**In person**
Respondent	:	**Fairfield Rents Limited**
Representatives	:	**Mr Arjun Nath, Director of Praxis Block Management Limited**
Types of application	:	**Liability to pay service and administrative charges (sections 27A, 20B and 20C Landlord and Tenant Act 1985; paragraphs 5 and 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002); and** **Dispensation with consultation requirements (section 20ZA Landlord and Tenant Act 1985)**
Tribunal members	:	**Judge Virginia Lloyd** **Judge David Wyatt** **Mr Gerard Smith MRICS FAAV REV**
Date of hearing	:	**11 February 2026 (remote hearing)**
Date of decision	:	**5 March 2026**

DECISION

Decisions of the tribunal

(1) The tribunal determines that the sum of **£398.55** is/was payable by the Applicant in respect of the service charges for the years ending 2019 to 2024. The tribunal makes the determinations as set out under the various headings in this Decision, as summarised in the table below. The service charge account will need to be adjusted to reflect the reductions made by the Tribunal.

Service charge item	Claimed (£)	Payable (£)	Would have been payable but for s.20B (£)
1 July 2019 to 30 June 2020			
Public liability insurance	90.96	Nil	Nil
Management fee	153	Nil	153
1 July 2020 to 30 June 2021			
Public liability insurance	140.40	Nil	40.28
Management fee	162	Nil	162
Guttering	See below	Nil/no credit	See below
1 July 2021 to 30 June 2022			
Public liability insurance	140	Nil	70
Management fee	162	Nil	162
Asbestos survey	135	Nil	135
1 July 2022 to 30 June 2023			
Public liability insurance	154.10	Nil	70
Management fee	162	**162**	
1 July 2023 to 30 June 2024			
Public liability insurance	134.20	**74.55**	
Management fee	162	**162**	
Total payable		**398.55**	

(2) The tribunal determines that the administration charge made in relation to the letter of consent is not currently payable, but will be payable in the reduced sum of **£90 (£75 plus VAT)** if the Respondent provides a letter of consent to the Applicant.

(3) The tribunal determines under section 20ZA of the Landlord and Tenant Act 1985 to dispense with all the consultation requirements in

respect of external replacement of guttering and downpipes repair works completed in 2021, as described below.

(4) The tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 that none of the Respondent's costs of the tribunal proceedings may be passed to the Applicant through any service charge.

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

(6) The tribunal makes no other order in respect of costs.

The applications

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") and paragraphs 5 of 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 years, together with cost protection orders under section 20C of the 1985 Act and paragraph 5A of Schedule 11 to the 2002 Act.

2. The Respondent applies for dispensation with the consultation requirements pursuant to section 20ZA of the 1985 Act.

The hearing

3. The Applicant appeared in person at the remote hearing on 11 February 2026, partly by telephone and partly by video. The Respondent was represented by Mr Arjun Nath, Director of Praxis Block Management Limited ("PBM"), the current managing agents, with Ms Catherine Jose, Property Manager of Urbanpoint Property Management Limited ("UPM"), the former managing agents, attending to assist.

4. The tribunal were provided with two bundles from the Applicant dated 7 October 2025 and 6 January 2026 respectively; and one electronic bundle from the Respondent dated 15 December 2025. Because both parties had failed to comply with directions requiring them to include in their bundles copies of the missing application forms submitted by the Applicant, the tribunal office had also circulated a copy of those documents as a further "bundle" for completeness.

5. Mr Nath informed the tribunal that he had previously worked for UPM, had been a block manager of the property and that he is currently a Director of PBM.

Preliminary Issue

6. As a preliminary issue, the Respondent had repeatedly failed to comply with the Directions of Judge Wyatt dated 24 September 2025 to serve a fully paginated bundle of all documents set out in the Directions in hard copy and electronic copy by 14 November 2025, producing only a late electronic bundle without the copy application forms and additional documents from the Applicant. Consequently, the Respondent had been automatically barred from participating. Shortly before the hearing, they delivered the hard copy bundles which the Applicant had made clear throughout she would need.

7. On 27 January 2026, the Respondent applied for permission to rely upon their bundle in writing and orally at the hearing. Mr Nath for the Respondent explained that there had been misunderstanding of the Directions, followed by a change of managing agents from UPM to PBM, which had caused disruption. The Christmas period had then intervened which led to late service of hard copies of the bundle.

8. Whilst the tribunal did not condone the Respondent's failure to comply with its Directions, the contents of their bundle had been provided to the Applicant in ample time before the hearing. In accordance with Rule 3 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the Tribunal Procedure Rules") and the overriding objective of seeking flexibility in the proceedings and ensuring that so far as practicable, the parties are able to participate fully in the proceedings, the tribunal decided to lift the bar and permit the Respondent to rely upon their bundle.

The background

9. The building is a post-war end-terrace house converted into two one-bedroom maisonettes. The property which is the subject of this application is a ground floor maisonette numbered 32a Belgrade Road, Aylesbury, Bucks, HP19 9HN, with car parking space and enclosed garden to the rear.

10. 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.

The lease

11. The Applicant holds a long lease of the property (Title No: BM153157), which is dated 26 July 1990 with a term of 99 years commencing from 29 September 1989. The lease was originally made between the landlord, Pledgelone Limited and the tenants, Mr and Mrs M J Massey, and has since been assigned to the current Applicant. The Respondent was the landlord throughout the relevant periods.

12. The lease requires the landlord to provide services, and the lessee to contribute one half part (50%) towards the landlord's costs by way of a variable service charge. The proportions of the contribution are not in dispute. The relevant provisions of the lease are as follows:

> Clause 3(i)(c) provides that the Lessee is not to make any structural alternations to the premises or remove any of the Lessor's fixtures without the prior written consent of the Lessor.
>
> Clause 4(iii) provides that the Lessee shall "*Insure and keep insured the maisonette against loss or damage by fire in the full value thereof in the names of the Lessee and the Lessor with such insurance office as the Lessor shall reasonably approve…*"
>
> Clause 5(iii) provides that the Lessor covenants to "*maintain, repair, decorate and renew … the gutters and rainwater pipes*".

The Fourth Schedule sets out costs and expenses which the Lessee is required to contribute to and includes as follows:

> Clause 1 - The expense of maintaining, repairing and renewing the "*gutters and the rainwater pipes*".
>
> Clause 4 - "*The cost of insurance against third party risks in respect of the Lessor's property if such insurance shall be taken out by the Lessor*".
>
> Clause 5 – "*All other expenses … incurred by the Lessor in or about the maintenance and proper and convenient management and running of the Lessor's property.*"
>
> Clause 6 – "*The fees and disbursements paid to any managing agents appointed by the Lessor in respect of the Lessor's property provided that so long as the Lessor does not employ a managing agent the Lessor shall be entitled to add the sum of*

10% or a current reasonable figure to any of the above items for administrations".

Relevant law

13. The 1985 Act provides a statutory framework for the management of service charges imposed by a landlord on a tenant. Section 18 provides a broad definition of "*service charge*" and "*relevant costs*".

14. Section 19 limits the amount of "*relevant costs*" that can be recovered through a service charge, as follows:

"*19. Limitation of service charges: reasonableness*

(1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period—

(a) only to the extent that they are reasonably incurred, and

(b) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard;

and the amount payable shall be limited accordingly".

15. In relation to "on account" service charges, section 19(2) provides as follows:

"*(2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise*".

16. Sections 20 and 20ZA require a landlord (and others entitled to levy service charges) to consult with leaseholders about certain matters, including qualifying works if the relevant costs exceed the prescribed amount. To comply with consultation requirements a person collecting a service charge must follow procedures set out in the Service Charges (Consultation Requirements) (England) Regulations 2003.

17. Section 20 of the Act provides for the limitation of service charges in the event that the statutory consultation requirements are not met. Only £250 can be recovered from each leaseholder in respect of such works unless the consultation requirements have either been complied with or dispensed with.

18. Section 20ZA of the Act reads as follows:

"Where an application is made to … [the First-Tier] Tribunal for a determination to dispense with all or any of the consultation requirements in relation to any qualifying works or qualifying long-term agreement, the Tribunal may make the determination

if satisfied that it is reasonable to dispense with the requirements."

19. Section 27A provides as follows, so far as is relevant:

"*27A. Liability to pay services charges: jurisdiction*

(1) An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to—

(a) the person by whom it is payable,

(b) the person to whom it is payable,

(c) the amount which is payable,

(d) the date at or by which it is payable, and

(e) the manner in which it is payable.

(2) Subsection (1) applies whether or not any payment has been made".

20. Section 20B imposes a statutory time limit on making demands for service charges, as follows:

"*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."

22. In the case of Parmar v 127 Ladbroke Grove Limited [2022] UKUT 213 (LC), paragraph 26, Deputy Chamber President, Judge Rodger QC explained as follows: "*Section 20B operates by imposing a time limit of 18 months in subsection (1), which begins to run from the date when the relevant costs taken into account in determining the amount of a service charge were incurred. If more than eighteen months have elapsed before a demand for payment of the service charge is served on the tenant, the tenant will not be liable to pay the charge to the extent that it reflects the relevant costs, unless the landlord can bring itself within the limited exception in subsection (2). That exception requires written notification to have been given to the tenant, within the same eighteen-month period, that the costs in question "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.""

23. Section 20C provides that a landlord's costs in connection with legal proceedings, such as the application before this tribunal, can be excluded from a service charge.

"*20C. Limitation of service charges: costs of proceedings*

(1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a court, residential property tribunal or leasehold valuation tribunal or the First-tier Tribunal, or the Upper Tribunal, or in connection with arbitration proceedings, are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.

...

(3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances".

24. A similar provision in relation to administration charges is found at paragraph 5A of schedule 11 to the Commonhold and Leasehold Reform Act 2002.

25. Rule 13(2) of the Tribunal Procedure Rules allows the tribunal to order a party to reimburse another party for any tribunal fees paid.

26. General contractual law principles apply to the payment of service charges.

27. The 2002 Act provides a similar statutory framework for the management of administration charges imposed by a landlord on a tenant. The framework is contained in schedule 11 to that Act. Paragraph 1 of the schedule provides a definition of "*administration charge*".

28. Paragraph 2 is as follows.

"*2. Reasonableness of administration charges*

A variable administration charge is payable only to the extent that the amount of the charge is reasonable".

29. Paragraph 5 explains how administration charge disputes are to be resolved. It provides as follows, so far as is relevant:

"*5. Liability to pay administration charges*

(1) An application may be made to the appropriate tribunal for a determination whether an administration charge is payable and, if it is, as to—

(a) the person by whom it is payable,

(b) the person to whom it is payable,

(c) the amount which is payable,

(d) the date at or by which it is payable, and

(e) the manner in which it is payable.

(2) Sub-paragraph (1) applies whether or not any payment has been made".

<u>The issues</u>

The relevant issues for determination are as follows:

30. The general issue for the Tribunal is whether any or all of the service charges between 2019 and 2024 relating to Buildings Insurance (all years); Management Fees (all years); Repairs and Maintenance (2020-2021); Asbestos Survey (2021-2022) are reasonable and payable.

31. A further "preliminary" issue, which impacted most of the disputed service charges, was whether the Respondent had failed to serve demands for payment of the service charges on the Applicant within the time limit under s.20B of the 1985 Act between 4 November 2019 and 17 June 2024.

32. The Respondent made an application pursuant to s.20ZA of the 1985 Act for dispensation with the consultation requirements for external replacement of guttering and downpipes repair works completed in 2021.

33. The Applicant took issue with reasonableness of an administration charge for a letter of consent from the landlord.

34. A final issue is whether the Tribunal should make any orders in respect of costs.

35. 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.

<u>S.20B Limitation of Service Charges</u>

36. The Applicant claims in her application dated 29 August 2024 that the last invoice/statement that she received from the Respondent was on 4 November 2019. She states that she did not receive a further invoice until 17 June 2024. She alleges that she sent three emails requesting that the Respondent send her an invoice as she was retiring during this period and required this information to inform the Department for Work and Pensions. The emails were not included in her bundles. She referred the tribunal to the document entitled Invoice / Statement dated 17 June 2024 to show that she had not made any payments on account to the Respondent between November 2019 and the date of the Invoice. The Respondent's statement simply asserts that demands/statements were sent, are usually sent out by post on the date marked on them (if a charge is applied) and the leaseholder of the other flat had settled their charges promptly.

37. The tribunal notes that for the period in question, there were no default charges levied on the account, whereas a credit control reminder fee had been added in February 2025 (and subsequently deducted). If the payments had been demanded as alleged by the Respondent, then there was no explanation in the documentary evidence as to why no action had been taken to recover the service charges.

38. When asked about this, Mr Nath on behalf of the Respondent gave oral evidence that Mr Nasir Adnan, a Director of UPM, had had a "*relationship*" with the Applicant and had given instructions that they were not to "*chase*" the Applicant. She was "*allowed to pay as and when she could afford to*". Mr Nath explained that they managed 20,000 units and it was not cost effective to seek to recover these service charges. We note that explanation (and that the Applicant was unwell for part of the relevant period) but it seems to be contradicted by the charge(s) applied in February 2025 (when UPM were still acting as the property managers). Further, this was not a case of payments being made "as and when". Until September 2019 (the last payment before 2024) the account indicates regular payments. Nothing was then paid for nearly five years (not even rent); that seems too long for the explanation suggested at the hearing. In the circumstances, it seems more likely that something had gone wrong with the agent's systems and demands were not being sent.

39. The tribunal referred the Respondent to invoices from UPM for their management fees (i.e. their invoices for the costs incurred by the Respondent) dated 30 June 2020 and 30 June 2021 respectively, which the Applicant alleges she did not receive until she sought disclosure of the documents after 17 June 2024. The invoice dated 30 June 2020 referred to management fees between 1 July 2020 to 30 June 2021

(£306), but the pre-filled remittance details on this single-page invoice specified the amount (£324) and invoice number for the following year, dated 30 June 2021. Ms Jose confirmed that the invoices were for "*payment in arrears*" as per the invoice dated 30 June 2021 and for later invoices. Beyond a suggestion that this was a "typo" she and Mr Nath were unable to explain the anomaly in the invoice dated 30 June 2020. It is difficult to see how this could have arisen unless the invoice dated 30 June 2020 was produced after the event, when the 30 June 2021 invoice number and amount was known.

40. The tribunal notes that there is no evidence in the bundles of any email correspondence or covering letters for the period between November 2019 to June 2024 which referred to any service charge statement or invoice. There was also no witness statement from the leaseholder of flat 32B that the Respondent alleged had paid his service charges as and when they fell due.

41. The tribunal determines that the unexplained remitttance details in the invoice dated 30 June 2020 cast doubt on the reliability of the Respondent's systems/records in relation to this period. In conjunction with a lack of supporting evidence that service charge statements or invoices were sent to the Applicant, on the balance of probabilities, we accept the Applicant's evidence that she was not invoiced during the period in question. This is consistent with the lack of any evidence of any follow-up action despite many years without payment, even allowing for the explanation offered at the hearing.

42. The effect of s.20B of the 1985 Act (set out above) is that the Applicant is not liable to pay any of the service charges adequately identified and disputed by the Applicant (as detailed below) except the charges determined below for the management fee for the year ending 2023 (the invoice is dated 30 June 2023) and the charges determined below for 2024.

43. All the other relevant costs were incurred more than 18 months before 17 June 2024, when the Applicant first received an "invoice / statement" from the Respondent in relation to the relevant periods and paid a sum on account by BACS that same day (which appears to have been the rent for the entire period she did not receive demands). The invoice for the public liability insurance cost for the year ending 2023 is dated 9 June 2022, and the most recent invoice for the prior periods is dated 30 June 2022.

44. However, in case this decision pursuant to s.20B is wrong, the Tribunal has reached decisions on each service charge item and the amount claimed for each service charge year as follows:

S.27A Liability to Pay Service Charges

45. The challenges to pay service charges were for the periods (a) 1 July 2019 – 30 June 2020, (b) 1 July 2020 – 30 June 2021, (c) 1 July 2021 – 30 June 2022, (d) 1 July 2022 – 30 June 2023 and (e) 1 July 2023 – 30 June 2024.

Buildings Insurance and Property Owners' Liability Insurance - all service charge years

Decision

46. The tribunal determines that the amount payable in respect of Public Liability Insurance is **£74.55 for 2023 to 2024** and that no Buildings Insurance is payable to the Respondent pursuant to Clause 4 and Fourth Schedule, Clause 4 of the Lease.

Reasons

47. The Applicant informed the tribunal that in accordance with clause 4 of the lease she insured her property, with the Freeholder named as an interested party on her insurance policy. Her insurance policy includes public liability insurance. This was not disputed by the Respondent.

48. In the Applicant's bundle, she referred to a decision in an application between the same parties by the First Tier Tribunal (CAM/11UBk/2019/0001) dated 7 October 2019, in which it was held that the Buildings Insurance was not reasonable nor payable by the Applicant.

49. The decision also referred to an earlier decision of the County Court at Milton Keynes (Claim No. E3QZ36T5) dated 10 October 2018 ("the County Court Judgment"), which determined that the Applicant was liable to pay the proper share of the Landlord's public liability allowance if the Respondent provided the Applicant with copies of the policy, policy schedule and a receipted invoice showing that the charges had been incurred.

50. The Respondent referred orally and in writing to the Fourth Schedule, Clause 4 of the Lease in support of their decision to insure the common areas of the property by taking out Property Owners Liability Insurance.

Insurance schedules, policy documents and a receipt for payment were documented. It was suggested that their insurance is only for property owner liability, but each invoice describes the main cost as "Buildings", plus separate terrorism cover and insurance premium tax.

51. The tribunal noted that the Fourth Schedule, Clause 4 of the Lease permitted the Respondent to recover the cost of insurance against "*third party risks*" rather than the cost of Buildings Insurance as set out in the policy document. The tribunal further noted that the policies included £10,000,000 Property Owners Liability Insurance cover but Mr Nath for the Respondent confirmed that there was no breakdown for the cost of the Property Owners Liability Insurance. The Applicant has been able to take out her own buildings insurance with a mainstream insurer at very modest cost.

52. The tribunal observes that the policy schedule is all encompassing and covers for the loss of rent, fixtures and fittings, communal contents and Landlord's contents amongst other items, which are not applicable to these premises. The policy terms generally include risks beyond a third-party insurance risk and they partly benefit the Respondent. Whilst the tribunal accepts that in view of the terms of the lease it may be prudent that the Respondent takes out their own Buildings Insurance (as long as they have been careful to ensure this fits with the insurance required from the leaseholder(s) to avoid any risk of double-insurance), the cost of such insurance is not recoverable from the Applicant in accordance with the provisions of the lease. We are not satisfied that it was unreasonable for the Respondent to take out their own insurance against third party risks rather than attempting to rely on the Applicant's policy.

53. As no breakdown of the Buildings Insurance Premium charges was provided by the Respondent, the tribunal has relied upon its general expertise and assesses that (where evidence of the insurance costs has been provided) half of the claimed costs for "buildings"/ "property owners liability" relate to insurance against third party risks within the scope of the service charge provisions in the lease plus Insurance Premium Tax (IPT) at 12% for 2023-2024. The apparent insurance cost for buildings/property owners' liability insurance (excluding terrorism cover elements and the like) of £266.25 is reduced to £133.13 (50%) plus IPT (£15.98), the total cost of £149.10, of which the Applicant's 50% share is £74.55.

54. The premiums for the years ending 2019 to 2023 are not payable by the Applicant as they fall within the period affected by the s.20B decision set out above. In case the s.20B decision shall be varied or set aside, the Applicant's contribution would be assessed on the same basis, as follows, where the second column notes the figure shown in the evidence for

buildings/property owners liability insurance (as opposed to the total insurance cost claimed):-

2019 - 2020	NA	Nil, no invoice in evidence
2020 - 2021	143.85	£40.28
2021 - 2022	250.00	£70.00
2022 - 2023	250.00	£70.00

Management Fee - all service charge years

Decision

55. The tribunal determines that the amount payable in respect of the management fees is **£162 for 2022 – 2023 and £162 for 2023-2024, totalling £324**.

Reasons

56. The management fees are payable pursuant to the Fourth Schedule, clauses 5 and 6 of the lease.

57. The Applicant referred to the County Court Judgment from 2018 in support of her claim that the management fees should be limited "*to the sum of £76.25 per 6 months previously charged*".

58. The Respondent informed the tribunal that they had had an increase of their overheads over their entire portfolio and had increased their management fees across their portfolio on a property-type basis over the years. In their written submissions, they state that their "*management rates increase in line with the industry standards, and we are confident that they are competitive*".

59. The tribunal finds that the management fees are reasonable for all the service charge years and considers that they are a variable charge to take into account increases in overhead costs, as represented by the Respondent. The increases all seem to be within, or in line with, inflation, and this seems a normal market rate for a simple property.

60. The service charges for the management fees for the years ending 2019 to 2022 are not payable by the Applicant as they fall within the period affected by the s.20B decision set out above. In case the s.20B decision shall be varied or set aside, the Applicant's contribution would be assessed as follows:-

2019 - 2020	£153
2020 - 2021	£162
2021 - 2022	£162

<u>Guttering – 2020-2021</u>

Decision

61. The tribunal determines that the costs of repair and maintenance of the guttering and downpipes is not payable by the Applicant. The result is that the Applicant is not liable to contribute towards the £655.20 cost of the works arranged by her neighbour. The Respondent is not obliged by this decision to credit the Applicant for the cost of the £384 works arranged and paid for by the Applicant.

62. In case the tribunal's decision in relation to s.20B as set out above shall be set varied or set aside, the Applicant's contribution would be assessed as totalling £519.60, representing a half share of the total costs of the gutter and downpipe repairs.

Reasons

63. Repair and maintenance obligations of the Respondent, including the replacement of guttering and downpipes repair works to the property are set out in clause 5(iii) and the Fourth Schedule, clause 1 of the lease.

64. The Applicant informed the tribunal that the leaseholder of flat 32B, the first-floor maisonette, commissioned and paid for guttering and downpipes works to the front of the property through Vale Guttering, in the sum of £655.20. The Applicant had been unwell at the relevant time and had nominated her son to liaise with the leaseholder of flat 32B. No access was provided by the Applicant for Vale Guttering to repair and replace the guttering and downpipes to the rear of the property. The Applicant conceded that the works did need to be carried out urgently but did not consent to the works being carried out by Vale Guttering.

65. Subsequently, the Applicant commissioned Pegasus Conservatories Limited ("Pegasus") to repair and replace the guttering and downpipes to the rear of the property in the sum of £384, which was approved by the Respondent. Whilst the Applicant approved of the works that she commissioned through Pegasus and accepts that urgent works were required to the front and back of the property, she claimed that s.20ZA

of the 1985 Act had not been complied with by the Respondent in relation to the works arranged by her neighbour or overall.

66. Mr Nath for the Respondent informed the tribunal that the leaseholders agreed that the works were urgent and they each commissioned the works and incurred costs, thereby accepting the costs that were being incurred. The Respondent had sought to regularise this by paying the other leaseholder's contractor (or crediting them) and crediting the Applicant for the sum she had paid her contractor. He argued that it was fair that it be covered by service charges in equal shares and that the management fee was not sufficient for the Respondent to expend time on commissioning the works. He accepted that the Respondent had not complied with the consultation requirements and, after the tribunal asked whether he wished to do so, applied for dispensation pursuant to s.20ZA.

67. The tribunal determined that in these exceptional circumstances, given that the leaseholder of flat 32B had arranged the works which the Applicant felt were too expensive, the Respondent could apply for dispensation at the hearing based upon the evidence within the bundles. In reply, the Applicant could set out any prejudice that she had suffered as a result of the Respondent's failure to consult in accordance with the legislation. The hearing was adjourned briefly for both parties to consider their submissions.

68. Ms Jose for the Respondent applied for dispensation on the basis that there was continuous correspondence with Vale Guttering and other companies had provided higher estimates for the works, as evidenced in the bundle. A Property Manager for the Respondent had sent details to the Applicant's son by email which was also included within the bundle. The Respondent surmised that informal consultation had taken place before the works were completed.

69. The Applicant, in her submissions, stated that she objected to the cost of the works by Vale Guttering and alleged that she was not asked by the leaseholder of flat 32B if she consented to the works, nor did she give consent. She observed that she had been able to procure the works at the rear at lower cost. It was not clear whether the two sets of works had the same scope, although the Applicant was sure they did.

70. The tribunal finds that the repair works were urgent and necessary; that the leaseholder at flat 32B had consulted informally with the Respondent and the Applicant in writing and through the Applicant's nominated representative and had also obtained alternative, higher quotes, before choosing the cheapest of the options they had found to carry out the repair works. It is well established that the Landlord is not required to

choose the cheapest contractor, but the costs must be at a reasonable market price. It seems that these were; the other quotations were substantially higher, at £1,700 and £1,440, even if these included all the works procured by the 32B leaseholder and the Applicant. The tribunal is not satisfied that the Applicant has suffered relevant prejudice. The dispensation pursuant to s.20ZA is therefore granted but will not affect the sum assessed as payable by the Applicant unless the tribunal's decision in relation to s.20B is varied or set aside.

Asbestos Survey – 2021-2022

Decision

71. The tribunal determines that no sum is payable by the Applicant in respect of the asbestos survey, pursuant to the decision of the tribunal in respect of the s.20B decision, as set out above. In case the tribunal's decision is varied or set aside, the Asbestos Survey is reasonable and would be payable under the Fourth Schedule, clause 5 of the lease in the sum of £135.

Reasons

72. The Applicant informed the tribunal that she was not given notice that there would be someone attending to carry out an asbestos survey; there was no inspection by Horta Environmental; and an asbestos survey cannot be carried out from a distance. She had sought advice from the Health and Safety Executive and received an email reply in general terms which stated that *"the duty to manage asbestos in buildings covers 'common parts' of multi-occupancy domestic premises…"* however the reply in the bundle was incomplete. The Applicant alleges that there are no common parts to the building.

73. Mr Nath for the Respondent advised the tribunal that an asbestos survey has been required since 2000 for two main purposes; namely when a flat is sold (for the purposes of preparing an LP1 for the purchaser or conveyancer) or from a health and safety perspective. The risk assessment is for materials containing asbestos which may be found in some tiles, downpipes and gutters. He stated that Horta Environmental carried out a professional survey (as part of a bulk instruction, for which a copy invoice was provided) and that UPM generally commissioned an asbestos report on a portfolio wide basis every 10 years or so. Mr Nath informed the tribunal that as far as he was aware, Horta Environmental attended the property.

74. The tribunal noted that there were photos of the property which included the rooftiles, soffits and downpipes within the report. The Applicant alleged that these may have been obtained from Google Earth and that she had a high fence. The tribunal observed that (at this price level) the inspectors do not do scrapings and rely upon visual inspection of the property. The inspectors also inspect the roof fixtures which are '*common parts*'. The tribunal further noted that concerns of asbestos in the guttering and downpipe repair works in 2020-2021 had been raised between the leaseholder of flat 32B and UPM. In the circumstances, we consider that it was reasonable to incur the cost of a basic survey and while this survey was limited and remote, the modest cost was reasonably incurred.

<u>Letter of Consent – 2021-2022</u>

Decision

75. The tribunal determines that the amount payable in respect of the letter of consent is reduced to **£90 (£75 plus VAT)** but is only payable on the provision of a letter of consent by the Respondent to the Applicant for the replacement of the patio doors.

Reasons

76. It was not disputed that in these circumstances a reasonable fee for consent is payable pursuant to clause 3(i)(c) and Fourth Schedule, clause 6 of the lease.

77. The Applicant applied to the Respondent for consent to replace the patio doors and double-glazed unit. She alleged that UPM were also the Freeholders as they were at the same business address. She informed the tribunal that the charge of £180 (£150 plus VAT) to replace patio doors and double-glazed unit for which she paid £1,389 was variously "*a little bit high*" and "*outrageous*". She claimed that she had not been charged when she had previously sought permission to resolve a high drain issue which had become a trip hazard.

78. Mr Nath for the Respondent informed the tribunal that the Applicant had applied for consent and they were required to refer to the lease and liaise with the leaseholder and freeholder.

79. The tribunal enquired if there had been an administrative charge for consent to change the guttering to which the Respondent confirmed there had been no charge levied.

80. The tribunal referred to an email between UPM and the Applicant dated 18 July 2022, in which UPM advised that "*our clients would be prepared to provide a letter of consent*" in the sum of £180 (£150 plus VAT). The tribunal enquired if there was a copy of the letter of consent and whether it could be assumed that it had not been provided. The Respondent agreed with the assumption. The administration charge was paid by the Applicant and the Applicant then replaced her patio doors and double-glazed unit. The payment was not recorded in the Service Charge 'invoice / statement' as it is an administration charge.

81. We agree with the Applicant that, even if a proper letter of consent is now actually provided, the amount charged is too high. In our assessment, in view of the simple nature of the request and the limited work involved, a charge of up to £75 plus VAT, but no more, would be reasonable.

Costs

82. We put it to the Respondent that the service charge provisions in the lease did not seem to include the costs of proceedings, so it seemed just and equitable to avoid uncertainty about this by making an order under section 20C of the 1985 Act - this was not disputed. Further, the Applicant has succeeded with the majority of her application, and in particular her application pursuant to s.20B of the 1985 Act. Taking into account the determinations and having heard submissions from the parties, the tribunal determines that it would be just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act, so that the Respondent may not pass any of its costs incurred in connection with the proceedings before the tribunal through the service charge.

83. No particular administration charge in relation to the costs of these proceedings, brought by the Applicant, has been identified. Accordingly, the tribunal makes no order under paragraph 5A Schedule 11 to the Commonhold and Leasehold Reform Act 2002. However, this does not preclude the Applicant from making a new application if any attempt is made in future to seek the costs of these proceedings from the Applicant as an administration charge.

84. The Applicant confirmed that she had not paid any tribunal fees. The Applicant had previously suggested she wished to make an application in respect of costs under Rule 13 of the Tribunal Procedure Rules but did not serve details of her claim for reimbursement of expenses in preparing for the hearing as required by the directions of Judge Wyatt to enable the tribunal to consider any such application at the hearing. At the hearing, the Applicant explained she now understood the limitations of Rule 13

and noted the Respondent's failures to comply with directions but had primarily been hoping to recover cost incurred earlier in relation to a laptop. Since details were not provided as directed to enable the tribunal to deal with this at the hearing, the tribunal makes no other order in respect of costs

Name: Judge V Lloyd **Date:** 5 March 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).