



FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference : MAN/16UD/LSC/2025/0707

Property : 17 Admiral Way, Carlisle, CA1 3PD

Applicant : Emma Nelles

Respondent : Speckled Wood (Carlisle) Management Company Limited

Representative : Ms Morris, Gateway Property Management Limited

Type of Application : - Determination as to Service Charges, s27A Landlord and Tenant Act 1985
- Section 20 Landlord and Tenant Act 1985
- Section 20C, Landlord and Tenant Act 1985
- Rule 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013

Tribunal Members : Judge J A Adams
Tribunal Member W Reynolds

Date of Decision : 3 September 2026

DECISION

1. In respect of the disputed service charges for the 2025 service charge year for repairs to the satellite/aerial system:

- a. The works did not constitute a single set of works that required consultation, as such the Tribunal did not find that the requirements of s.20 Landlord Tenant Act 1985 (as amended by the Commonhold and Leasehold Reform Act 2002) (LTA 1985) as to consultation had been avoided by the Respondent.
 - b. The sums claimed for the repairs have been reasonably incurred and are reasonable in amount and as such are payable by the Applicant subject to the same being validly demanded.
2. The Applicant applied for a costs order pursuant to Rule 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 in respect of the Tribunal fees. The Tribunal makes no order that the Applicant be reimbursed these costs by the Respondent.
3. The Respondent's costs of the application may not be added to the service charge account payable by the Applicant or other leaseholders where such costs relate to the preparation for or defence of the claim relating to the invalidity of the demand dated 24 July 2025, the Respondent accepting that such demand was invalid and withdrawing the same during these proceedings.

REASONS

BACKGROUND

1. The Applicant is the leaseholder of Flat 18 Speckled Wood Carlisle, known as 17 Admiral Way, Carlisle, CA1 3PD (The Property). This flat forms part of a purpose built property, there are 9 flats in total in the relevant block, forming odd numbers 1-17 Admiral Way. This application is made by the leaseholder of 17 Admiral Way alone. The Property shares communal services and entrances with other flats alongside parking spaces and communal external areas.
2. Speckled Wood (Carlisle) Management Company Limited are the freeholder of Admiral Way. The building is managed by Gateway Property Management Limited on behalf of the freeholder. Gateway Property Management Limited have been the managing agents since September 2018.

3. The Applicant withheld payment of additional service charges demanded by way of invoice dated 24 July 2025, expressed to be for satellite maintenance. The Applicant challenged that the demand was valid and further that she was responsible for these costs, that the said costs demanded were payable given the absence of any consultation procedure and that in any event the costs were unreasonable.
4. By way of application dated 1 September 2025 the Applicant challenged the demand by way of Tribunal application in respect of the 2025 service charge year, for satellite maintenance costs only. The application requested the Tribunal determine whether the service charge of £248.89 was payable under the lease, whether the cost was reasonably incurred, whether the Landlord was required to consult in respect of the sums claimed pursuant to s.20 LTA 1985, whether it was reasonable to charge these costs to leaseholders who did not benefit from the services provided to which the charge related and whether sufficient notice was provided to leaseholders.
5. In their statement of case the Respondent accepted the demand issued on 24 July 2025 for the sum of £248.89 was invalid as it had not been issued in accordance with the lease. This demand was subsequently confirmed as withdrawn, and the associated late fees cancelled. The relevant service charges were later re- demanded by way of balancing charge invoice dated 23 June 2026, for the service charge year ending 31 December 2025.
6. The application was heard by the Tribunal on 3 September 2026, when it was confirmed that the Tribunal was no longer required to determine the validity of the demand dated 24 July 2025. The Applicant also accepted that the Respondent was responsible for maintenance of the satellite system and that all leaseholders were required under the terms of the lease to contribute to those costs (subject to compliance with statutory requirements) via the service charge covenants such that she no longer pursued this element of her application. The Applicant therefore asked that the Tribunal consider:
 - a. Whether the Respondent was required to consult in respect of the costs incurred for the satellite maintenance, the applicant contending that these costs formed a set of works, pursuant to s.20 LTA 1985;

- b. Whether the costs incurred for the satellite maintenance were reasonably incurred and reasonable in amount;
 - c. Whether the Respondent was entitled to refuse the request to pay the 2025 on-account service charges by way of instalments without charging additional costs; and
 - d. That the Respondent be precluded from claiming their costs in this case via the service charge mechanism pursuant to s.20C LTA 1985 alongside an order that the Respondent pay the Applicants costs limited to Tribunal fees pursuant to Rule 13 Tribunal Procedure (First-Tier Tribunal) (Property Chamber) Rules 2013.
7. The Respondent opposed the application, submitting that the service charges claimed in relation to the satellite maintenance did not form part of a single set of works and as such there was no requirement to consult, the charges claimed were reasonably incurred and reasonable in amount and further that they should not be precluded from recovering costs incurred via a s.20C LTA 1985 order nor should they pay the costs incurred by the Applicant. The Respondent during the hearing accepted that they were not entitled to charge additional fees for any on-account service charge payments by way of monthly instalments.

THE LAW

8. The relationship between the Landlord (directly or via their managing agents) and the leaseholders are governed by the terms of the lease. These terms set out the contract entered into by the parties and are unable to be varied by one party without the agreement of the other. In the case of a building occupied by a number of leaseholders, unless expressly agreed otherwise each leaseholder should have the security of knowing that the obligations of the parties set out in his lease apply equally to all the others.
9. Section 27A of the 1985 Act enables either party to a lease to apply to the Tribunal for an order as to whether a service charge is payable and also, if payable, the amount which it to be paid.
10. Section 19(1) of the 1985 Act provides as follows:

“Relevant costs [i.e. costs incurred by or on behalf of the landlord] 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.”

11. Section 20 of the 1985 Act requires consultation with leaseholders where expenditure for repairs or building works (for a single issue) will exceed £250 per unit. If such consultation does not take place, the freeholder is unable to recover more than £250 per unit without dispensation from the Tribunal.
12. All demands for service charges must be accompanied by a Summary of Tenants' Rights and Obligations as set out in The Service Charges (Summary of Rights and Obligations, and Transitional Provision)(England) Regulations 2007 (“the 2007 Regulations”). If the summary is not provided the service charges are not payable, until such time as it is provided.

THE LEASE

13. The Leases of each leaseholder in Admiral Way will vary by date but are understood to be in the same form. In any event, the Tribunal has had reference to the Lease for the Property in question, Flat 18 (known as 17 Admiral Way), dated 23 June 2017 (Lease).
14. By clause 3 of the Lease, leaseholders are obligated to pay services charges in accordance with the fourth and seventh schedules of the Lease. Clause 16 of the fourth schedule requires each leaseholder to pay service charges in accordance with the seventh schedule. The service charges are payable in respect of the block and the external areas as defined by the Lease. The obligations on the freeholder (and by extension their employed agents) extends to service media as defined in clause 1 of the Lease, which includes *‘pipes wires cables conduits aerials (including satellite and*

cable television receivers)....'. The Property is a self-contained flat within the block, and is known as 17 Admiral Way.

15. The service charge is estimated for the service charge year ahead, each year ending 31 December, and in accordance with clauses 2 and 3 of the seventh schedule is demanded in advance and is payable by equal monthly installments. Following the conclusion of the service charge year, a certificate of service charges is prepared by the Respondent in accordance with clause 4.1 of the seventh schedule and demanded within 14 days of the issue of the certificate of service charges for the accounting period. If any balancing payment is due this is demanded in accordance with clause 4.4 of the seventh schedule and is due for payment within 14 days in accordance with clause 4.5 of the seventh schedule.
16. The Landlord's obligations to repair and maintain the block, communal and external areas are set out in Schedule 6 to the Lease. Clause 1 of the sixth schedule contains an obligation to repair the Service Media, Service Media as defined by clause 1 of the Lease includes wires, cables, conduits, aerials and the satellite and cable tv cable receivers.

HEARING

17. The case was heard without an inspection of the Property. The Applicant was unrepresented, the Respondent was represented by Ms Morris. The parties had prepared a jointly agreed trial bundle which ran to 144 pages. Both parties had provided a written statement of case to the Tribunal.

SERVICE CHARGE ESTIMATE FOR THE YEAR ENDING 31 DECEMBER 2025 AND THE INVOICE DATED 24 JULY 2025

18. By way of invoice dated 24 January 2025 the Respondent demanded the yearly service charge in advance for the year ending 31 December 2025. The sum demanded totalled £1,221.97.

19. On 24 July 2025 the Respondents issued further invoices to all leaseholders, requesting payment of the sum of £248.89 for satellite maintenance. The Applicant challenged this demand by way of her application to the Tribunal. As referred to above the Tribunal was asked to consider the following matters by the Applicant at the hearing on 3 September 2026:

- a. Whether the Respondent was required to consult in respect of the costs incurred for the satellite maintenance, the applicant contending that these costs formed a set of works, pursuant to s.20 LTA 1985;
- b. Whether the costs incurred for the satellite maintenance were reasonably incurred and reasonable in amount;
- c. Whether the Respondent was entitled to refuse the request to pay the 2025 service charges by way of instalments without charging additional costs; and
- d. That the Respondent be precluded from claiming their costs in this case via the service charge mechanism pursuant to s.20C LTA 1985 alongside an order that the Respondent pay the Applicants costs limited to Tribunal fees pursuant to Rule 13 Tribunal Procedure (First-Tier Tribunal) (Property Chamber) Rules 2013.

20. After the issue of proceedings but prior to the hearing itself the Respondent withdrew the 24 July 2025 demand, accepting that it was not issued in accordance with the Lease. The charges however were later incorporated as part of the balancing charge invoice issued by the Respondent on 23 June 2026. This decision as referenced above therefore no longer need consider the validity of the demand of 24 July 2025 which formed part of the originating application.

21. The Tribunal considered the 4 remaining issues as set out above and concluded the following.

Was there a requirement to consult

22. The Applicant submitted that the works to repair the satellite formed one set of works/a single issue and as such there was a requirement to consult prior to these works being undertaken pursuant to s.20 LTA 1985. In her submissions the Applicant argued that the costs of the works was above £250.00 per unit. In reliance of her submissions that they formed a single set of works, she referred to the letter from the

Respondents dated 24 July 2025 which set out the repair issues with the satellite/aerial system and the steps taken to resolve along with the overall costs incurred. The Applicant also submitted that had the Respondent carried out sufficient repairs at an earlier date then the issues caused to the system by the lightning strike would not have occurred thus reducing the costs incurred.

23. The Respondent submitted that these repairs were separate works rather than a single set of works or scheme, in essence maintenance in response to reports. Further the letter of 24 July 2025 (p.56 in the bundle) was not meant to suggest these were a single set of works but was an effort to provide leaseholders with an explanation as to the costs incurred.
24. Having reviewed the records provided it is evident that a leaseholder at Admiral Way reported issues with the satellite system on 28 June 2024, this was inspected by One Response Services. Works were undertaken to resolve the issues and re-position the satellite (p.99 bundle) however the leaseholder advised the contractor that issues remained. The leaseholder was later requested to check to ensure the fault was not with their internal connection. The leaseholder confirmed following an inspection by Sky in December 2024 that the Sky engineer had found the alignment of the communal satellite system to be incorrect.
25. As a result of this report a query was referred back to the original contractor and works quotes sought. In April 2025 Aerial Services Scotland were instructed to repair the system. On 1 May 2025 the system was rebalanced and a new multi switch installed. These works resolved the issues with the system and it was reported as working.
26. On 12 May 2025 a leaseholder reported that on seeking an upgrade to their personal Sky service the Sky engineer had found that the communal system was not earthed, which was reported to have been the case since installation. Due to safety concerns the Respondent approached a number of contractors to undertake earthing works. A number of contractors approached declined the work. Towards the end of May 2025 Bob Lancaster agreed to quote but sought to inspect first. Before this could be undertaken it was reported that the building was struck by lightning on 14 June 2025 and the satellite system had failed. Further it was reported the terrestrial aerial was also no longer working following the storm.

27. By 4th July 2025 Bob Lancaster had completed works to repair and earth the satellite system. A formal works order for the communal aerial repairs was issued on 14 July 2025. The repairs found necessary as a result of the lightning strike are as set out in the report at p.135 of the bundle.

28. The Tribunal determined that the works were not ones to which s.20 LTA 1985 would apply. From the chronology of reports and issues the Tribunal concluded that the Respondent carried out a series of reactive repairs and these works did not form one set of works or a series of planned maintenance. The evidence available suggests the earthing issue was a fault from the outset and not the result of anything done by the contractors. The Respondent instructed works to repair the system, which led to a resolution in May 2025. The earthing fault was not apparent at that time and the Respondent was taking reasonable steps to resolve this when the building was struck by lightning.

29. Plainly the further works necessitated to the satellite and aerial were not planned nor formed part of a single set of works, which extended in any event beyond the satellite to the communal television aerial. Furthermore different specialist contractors were used for differing elements of the work undertaken. As such the Tribunal concludes that these were individual repair items carried out in accordance with the Respondents repair obligations such that there was no requirement to consult.

Were the costs incurred to repair the satellite system reasonably incurred and reasonable in amount

30. The history of the necessity of repair is set out above. The Applicant advanced that the delay in earthing the system led to additional costs in repair as the damage occasioned by the lightning strike would not have been as substantial had the system been earthed. As such it was submitted that these repair costs were unreasonably incurred.

31. The Respondent submitted the works were undertaken at the earliest opportunity in light of the series of reports and need to instruct contractors.

32. The costs incurred totalled £3138 inclusive of VAT and were made up as follows:

- a. May 2025 - £900 to Aerial Services Scotland to instal a multi switch to and rebalance the satellite system.
- b. June 2025 - £624 to Bob Lancaster for earthing works to the satellite system.
- c. July 2025 - £114 to Aerial Express to diagnose the issue with the aerial system.
- d. July 2025 - £1,500 to Aerial Express to repair the aerial system.

33. The Applicant provided no evidence to challenge that the costs incurred were unreasonable or higher than the norm, no alternative quotes having been provided to the Tribunal.

34. Further the Tribunal noted that the Applicant had provided no evidence that the works required following the storm damage were more extensive and costly due to the earthing issue, it being the Applicant's case to prove. In any event the Tribunal noted that the earthing issue appears to have been in place since installation rather than a defect of earlier works and that the Respondent had approached a number of contractors to quote. It was also noted that a number of contractors refused to quote for the earthing works to the satellite system therefore to the extent that there may have been any delay this was not within the control of the Respondent. In fact, the managing agent first sought quotes for remedying the earthing issue to the satellite system during the last two weeks of May whilst the lightning strike occurred in the first two weeks of June. The Tribunal does not consider there was any undue delay on the part of the managing agent in dealing with this issue. It was also further noted that there is no requirement in any event for the Respondent to use the cheapest contractor, those sums must just be reasonable in amount.

35. The Tribunal concluded that the costs of £3138 in total were both reasonably incurred and reasonable in amount, concluding that the works were necessary and a proper quote process had been followed with no further evidence available to the Tribunal to conclude the costs were unreasonable. The Tribunal also rejected as set out above that any delay occasioned the need for further works, the Respondent being found to have acted reasonably.

36. The sums of £3138 in respect of the satellite and aerial repairs are therefore reasonably incurred and reasonable in amount. The Tribunal have not been asked to consider the validity of the June 2026 demand which post-dates the Application.

Whether the Respondent was entitled to refuse the request to pay the 2025 service charges by way of instalments without charging additional costs

37. The Applicant challenged the Respondents refusal to allow payment of the on account service charges by instalments without incurring additional charges. During the hearing the Respondent accepted that the Lease at clause 3 of the Seventh Schedule allowed for payment by instalments. The Tribunal was not therefore asked to determine this matter.
38. The Tribunal did however note that any requirement to make payment of the balancing payment, such as that issued in June 2026 for the 2025 service charge year, does not carry the same instalment provisions. In accordance with clause 4.5 of the seventh schedule such sums are payable within 14 days of demand.

COSTS

Costs – s.20C LTA 1985 and an order under Rule 13 Tribunal Procedure (First-Tier Tribunal) (Property Chamber) Rules 2013.

39. The Applicant submitted that she should be awarded her Tribunal fees (both the issue and hearing fee) for making the application and pursuing the matter to the hearing on 3 September 2026. The Applicant submitted that had the Respondent confirmed withdrawal of the July 2025 invoice earlier then the hearing fee may have been avoided, and further that she had tried to negotiate a resolution with the Respondent prior to issue but the Respondent had not engaged in any negotiations reasonably.
40. The Respondent submitted that they did engage with the Applicant pre issue but that the Applicant had still pursued the matter to hearing despite the withdrawal of the July 2025 invoice in February 2026.
41. In respect of the s.20C LTA 1985 order sought, the Applicant sought an order that the Respondents costs of defending these proceedings should not be passed back by way of service charge. The Respondent opposed such an order, citing such costs were recoverable under the Lease.

42. Rule 13 (1)(b) states that the Tribunal may make a costs order if a person has acted unreasonably in bringing, defending or conducting proceedings in a residential property case. The Tribunal concluded that the Respondent did not act unreasonably such that they should pay the Applicants costs of the issue and hearing fee.

43. Whilst the Tribunal noted that the Respondent did accept post issue of proceedings that the July 2025 invoice was invalid, the Applicant pursued her claims that the Respondent had failed to consult where required and further that the costs sought were unreasonably incurred or unreasonable in amount. These matters were dismissed by the Tribunal and as set out above. As such the issue fee and hearing fee were occasioned by the pursuance of these issues by the Applicant and the Tribunal therefore does not make any order for costs under Rule 13 (1)(b).

44. To the extent (if any) that the terms of the Lease permit the Respondent to add its costs of this application to the Applicants service charge account, the Tribunal makes a limited order.

45. The Tribunal concluded that the extent to which it was necessary to incur costs of defending proceedings would have been increased by the Respondent seeking to pursue an invalid demand, only latterly accepting in their initial response that the July 2025 invoice was invalid. As such the Tribunal orders that the Respondent may not recover any costs that relate to defending this element of the Applicants claim.

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.