



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

Case reference : **LON/00BF/LSC/2025/1108**

Property : **Orford Court, Belmont Road,
Wallington SM6 8TF**

Applicants : **(1) Orford Court RTM Company Limited
(2) Samuel Morris - Flat 1
(3) Charlotte Ducasse - Flat 3
(4) Wije Kantharuban – Flat 4
(5) Alicia Hardle - Flat 5
(6) Elizabeth Longhurst - Flat 7
(7) Gianluca Iorizzo - Flat 8
(8) Ahmet Yigit - Flat 11
(9) Heathcote Developments Ltd - Flat 12
(10) Keith Boulter - Flat 14
(11) Heathcote Developments Ltd - Flat 15**

Representative : **Maura Walsh, Director**

Respondent : **Brickfield Properties Limited**

Representative : **Mr Richard Miller, counsel**

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 Tagliavini
Ms Rachael Kershaw BSc(Hons)**

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

Date of Hearing : **27 July 2026**
Date of Decision : **11 August 2026**
Date of Corrections : **22 September 2026**

DECISION
CORRECTED PURSUANT TO R.50 OF THE TRIBUNAL
PROCEDURE (FIRST-TIER TRIBUNAL) (PROPERTY TRIBUNAL)
RULES 2013

The tribunal's decision

- (i) The tribunal finds the costs for the major 2019 replacement of each flat's entrance door at Orford Court, Belmont Road, Wallington SM6 8TF is **£17,200 (plus VAT)**.
- (ii) The tribunal finds that the remainder of the total costs of the 2019 major works in the sum of £61,030 (**inclusive of VAT but exclusive of professional fees**) is attributable to other works, which were carried out at the same time as (i) above by the respondent.
- (iii) The respondent conceded and the tribunal accepts, that the cost of the replacement flat entrance doors was unreasonably incurred, due to their lack of compliance with the fire safety standards as of 2019.
- (iv) The respondent has agreed and is required by the tribunal, to re-credit each leaseholder's service charge account (if paid or if not already re-credited), with any sums demanded from them and attributable to the replacement of the entrance door of their respective flat.
- (v) The tribunal finds that **50%** of the surveyor's fees incurred in the 2019 major works project are reasonable. The tribunal accepts that the majority of those works (including the use of a surveyor), concerned works not related to the replacement of the flats' front entrance door. Therefore, the tribunal finds the recovery of fees in the sum of **£3,339.50** is reasonable
- (vi) The tribunal finds a reasonable sum in respect of the managing agent's fees is 75% of the ~~£2,429~~ **£2,441 (inclusive of VAT)** claimed **i.e. £1,821.75** **£1,830.75**. The tribunal makes this reduction as it determines the managing agents should have obtained and retained fire safety compliance certificates in respect of the replacement entrance doors but failed to do so. The tribunal accepts that the managing agent was also involved in other aspects of the major works for which its services should be remunerated.
- (vii) The tribunal makes an order under s.20C of the Landlord and Tenant Act 1985, so that the respondent is limited to claiming 75% of its costs of this application through the service charges. The tribunal finds the applicant has sought remedies from the tribunal it has no jurisdiction to make and has unreasonably refused or failed to reasonably negotiate with the respondent after open offers of settlement were made.

The application

1. The tribunal seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 in respect of the payability of service charges incurred in the years 2019 and 2020 at **Orford Court, Belmont Road, Wallington SM6 8TF** ('the property').

Background

2. The subject property is a purpose-built block of ~~18~~¹⁶ 2-bedroom flats ('the Property') The applicant is a Right to Manage company that acquired the right to manage the subject property in or about May 2023. The respondent is the registered head lessee of the Property.
3. In November 2019, the respondent carried out the replacement of the front entrance doors to the 18 flats (of which 2 are held on long leases by the respondent) under a s.20 major works project. Subsequently, it was discovered by the applicant's contractor, DR Fire Door Consultants Ltd in April 2025, that the replacement doors were non-compliant with the current fire safety standards (as at 2019).

The issues

4. In its application, the applicants sought a determination of the payability and reasonableness of the cost of:

2019/2020 service charges in respect of:

Fire door replacement works
Surveyor's fees
Managing agent/oversight fees

5. In the applicants' Supplementary Reply, the applicants sought an order from the tribunal that the respondent was required to carry out the:

- (a) *Installation of compliant flat entrance doors at no cost to leaseholders; and*
- (b) *A refund of the surveyor's fees associated with the defective works.*
- (c) *A refund of professional fees associated with the defective works.*
- (id) *An order that an any refund of improperly incurred costs should be credited to the service charge account and dealt*

with in accordance with the lease and established apportionment provisions.

6. In the documents relied upon, the applicant appeared to request that the whole of the sum expended on the 2019 major works project in the sum of £61,030 be refunded to the leaseholders. However, the applicants did not seek to argue that the respondent should not have carried out the door replacement works at all as these were in the demise of the leaseholders and therefore their responsibility to maintain.
7. In open correspondence with the applicant, the respondent accepted the 2019 fire replacement doors, although intended to be compliant with the fire safety regulation, were in fact non-compliant and conceded the costs of those replacement door works was not a reasonable charge to the leaseholders.
8. In an open letter of Settlement dated 25 February 2026, the respondent stated and proposed:

You may recall that, in 2019 and 2020, Brickfield carried out a consultation under section 20 of the Landlord and Tenant Act 1985 for the replacement of the flat front doors with new doors that complied with the applicable Building Regulations and Approved Documents for fire doors. This was despite the fact that the flat front doors are demised to the lessees and are strictly their responsibility under the lease.

The works were carried out at a cost of £60,721, with leaseholders' contributions towards surveyor's fees of £5,873.88 and managing agent fees of £2,429. Unfortunately, despite Brickfield having expressly instructed the contractors to instal fire doors and being assured by the contractor that that would be the case, the replacements were no better than the originals and do not comply with legislation. This was discovered in 2025 when the contractor was recalled to produce certification for the fire doors. The responsibility for this ultimately rests with Consult Construct Limited ("CCL").

CCL wrote to you on 9 July 2025 to inform you of the above and to advise that the flat front doors would need to be replaced again. The letter stated "We would like to reassure you that these replacement works will be carried out at no cost to you as residents, nor to the freeholder (Freshwater Group). All associated costs will be fully covered by Consult Construct Ltd".

Orford Court RTM Company Limited ("the RTM Company") then entered into discussions with CCL to agree the details of the new flat front doors. By about November 2025, all the details

had been agreed, and the new doors were six to eight weeks from the point of order to delivery.

Disappointingly, in November 2025, Brickfield became aware that the RTM Company had, without warning, brought an application in October 2025 under section 27A of the Landlord and Tenant Act 1985 seeking that the sums paid in 2019 and 2020 be refunded to lessees...

As a result of the RTM Company's application, installation of the new flat front doors has not been possible.

Brickfield recognises the importance of having compliant flat front doors and fire safety generally and has therefore instructed us to write to all the lessees and the RTM Company with the following offer:

- 1. The RTM Company withdraws its current section 27A application and neither the RTM Company nor the lessees will seek the return of the sums paid in respect of the installation of new flat front doors in 2019 and 2020. This will constitute an admission and agreement under section 27A(4)(a);*
- 2. Brickfield will take reasonable steps to procure that CCL refunds the £5,873.88 surveyors' fees and £2,429 managing agent fees to the service charge;*
- 3. Brickfield will take reasonable steps to procure that CCL attends Orford Court to replace the flat front doors with certified doors which have the necessary fire resistance and otherwise comply with the applicable Building Regulations and Approved Documents for doors separating domestic premises from common parts within ten weeks of the date on which the last party agrees to this settlement;*
- 4. The terms of this agreement be in full and final settlement of, and the parties, being all of the lessees and the RTM Company on the one hand and Brickfield on the other, hereby release and forever discharge all and/or any actions, claims, rights, demands and set-offs of whatever nature, whether or not presently known to the parties or to the law, whether in law or equity or under statute, that they had or may have against each other arising out of or connected with, the dispute concerning the installation of new flat front doors during the major works in 2019 and 2020.*

...

If it is not possible to agree the terms above between Brickfield, all the lessees, and the RTM Company, then Brickfield is not prepared, and is indeed not obliged, to procure that the flat front doors are replaced. Responsibility for those doors has always been, and continues to be, with individual lessees, and the RTM Company now exercises the management and fire safety functions in respect of Orford Court. The alternative, that is to say, individual lessees and/or the RTM obtaining new flat front doors, will in all likelihood be more expensive and delay correction of a fire safety matter...

9. The applicant subsequently sought to vary the terms of proposed Settlement, so that none of the 2019 costs, or the costs of any replacement doors would be paid by the leaseholders. This was rejected by the respondent on the basis it is a 'double recovery' by the leaseholders. Consequently, no agreement was reached between the parties.
10. At the hearing, the tribunal was asked to determine the reasonableness of the costs of 2019 replacement doors; the reasonableness of the surveyors fees in the sum of £6,679 and the reasonableness of the managing agent's fees in the sum of ~~£2,429~~ **£2,441 (inclusive of VAT)**

The hearing

Preliminary Matters

11. An application was made by Ms Walsh that 12 leaseholders to be joined as applicants to the application, after the respondent had queried the RTM company's standing to bring this application. The respondent asserted that:

...A did not exist at the date of the major works. It has not paid any service charges in respect of the replacement of the flat front doors. A determination that the works to replace the front doors and associated surveying and management services were not carried out to a reasonable standard will not make any practical difference to A, which cannot be entitled to any sort of refund, and nor would the leaseholders benefit as they are not parties to this application.

12. The respondent also objected to the application on the grounds that it was too late to join the leaseholders, as this should have been done much earlier. Further, the respondent submitted that the leaseholder of Flat 6, was not a leaseholder at the time and has not paid towards the cost of the fire doors could not be joined nor the would be executor of the deceased leaseholder of Flat 9, because the leaseholder is her late mother

and has no grant of probate or other authority to join proceedings on her mother's behalf.

13. Ms Walsh withdrew her application to join the leaseholders of Flats 6 and 9 but stated she wished to continue with her application to join the remaining specified leaseholders.
14. The tribunal considered there was no detriment or prejudice caused to the respondent by joined the named leaseholders as the issues raised remained the same and had all been considered by the respondent. Therefore, the tribunal joined the above named leaseholders as applicants to the application.
15. At the hearing, the applicant was represented by Ms Maura Walsh, a director of the applicant company. The respondent was represented by Mr Richard Miller of counsel. Although the tribunal was provided with a 'final' hearing bundle. However, this did not contain the applicant's witness statement or other relevant documents. Therefore, the tribunal was referred to the hearing bundle prepared by the respondent of 381 digital pages which contained the relevant documents. The respondent also provided the tribunal with a bundle of authorities and a skeleton argument. The applicant also provided a Supplemental response to the Respondent's update Skeleton Argument,
16. Ms Walsh gave oral evidence to the tribunal and spoke to her witness statement dated 13 August 2024⁵. On cross-examination by counsel, Ms Walsh accepted that other works specified and carried out by the respondent, were not related to the replacement of the front entrance doors and did not seek to make a challenge to the reasonableness of their costs.
17. The respondent relied on the written and oral evidence of Ms Suzanne Calvo, Area Manager, Croydon Office who spoke to her witness statement dated 27 February 2026. The applicant did not challenge this evidence.

The tribunal's reasons

Cost of the replacement front doors

18. As all the leases were not provided to the tribunal or agreed between the parties that there was no difference in their material terms, the tribunal was unable to determine whether which front doors were demised to the respective leaseholder and which were not.
19. However, it was apparent to the tribunal the respondent had, whether legally obligate to or not, taken on the task of replacing all of the front entrance doors to the flats. The tribunal finds the respondent had present this as a major works project and had carried out consultation

under s.20 of the landlord and tenant Act 1985 which commenced with a Notice of Intention to carry out works dated 06 July 2016. This stated:

1. *This is a notice that the Landlord intends to carry out works to the Property.*
2. *The following is a description, in general terms, of the works proposed to be carried out:*

Internal repairs and redecorations, which includes the installation of fire doors and emergency lighting.

20. Therefore, the tribunal finds the respondent included the cost of the door replacements in its Reserve Fund – Major Works summary for the year ended 25 March 2020. It had also sought its costs of these works as service charges and made demands of the leaseholders as such.
21. The tribunal notes that at the date of the Directions given by the tribunal on 11 December 2025, these stated the issues to be determined included:

Whether the service charges demanded below by the Respondent for each of the service charge years 2019 and 2020 is payable and reasonable:

- (a) Replacement fire doors £60,721 (sic)
- (b) Surveyor's fees £6,679
- (c) Managing Agent/Supervision fees £2,429 (sic)

22. Although no interim application was made disputing the tribunal's jurisdiction, the issue was raised in the respondent's replies in the Scott schedule. Further, counsel for the respondent stated in his skeleton argument that:

The 1 Orford Court lease does not expressly refer to the door giving entry to the flat. However, clause 2(9) obliges the Lessee to "From time to time and at all times well and substantially to repair cleanse maintain and keep the Flat (other than the parts comprised in and referred to in paragraphs (1) and (2) of Clause 5 hereof)" ..., and clauses 5(1) and (2) do not refer to the flat front door. Further, Third Schedule, paragraph 7 provides that "The exterior of the Flat shall not be decorated otherwise than by the Lessor" ... which suggests that the Lessee could otherwise do what they like with the exterior of the door. R submits that, on the true construction of this lease, the flat front door was demised and the subject of a leaseholder's obligation to repair and comply with statute.

The consequence of the above is that the costs of replacing the fire doors were not recoverable as service charges under the leases, but rather by reason of a Jervis v Harris clause or unjust

enrichment, and the Tribunal does not have jurisdiction over the same.

A has also not engaged with this argument in its Reply. Even were the Tribunal to consider the matter ambiguous, the fact that the leases of flats in Orford Court are different, and that the leaseholders themselves will not be present at the final hearing to make arguments about the construction of the same, highlights how inappropriate it would be to make the determination sought by A.

23. In the supplementary reply the applicant stated:

THE COSTS WERE SERVICE CHARGES

The Respondent carried out a section 20 consultation for these works. It invoiced the costs as service charges. Leaseholders paid them as service charges. The Respondent's own Statement of Case refers to sums "recovered by the Respondent" through the service charge. Having treated these costs as service charges at every stage, it is not open to the Respondent to now argue they were never service charges in order to deprive the Tribunal of jurisdiction. 13. This is not "estoppel by convention" (which the Respondent argues is impermissible at this stage). It is the factual reality: these costs were demanded as, invoiced as, paid as, and accounted for as service charges. The Tribunal plainly has jurisdiction under section 27A of the 1985 Act.

24. As the respondent had conceded the unreasonableness of the standard of the 2019 replacement of the flat entrance doors, the tribunal was required only to determine the proportion of the £60,030 total cost of the works. The tribunal finds the cost attributable to replacement of doors was clearly set out in the detailed specifications and schedules of costs provided by the respondent. The applicant relied on no alternative evidence to show that this cost had in fact been higher than claimed by the respondent.
25. Therefore, the tribunal accepts the respondent's evidence and finds that the costs incurred in the 2019/2020 service charge years for the replacement of the flat entrance doors was £17,200 plus VAT (£20,640).
26. The tribunal finds that the respondent has included the cost of the door replacements as part of the:

Reserve Fund – Major Works summary for the year ended 25 March 2020.

27. The tribunal also finds the respondent had also sought its costs of these works as service charges. The tribunal finds the respondent has made demands from the leaseholders for all of the 2019 works as service

charges and/or used the reserve funds collected through the services charges for this purpose.

28. Further, the respondent having expressly conceded their unreasonable cost and having made demands for payment through the service charges, as asserted by each of the leaseholder in their written applications to be joined as a party, the tribunal finds the most appropriate mechanism of repayment is by way of a re-credit in the appropriate sum to each leaseholder's service charge account (where the sum has been paid and not previously re-credited or repaid), or alternatively to the reserve fund if not paid individually by any leaseholder.

Surveyor's Fees - £6,679

29. The tribunal accepts the respondent's evidence, that a proportion of the surveyor's fees were incurred in respect of works other than the replacement of the front entrance doors. However, the tribunal finds that the main and most substantive reason for the engagement of the surveyor's services was in respect of door replacement works and that the lack of conformity with fire resistance standards, should have been identified by the surveyor. Consequently, even though the door replacement works represented approximately a third of the cost of the overall cost of the 2019 major works, the tribunal finds they were of the most significant and the full cost claim of £6,679 to be unreasonable. Therefore, the tribunal reduces the sum claimed for surveyor's fees to 50% i.e. **£3,339.50**.

Management Fees - ~~£2,429~~ £2,441 (inclusive of VAT)

30. The tribunal finds that the managing agent at the relevant time Highdorn Limited, had nothing to do with overseeing the quality of the fire door installation and primarily concerned the consultation itself and demands for payment about which the applicants do not raise any issue. The tribunal, however, considers the managing agent should have been actively involved in the collection and retention of fire compliance certificates and failed to do so, as the sub-standard nature of the doors was not discovered until 2025 after investigations by the applicant.
31. Therefore, the tribunal finds a reduction in the management agents' fees of the 2019 major works to ~~80%~~ **75%** of the sum claimed of is reasonable and appropriate i.e. ~~£1,943.20~~ **£1,830.75**.

Section 20C L&T 1985 and Schedule 11, para 5A CLARA 2002

32. The tribunal considers that in light of the respondent's concessions and willingness to negotiate a settlement, this application to the tribunal could have been avoided. The tribunal is particularly concerned by the applicant's request that it order the respondent to carry out a further replacement of the flat front doors, despite the obligation falling to the individual leaseholders (as these doors form part of their demise) and

the applicant's acquisition of the 'right to manage' in or about May 2023 (were the leaseholders willing to provide consent to the applicant carrying out such works on their behalf).

33. Hower, in view of the respondent's admitted failures to provide compliant flat entrance doors and the applicant's limited success in its application, the tribunal finds it just and equitable to make an order under s.20C of the Landlord and Tenant act 1985 and para 5A of Schedule 11 of the Commonhold and leasehold Reform Act 2002, so that the respondent is limited to claiming 75% of its costs of this application through the service charges and as administration costs.

Name: Judge Tagliavini

Dated: 11 August 2026

Corrected: 22 December 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 should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

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).