



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

Case reference : **LON/00AZ/LLC/2025/0003**

Property : **57A & 38B Micheldever Road, London
SE12 8LU**

Applicants : **Mr John Morgan**

Respondent : **London Borough of Lewisham**

Representative : **Ms Emma Hardman**

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 : **Mrs S Phillips MRICS
Mrs L Crane MCIEH CEnvH**

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

Date of decision : **6 October 2026**

DECISION

Decisions of the tribunal

- (1) The tribunal determines that all sums payable in relation to the major works undertaken are payable by the Applicant in respect of the service charges for the year 2024, except for the amounts of £663.67 and £331.69 as set out in paragraph 176 of this decision.
- (2) The tribunal makes the determinations as set out under the various headings in this Decision.
- (3) The tribunal does not make an order under section 20C of the Landlord and Tenant Act 1985.
- (4) The tribunal determines that the Respondent shall pay the Applicant within 28 days of this Decision, the reimbursement of the tribunal fees paid by the Applicant.

The application

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 (“the 1985 Act”) and Schedule 11 to the Commonhold and Leasehold Reform Act 2002 (“the 2002 Act”) as to the amount of service charges and (where applicable) administration charges payable by the Applicant in respect of works invoiced in the service charge year 2024 but commenced in 2017.

The hearing

2. The Applicant appeared in person and the Respondent was represented by Emma Hardman of Anthony Collins Solicitors.
3. Immediately prior to the hearing the parties handed in further documents, namely a revised contents / index sheet for the 896 page bundle. Neither party objected to this and the Tribunal agreed that this was useful for the purposes of navigating the bundle.
4. All references to the bundle in this decision are done via the paginated numbers on same and referenced in square brackets [x].

The background

5. The properties which are the subject of this application are:
 - (i) Flat 38B Micheldever Road, Lee, London SE12 8LU which is a flat on the first and second floors of 38 Micheldever Road.

- (ii) 57A Micheldever Road, Lee, London SE12 8LU which is a flat on the ground floor of 57 Micheldever Road.
6. Photographs of the building were provided in the hearing bundle. 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.
7. The Applicant currently holds a long lease of Flat 38B (jointly with Ms Jenny Marshall) which requires the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge. The specific provisions of the lease and will be referred to below, where appropriate.
8. The Applicant previously held a long lease of Flat 57A (jointly with Ms Jenny Marshall) during the period in which the works in question were undertaken and when costs were initially invoiced. The Applicant's interest in this property has subsequently been sold.

The Applicant's opening statement

9. The Applicant stated that the figures for the works that the Respondent undertook on the Property have changed over the period of time. Large adjustments have been made following challenges by the Applicant on these figures. The Applicant submitted that there has been erratic changes in the financial records and that these records were out of control from the outset.
10. The Applicant submitted that the s.20b notices had time limits and that these have therefore failed. The Respondent has been locked in with commercial disagreements with the contractor who undertook the work and did not know the final costs. The properties are located in two houses with two flats in each and just one social tenant in each property. The Applicant stated that this should not have been a difficult thing to track or be accountable for.
11. The Applicant submitted that speculative in-advance payments made to the contractor do not constitute payments for the purposes of s.20.
12. The Applicant went on to say that there was no consultation and the Respondent relied on estimates. The Applicant submitted that the Respondent excluded stage 1 of the consultation process in the form of the notice of intention. The Respondent claims that they didn't miss this as they served it on the Property. The Applicant never received it as that was before he purchased the property. Therefore requesting the Tribunal to enforce statutory cap.

The Respondent's opening statement

13. The Respondent set out that the initial hearing was adjourned and changed to a Case Management Hearing (CMH). New directions were issued as a result of this [26-34]. Documentation in the bundle consists of documents from each party pursuant to those directions.
14. The Respondent submitted that the reasonableness of the value and works that were carried out for the two properties are set out in the bundle. The amount of £14,052.76 [543-559] in relation to 38B and £10,986.84 in respect of 57A [606-621].
15. The items being challenged by the Applicant are items listed in the Scott Schedule [425-430].
16. The works undertaken are different in each property but undertaken by the Greyer Group ("Greyer") pursuant to a long-term contract between the Respondent and Greyer covering the southern area of Lewisham.
17. The sums have been reduced compared to the ones initially invoiced following various discussions between the parties. In November 2023 the Respondent initially raised final invoices for 38B [320-321] and 57A [322-323]. Enclosures with those invoice show the costs incurred both as a summary and detailed breakdown. The breakdown includes measurements, rates and further details of the works undertaken.
18. The Applicant holds a leasehold interest in 38B and did hold an interest in 57A but has subsequently assigned this.
19. The Respondent is a local authority and registered provider for social housing holding the freehold for both properties. Lewisham Homes was the arm's length management organisation for these properties during 2017-2023 and managed stock on behalf of the Respondent.
20. The Respondent hopes to demonstrate that it has complied with the legislative requirements and services of notices and that the sums are recoverable under the terms of the lease. Also that the costs that have been charged are reasonable and the works that were undertaken were reasonable.
21. The costs incurred by the Respondent were more extensive than the sums being pursued today and therefore more works were undertaken than were charged for.
22. The Applicant also applied for costs under s.20c and para 5 which the Respondent will make submissions on at the end of the hearing.
23. At the start of the hearing the parties identified the relevant issues for determination as follows:

The issues – s.20 Consultation

Applicant's case

24. On the matter of the s.20 consultation, the Applicant took the tribunal to Notice of Estimate for 38B [364]. The Notice was addressed to the Lessee at the Property and dated 2 February 2017. The property was sub-let at the time and would appear that they did not pass this Notice on to the Applicant. The Applicant stated that it seemed odd that the Notice was addressed to “the Lessee” and not himself.
25. The previous two notices referenced on that document were significantly before the Applicant owned the property, namely 7 December 2009 and 8 October 2010 [364].
26. The Applicant referenced the pre-assignment pack [227] which noted nothing in the letter about the works. The Applicant is surprised that no notice of intention was included within the letter from the Respondent but that the qualifying contracts were included in the letter as being referenced. This is the same for both properties.
27. The Applicant noted that the Leasehold Consultation Officer on the letter [227] is not the same as the witness that is present today for the Respondent. On the s.20 notice that was issued [366] there is a different Leasehold Consultation Officer. The Applicant wanted to raise questions to the officer who was there from beginning to end.
28. The Applicant took the Tribunal to the summary of works provided for 38B [367].
29. On 30 November 2017 the Respondent sent an update to 38B to the Lessee again, suggesting there was an increase in the costs and that the total costs had doubled from the previous estimates. The Applicant referenced the original task order [369]. The Applicant pointed out that the Respondent needed to consult on this as this was a different lease and needed to approach it differently. They were not consulting and just sending out the s.20 notices and task orders. The prices began to inflate greatly.
30. The Notice dated 3 September 2013 [371] demonstrates that the Respondent sent notices to the lessees and in instances did not know who the lessee was.
31. The first s.20B notice that the Applicant received was dated 22 May 2019 [303].

32. The s.20 notice dated 2 February 2017 in relation to 57A [360] was not received by the Applicant. The Applicant stated that he is not saying that the notice did not reach the property only that he did not have sight of them. Unless mail is clearly marked as addressed to him, he never gets it.
33. The Applicant took the Tribunal back to pre-assignment pack to confirm that this was never mentioned when he purchased the property as well.
34. The Applicant said that he had nominated a contractor but that the Respondent did not take this on. The Applicant accepted that the Respondent had a long-term qualifying agreement in place which would have made the nomination of another contractor difficult.
35. The Applicant submitted that the consultation felt like it was between their own social tenants and did not involve the private leaseholders. The Applicant didn't seem to understand that finances were not infinite. The Applicant submitted that the majority of the works were to social tenant flats and not to the Applicant's flat.
36. With regards to 57A, the Applicant submitted that he didn't receive the notice of intention as he didn't own the property at the time. The Applicant submits that there is nothing in the bundle to demonstrate that the notice of estimate was included in the sale pack.
37. The Applicant submitted that a notice of estimate is not a notice of intention. The Applicant is not clear as to why they didn't receive a notice of intention.

Respondent's case

38. The Respondent submitted that paragraphs 16-19 of the Respondent's Statement of Case [435-438] sets out the position that the Respondent has complied with the Landlord and Tenant Act 1985 and the detailed requirements under the regulations.
39. The contract with Greyer is a long term contract entered into on 1 April 2011 for a maximum period of 10 years. The agreement was initially for 4 years with two possible 3-year extensions both of which were executed.
40. For large landlords with many properties long term agreements are necessary for them to be able to effectively manage the repairs that are needed.
41. The notice of intention for this long term qualifying agreement was dated 7 December 2009. The notice for 38B is at [461-465] and the Respondent's position is that the notice of intention complied with all

statutory requirements. This being a contract that went through public procurement. The Respondent was only required to consult with leaseholders who were leaseholders at the time.

42. The follow up notice in relation to the contract for Notice of Intention dated 29 January 2010 for 38B is at [485-489] again the Respondent submitted that this complies with the statutory requirements.
43. In relation to the request made from the Applicant's solicitors regarding the nomination of an alternative contactor, this was qualifying works under the qualifying works contract and therefore the regulations under Schedule 3 of the Act apply and therefore the Applicant does not have the opportunity to nominate a preferred contractor in the same way.
44. Within the Applicant's statement of case / witness statement [422-430] there is no submission by the Applicant that the notices of intention were not received. The Respondent has therefore not made any submissions on that. Both leases allow service of notice to the demised premises; clause 2 for both 38B [37] and 57A [66]. The Respondent therefore submits that they had been served correctly.
45. The Notice of Intention for 38B sent 2 Feb 2017 [364-367] included an estimate for works together with estimated professional fees and 10% management charge. The Respondent submits that this complies with Schedule 3 of the consultation regulations. The regulations do not specifically say that the name of the leaseholder needs to be shown on the notice, it just needs to be sent to them.
46. The notice of intention for 57A was also dated 2 February 2017 [473-484]. This includes a breakdown of costs together with professional fees and management costs. The Respondent's submission is that this complies with all of the regulation requirements.
47. Following the consultation process the Respondent decided to proceed with the works.
48. The Respondent took the Tribunal to a tracker of correspondence which is an exhibit to the witness statement of Leanne Holland [641]. The Respondent submits that the entry for 7 Feb 2017 demonstrates that the Applicant did receive the notices.
49. The Applicant was kept informed about the works as scaffolding went up and surveys undertaken. On 30 November 2017 further information was provided [368-370] and for 57A a revised works letter was issued [362-363].

50. In January 2024 [392] the Respondent emailed the Applicant with further evidence on having had the notices mailed and the Applicant did not raise this any further with the Respondent.
51. Paragraph 18.1 of the Respondent's statement of case [437], the Respondent confirmed that the works undertaken were not done so under those contracts and are therefore not relevant to this application.
52. The Respondent submitted that the information on pre-assignment made it clear that the Greyer contract had already been entered into.
53. With regards to 57A, the Notice of Intention for the qualifying long term agreement is set out paragraph 16.1 of the Respondent's statement of case [435].

The issues – Flat 38B - payability

Applicant's case

54. The Applicant confirmed to the Tribunal that this is an earlier lease and drafted under the Housing Act 1980 as referenced on the lease [35].
55. The Respondent later decided that they needed to charge their leaseholders for improvements, as long as alerted the right to buy tenants.
56. The Applicant stated that the lease does not contain an improvement clause.
57. The Applicant does not know where the works were carried out. At [418] a letter from Langley Technical Services Limited, confirms they undertook roofing works.
58. The Respondent provided a brief overview of the works that were carried out and were then charged for. This is set out at pages [543-559] and at [546] there is confirmation of the budget v actual costs and a breakdown of the works at [547]. Pages [548-552] is the final account that sits behind the charges together with details. [367] provides a breakdown of the works that were being proposed to be carried out in the notice of estimate. [368] then provides an updated letter with a further breakdown again.
59. As per the works carried out, where is the Applicant challenging the payability of these works under this lease. The Applicant states that the Demised Premises as defined in the Second Schedule [42] are demised to him so how can the Respondent make him pay for works for areas

which are demised to him and which the Respondent has no obligation to look after.

60. The Applicant then made submissions to the Tribunal regarding the gutters and the downpipes. Clause 5(i) of the lease [38] sets out that a fair proportion of the expenses incurred by the Lessors to carry out their obligations under clause 6 is payable by the Lessee.
61. With regards to improvements the Applicant submitted that the lease does not include a provision for improvements to be carried out on the property and therefore cannot be charged for them. The Respondent is acknowledging that the lease does not include this and have made amendments to the charges to already reflect this. The Applicant took the Tribunal to photos of the guttering [171] which shows them before the work and then to [510] which shows them once the works were completed. The Applicant submitted that this demonstrated they had been improved.
62. The Applicant then took the Tribunal to photographs showing the mansard and the works around it in May 2012 [162 – a Google Maps street view image]. When compared to a photograph of this area after [166] the Applicant pointed out that the black guttering was an addition to the property and therefore was an improvement.

Respondent's case

63. The Respondent's stated that their position on this matter is set out in paragraphs 40-42 of their statement [443-448]. All works for which the service charges have been demanded by the Respondent for 38B are all works that the Respondent is either obliged or permitted to undertake under the terms of the lease [35-61].
64. The Lease requires the Applicant to pay a service charge for all works and services to the property. The relevant provision under the Lease is clause 5 [38-39].
65. Clause 5.1 refers to clause 6 [39] which obligates the Respondent to perform all covenants set out in the Sixth Schedule. The Sixth Schedule [53-54] sets out the Respondent's obligations under paragraphs 1 to 3. The definition of Reserved Property is set out in clause 1(f) [36] and the First Schedule [41-42].
66. There is not an expressed improvement provision within the lease and the Respondent acknowledges this. The Respondent therefore says they think it is repair or to be kept in good repair.
67. With regards to the asbestos survey and removal which is item 8 in the Scott Schedule is covered by paragraph 1 of the Sixth Schedule [53] and

clause 5.1. Paragraph 1 of the Sixth Schedule requires the Respondent to carry out the works to the external walls so regardless of whether the external walls are demised to the Applicant, the Respondent is responsible to maintain them.

68. The Respondent submitted that in relation to the chimney works, these have not been raised as a point of dispute or listed in the Scott Schedule, but forms part of the roof and falls within the definition of reserved Property.
69. With regards to the communal door, the Respondent submitted that clause 5.2 is the relevant clause of the lease [38] which states that the Applicant is to pay a fair proportion to maintain in good repair parts of the building over which there are rights of passage. [61] of the bundle shows the layout and relevant communal doors.
70. The Respondent submitted that the decoration works are covered by the obligation to pay under 5.1 [38] and referenced paragraph 3 of the Sixth Schedule [53] in relation to decoration of the exterior building.
71. In relation to the flooring, the rights of access are shown in the lease plan [61] which are granted to leaseholders through the main front door to the building. In terms of flooring within that area a service charge is payable for those works pursuant to clause 5.2 of the lease [38].
72. The masonry and rendering repairs raised by the Applicant are not listed as an item for dispute in the Scott Schedule but the Respondent is responsible for the exterior walls under the Sixth Schedule of the Lease [53] and are therefore payable under clause 5.1 of the lease [38].
73. The Respondent submitted that the rain water goods include downpipe and guttering. These protect the roof and benefit all of the property and are therefore service charge payable pursuant to paragraph 1 of the Sixth Schedule and clause 5.1 of the lease [53 & 38].
74. The Respondent went on to say that the roofing and various elements of that fall under the definition of Reserved Property. The Respondent therefore has an obligation to repair under paragraph 1 of the Sixth Schedule [53] and therefore the Applicant has an obligation to pay under clause 5.1 of the lease [38].
75. The scaffolding was necessary for the works to be carried out. The works undertaken are covered by all of the paragraphs already referenced in the above submissions depending on which element of work was carried out.
76. With regards to the step works, these relate to the steps leading to the main entrance door. The Applicant has a right of access to the steps leading directly from pavement to property door under the lease [58].

Therefore service charge payable as the leaseholders have a right of access under clause 5.2 of the lease [38].

The issues – Flat 38B – reasonableness and quality of work

Applicant's case

77. The Applicant stated that to look at the reasonableness, you need to look at the before photos [507]. They have been provided by the Respondent and undated so the Applicant is unsure when they were taken. The Applicant does not recall the property being in this condition. A survey was undertaken [114] due to suspected movement that the Respondents were going to monitor. The Applicant feels that if the Property is being monitored then it should not have been worked on.
78. The survey dated 6 September 2017 at paragraphs 20-22 [438] show photos that were taken during external survey on 27 August 2014. Painting took place by April 2018 with a follow up survey being undertaken by Ellis & Moore on 27 November 2020 [185].
79. Photos from planning application in 2020 [192] which was applied for retrospectively. The Applicant stated that given the work that was undertaken, it is unreasonable for it to show ponding [193]. The warranty for the works [184] was issued on 9 May 2018. It shows that it refers to works being undertaken on three properties. The Ridge Audit Summary [327] shows different sizing's of felt works and it is therefore difficult to break out and confirm the works that were undertaken. This tracker is an overview document produced by the Respondent to support conversations.
80. With regards to the ponding on the flat roof [193], the only thing the Respondent did was re-felt the roof and no intrusive works were undertaken despite there being ponding on the top of the roof as well.
81. The Applicant submitted that to undertaken decoration work when you have a survey being undertaken with a monitoring survey feels like abortive/wasted works.
82. The post work photographs [172-183] show that the works were not of good quality.
83. The Applicant further submitted that it was not reasonable to have scaffolding up for 9 months and to not carry out any works on the slate roof. The windows were also not painted.

Respondent's case

84. To establish what work was needed, the Respondent undertook a survey to establish what was needed and when. Paragraphs 20-22 of the Respondent's statement of case [438] sets out their position on this and that this statement references schedule 6 [497-505] of the statement of case that attaches an external survey which was undertaken 3 years before the work was undertaken.
85. Additional photographs of the condition of the property prior to the works were referenced by the Respondent [147-149, 151-161 and 506-519].
86. The Respondent confirmed that the scaffolding started 18 August 2017 with the Respondent's showing a pre-start date of 29 August 2017. The presence of the scaffolding allowed more detailed surveys to be done and the condition to be determined to inform what works were required.
87. References to Ridge were the consultants overseeing the work on behalf of the Respondent who had their own clerk of work to monitor the work. There are two different extracts from the clerk of work reports [520-542] referenced in paragraph 26 of the Respondent's Statement of Case [440].
88. Handover of the works took place on 5 July 2018. A copy of the handover certificate signed by Clerk of Works is in the bundle [168].
89. Initial invoices were raised [320-321]. Following receipt of those to the Applicant, there were various conversations between the Applicant and the Respondent. Additional detail of the breakdown of work, dated 4 June 2024 which reduced costs for the works to £29,094.75 was provided and arrived at [325-329]. This was emailed to the Applicant on 6 June 2024 [385]. That followed a meeting that the Applicant had with Ridge on 2 May 2024. The Respondent acknowledges that there was a long delay between works being completed and invoicing taking place. This was due to the amount of time it took for Breyer (the works contractor) and the Respondent to settle the account. It affected all of the properties and all of the works that were undertaken. Only once settled could the final accounts be reached as confirmed in paragraph 32 of the Respondent's Statement of Case [441].
90. A number of questions were raised by the Applicant, which resulted in Ridge's reviewing the costs of the works and there were changes to the accounts made as a result. The bundle contains photographs that informed that meeting [172-173 and 560-582] from that meeting and reference to the meeting is made at paragraph 39 of the Respondent's Statement of Case [443]. At paragraph 30 of the Respondent's statement of case [413] a breakdown of the costs is provided together with the total.
91. The Respondent submitted that the charges are reasonable as the works required were based on a survey undertaken and which identified what works were required on site. The Respondent submitted that the amounts demanded were reasonable and this is based on rates and a

pricing mechanism set out in the contract and subject to the final account process.

92. Works were of a reasonable standard with a clerk of works ensuring that standards were met. The report highlights that there were issues that were identified and rectified.
93. The management charge of 10% is a standard industry rate and given the volume of the management undertaken by the Respondent for these properties is reasonable.
94. The professional fees were reasonable to incur sign off for those works.
95. The contract sets out the framework for charges which is covered in paragraph 14 of the Respondent's statement of case [434]. There was a bespoke schedule of rates and where this didn't apply the NHS schedule of rates were applied. Where neither were relevant, Breyer obtained three quotes. The rates increase allowed each year was based on inflationary increases which is standard practice.
96. The Respondent called David Pritchard as a witness and submitted his witness statement into evidence. Mr Pritchard's witness statement [659-875] was confirmed as being correct and up to date.
97. At paragraph 8 of Mr Pritchard's statement [661] this set out the involvement with the Applicant and the works. There was a dispute in relation to the installation of windows. The Applicant raised some valid issues mainly in relation to the planning application. Mr Pritchard stated that the window installation would progress once those had been resolved but the work had not been undertaken to date.
98. The Applicant raised queries on evidencing work and whether works had been completed and subsequent to conversations with Ridge amendments were made to the charges to reflect the result of these conversations.
99. Mr Pritchard confirmed that Ridge would have carried out a full assessment of works at close out. The Respondent would then undertake a final review of all costs once the works had been completed.
100. Mr Pritchard advised that the issues experienced with the planning application did not relate to the roof renewal but with the windows. Paragraph 9 of Mr Pritchard's statement sets out detail of each element of the works [662-663].
101. At paragraph 11.1 of Mr Pritchard's statement, the valuation certificate relevant to the properties is referenced and attached as well as Breyer invoices. An example of the payment certificate produced by Ridge is at [667]. The costs were reviewed and certified and then following the issue of the certificate an invoice would have been issued.

102. Exhibit DP2 [775] is an example of an internal payment stamp. This captures the cost centre code against which the charges are put against and accompanied the invoice to allow payment to be made against that budget.
103. Paragraph 13 [665] of Mr Pritchard's statement references Exhibit DP4 [872] which references a spreadsheet that has been created. It is a general ledger capturing the valuation of the works within each phase.
104. With regards to the roof and ponding issues that the Applicant raised, Mr Pritchard confirmed that he attended the Property with the Applicant along with a representative from Ridge. The Applicant highlighted the ponding concern he had. Mr Pritchard took that away and confirmed that there is normally a tolerance level for ponding. A letter from the contractor dated 3 November 2020 [418] from their technical manager confirmed that the flows of the existing roof would remain but that this would not have an impact on the life expectancy of the roof. Mr Pritchard advised that the guarantee for the roof would not have been issued had it not been installed correctly or to the right standard/methodology.
105. The Applicant then cross examined Mr Pritchard.
106. The Applicant questioned Mr Pritchard on the amount of time invoicing had taken to issue. At page [872] these are the dates of the invoices, not necessarily the date that the costs were incurred. The Applicant asked that is it not unusual for there to be multiple invoices.
107. Mr Pritchard confirmed that invoices would have been paid within 30 days of the invoicing having been received. There may have been gaps in invoicing which may have been because there was a gap between works or works having been finalised.
108. Mr Pritchard confirmed that figures can move without invoices needing to be raised as the valuation at points in time for the work can be reviewed and varied. There may be occurrences where changes could be covered by insurance claims which would be shown but not necessarily charged to the residents.
109. The Applicant then questioned Mr Pritchard on the flat roof pooling and green growth that was taking place and why the quality of works and the pooling was not challenged. The Applicant stated regular maintenance should be done on the flat roof and the mould looks as though it had not been maintained since it was installed. Mr Pritchard advised that this was monitored and had already addressed the tolerances for the pooling.
110. The Applicant felt that leaseholders should have been consulted on the planning application. The Tribunal confirmed that this is not something that this Tribunal will be determining anything on.
111. Mr Pritchard was asked as to why all of the of the payments and invoices referenced in paragraph 7 of his witness statement [660] weren't

included. Mr Pritchard explained as per paragraph 8.2 of his statement, that his colleague collated a spreadsheet with all relevant invoices and payment information. The handover notes from May 2018 would also have shown task order works completed aside from any snags.

112. With regards to the asbestos work [662] the Applicant asked whether it would be normal to keep surveying the area. Mr Pritchard confirmed that not necessarily. The management survey which is done covers asbestos left in-situ which is then monitored. Due to the major works being undertaken, the Respondent was obligated to remove the asbestos. He understood that a survey was undertaken but unsure whether asbestos removed. There are costs for removal but not sure where this was removed from.
113. The Applicant referenced elevation drawings [113] and that the painting to the lower ground floor was unreasonable. Mr Pritchard confirmed that painting over the sill on the lower ground floor did not prevent the monitoring survey from being undertaken.

The issues – Flat 38B – s.20B

Applicant's case

114. The Applicant took the Tribunal to a letter from the Respondent dated 12 March 2019 [300]. The Applicant feels that this is outside 18 months of the notice being served. It also only references the costs incurred to date as being £57,914.51. This was for the building as a whole and did not state the tenant's proportion
115. The next notice is dated 1 September 2020 [306] and the first one where they have been dealing with Leanne Holland. The total costs were stated here but also the tenant's proportion.
116. The third s.20B notice was dated 1 March 2022 [312]. No movement from the second notice to the third notice. By this time the works had finished in 2018.
117. The fourth notice dated 5 September 2023 [318] and the costs had shifted slightly.
118. The final invoice that was issued was dated 30 November 2023 [320].
119. The Applicant stated that with regards to the proof of postage, within the leases under clause 2 [37] it is not deemed to have been served until 48 hours after.

Respondent's case

120. The Respondent confirmed that there were delays in finalising the overall account and therefore did not know the final amounts that were to be incurred as set out in their statement of case [441].
121. The first notice was 12 March 2019. In the first line of spreadsheet valuation reference 146 [872] the 15 September 2017 was the earliest date any costs were incurred on this property. Therefore the s.20B notice dated 12 March 2019 is within 18 months of the date of that invoice. Payment would have been made after that date.
122. A Section 20B notice only requires the total costs to be shown, a breakdown is not required. Therefore the lack of this does not invalidate the notice.
123. The second s.20B notice dated 1 September 2020 cross references with the 12 March 2019 invoice, valuation reference 174 [872]. This aligns to the figure of £57,914.51 in the first s.20B notice.
124. The valuation reference 181 [872] dated 14 August 2019 is the next point when costs are incurred which were increased and changed. The second 20B notice was served within 18 months of that 14 August 2019 date.
125. The third notice dated 1 March 2022 relates to valuation reference 208 dated 20 February 2022 [872]. The figure in the column for the amount incurred has remained static which is why the figure in the third notice had not been changed.
126. The valuation reference 210 dated 29 April 2022 is the next time the valuation changed. The fourth s.20B notice dated 5 September 2023 was therefore within 18 months of those additional costs being incurred.
127. The Respondent therefore submits that those period of times set out confirm that the legislation has been complied with. This is also set out in paragraph 35 of the Respondent's statement of case [442].
128. In terms of s.20B subsection 1 and 2 of the legislation, the statutory provisions do not include any time limit on when costs need to be billed or any subsequent notice that needs to be served. No further restrictions on recovery or when it needs to be billed unless further costs have been incurred. The new legislative reforms that are being proposed under the Leasehold and Reform Act are not in place yet and are therefore not enforceable. When the Act comes into force that will provide a form format and the process for these. This is also set out in the Respondent's statement of case at paragraph 36 [443].
129. The Respondent went on to say that the gap between notices being served is irrelevant, only the date at which further costs have been incurred is

relevant. The notices served with no change has been done on a discretionary basis.

130. S.20B notices only need to include the total sum incurred by the Respondent as per the case of *Brent London Brough Council v Shulem B Association (2011 EWHC 1663 (CH))*.
131. Furthermore, costs are only incurred when an invoice has been presented as set out in the case of *Burr v OM Property Management Limited (2013 HLR 29)*.
132. In his witness evidence Mr Pritchard explained the presentation and submission of valuations and subsequent presentation of invoices and payment within 30 days of receipt of same. The Respondent has taken the 18 month date from the invoice date as they are unable to confirm the payment date.
133. The Applicant's point on the receipt of notices had not been included with the Applicant's statement of case. However, proof of postage for the first notice has been provided [302].
134. The Respondent's called Ms Holland to submit her witness statement and evidence. Ms Holland confirmed that her statement was accurate and still stood. At paragraph 5.1 of Ms Holland's statement [637] she states that she prepared the s.20B notices and that is true for all but one.
135. Within the statement, there is a table [641] that Ms Holland produced showing all of the correspondence between the Respondent and the Applicant regarding this matter.
136. Ms Holland went on to confirm that the fourth s.20B notice was served on 5 September 2023.
137. The Applicant has raised the point that some of the notices were addressed to "the Lessee" and this was explained to the Applicant as well as the process and addresses. All notices were served to the property address and copies sent to correspondence address shown on records. Having the notices addressed to "the Lessee" is a standard approach of the Respondent's and that makes it sufficiently served under the lease and statutory terms.
138. Although not a s.20B point Ms Holland wanted to clarify that a point that the Applicant had raised with her previously. The annual service charge bills that are sent to leaseholders [238-239] shows a major works balance of zero. The Applicant raised this as a question as to whether costs had been incurred. Ms Holland confirmed that there had been no charge on the service charge major works account as yet and therefore will show as

zero until the Respondent issues a formal invoice to the Applicant for the major works and then it would show on their account at that time.

139. The Applicant cross examined Ms Holland. The Applicant set out that the major works balance doesn't move and remained zero from [239] to [297] when we do see an amount listed. The Applicant received no indication other than s.20B notices that these costs had been incurred. Ms Holland confirmed that the Applicant had not formally been invoiced or incurred by the Applicant at that point and therefore not showing. The costs had only been incurred by the Respondent. None of the major works would have been invoiced to the Applicant until the final accounts invoiced issued.
140. The Applicant stated nothing was applied until [297] which was an invoice in 2024 but incurred in 2023 so why wasn't it included. Ms Holland confirmed that the 30 November 2023 invoice was issued and as the invoice for the year had already been issued, it would not be picked up until the next one was issued. Invoices issued annually by the Respondent.
141. The Applicant stated that the lease has to guide the invoicing on service charge invoicing but nothing is included for 38B. The Applicant said that the charge should have been reflected in that service charge year. Ms Holland confirmed that this is the lease she has reviewed and applied [35].
142. The Applicant stated that there is no mechanism for charging the service charge under the provisions of the Lease. The Applicant feels that the lease should contain provisions within it making it clear when an invoice should be raised and within what period of time the Applicant should have to pay said invoice.
143. With regards to the first s.20B notice [300], Ms Holland said this went out to two addresses. The Applicant asked why the other notices did not have the correspondence address on them. Ms Holland stated that this will be depend on which version has been incurred.
144. Ms Holland confirmed that she did not issue the first notice. Availability of officers determines who issues them.
145. When asked whether it was usual to have four section 20B notices, Ms Holland replied by saying in this case yes, because in this case the valuations did trigger a requirement on this. Without looking at other cases Ms Holland would not be able to remember whether other properties had experienced a similar number of notices.
146. The Respondent then wished to clarify that with regards to the Applicant raising issues on the obligation to pay service charges, this had not been

something the Applicant raised in his initial application nor that the lease was defective. The Applicant has paid services for day to day services. There are more provisions in the lease for 57A but the lack of provisions in the lease for 38B does not negate the obligation for payment by the Applicant.

147. Furthermore, all of the postage certificates that have been included are those provided by the Applicant in his supporting documents. Proof of postage was not in dispute.

The issues – Flat 57A – payability under the lease

Applicant's Case

148. The lease for 57A [62] is very different compared to the lease for 38B. The Applicant confirmed there is an improvement mechanism in this lease.
149. Under clause 5(i) [67] the Lessee is obligated to pay contributions.
150. The Applicant stated that as the lease references a service charge year under 5(a)(iii) and the Respondent's needed to have invoiced him for the costs within the relevant service charge year, despite them having followed any s.20B notice procedure this makes the invoices not payable.

Respondent's Reply

151. As with 38B all works that have been charged to the Respondent, they are either obliged or permitted to do under the lease and the Applicant is obliged to pay for these. Detail is in the Respondent's statement of case together with lease provision references [452-457].
152. The submission that the Applicant has made regarding the service charge year is not put in his application or statement of case. Referenced clause 5(a)(iii)[67]. The Respondent highlighted the end of this provision and the Respondent's ability to charge additional or credit any amount in relation to under or over spend in that service charge year.

The issues – Flat 57A – reasonableness and quality of work

Applicant's Case

153. The photographs in the bundle show the pre work status for 57A [196]. Scaffolding was installed August 2017 and didn't start work until April 2018.

154. The Applicant confirmed that he has no issue with the upper roof works [208]. Comparing those works to the lower roof works [209] the Applicant submitted that the lead had been done badly and that the slates are “all over the place”. The Applicant stated that there has been leaks to the property but nothing included within the bundle to evidence any of this. The Applicant said the Tribunal should be able to see that the roof is not correct and that easily water could gain access.
155. The Applicant submitted that no works to the step were completed [212]. The Applicant mistakenly thought that he had been charged for these. The breakdown of works provided by the Respondent [610] shows no reference to step works included within this. The Applicant was initially provided with a different breakdown [329] which included this but was then subsequently removed.
156. The Applicant took the Tribunal to photographs [216] to point out the quality of the works in the photographs which were the masonry painting of the windows. The Applicant submitted that the Ridge minutes made reference to the use of sub-standard paint being used [135]. The Respondent responded by saying the minutes made reference to issues with a previous paint that had been used and Ridge stated they would use a different one. The Applicant stated that this clearly had not been done given the quality of the door shown in the photos from 2 May 2024.
157. In relation to reasonableness, there were no submissions made by the Applicant in relation to 57A.

Respondent’s Reply

158. The Respondent submitted that the pre-works survey was undertaken in 2014 when the Respondent was analysing all stock [583-591]. Various photographs had been taken of which the Respondent included further photographs in the bundle [520-542].
159. Initially the pre-start date was 2 November 2017 and erection of the scaffolding allowed for full surveys to be undertaken. A further letter was issued to leaseholder about change of work 22 Dec 2017 [362-363].
160. In terms of work charged for, the following works were not referenced by the Applicant as being in dispute:
- the asbestos survey and removal, and chimney works [425-430]
 - decoration works
 - small drainage
 - flooring works
 - masonry work
 - rain water goods (not clear if covered)

- roofing works (not expressly clear in Scott schedule that these were in dispute)
 - scaffolding
161. In relation to the scaffolding, Mr Pritchards's statement and submission in relation to 38B confirm that the cost charged for scaffolding was not impacted by the length of time the works took.
 162. The clerk of works was on site regularly to monitor progress of works [520-542]. The Respondent's submissions were similar to those made for 38B in relation to identifying any issues and for those to be actioned.
 163. With regards to the handover of the property, this only occurred when the Respondent was happy and was completed on 16 July 2018 as per the handover certificate [205].
 164. The submissions the Respondent made in relation to reasonableness of the works for 38B are equally applicable for 57A. All works were reasonably required as per the surveys that were undertaken. All works relate to the lease terms obligations and the amounts demanded were reasonable. The pricing mechanism and procurement followed public procurement processes and analysis of the final accounts were the same review systems as 38B. As well as the sign off to ensure reasonableness of the standard of works.
 165. With regards to photographs taken during the works, there was an issue with the Ridge system which means the photos during the works were not accessible.
 166. The Respondent stated that the management charge is at the lower end of what the sector generally charges, that being normally 10-15% of the expenditure.
 167. The professional fees are also reasonable. Both this and management costs were reduced in the final accounts as the overall costs of works reduced.
 168. The Respondent acknowledges that it has taken a long time for the works to be billed and that they needed to resolve the dispute under the costs. The Respondent has been in on-going correspondence and discussions with the Applicant to seek a resolution.
 169. In addition to the other points, Mr Pritchard set out in his witness statement the process and reasonableness of works.
 170. Additionally, the Ridge minutes [135] were dated 16 January 2018 so would have been before substantial works were carried out.

The issues – Flat 57A – s.20B Notices

Applicant's Case

171. The Applicant submitted that there were around 21 movements within the work accounts [874]. Due to the volume of movements after the works were completed, the Applicant has concerns that the work was on-going to tenanted flats and that those figures represent figures to those tenanted flats.
172. The Applicant submitted that there was no mechanism that the Applicant can use to check that they haven't already been charged for these costs in the normal service charge costs.
173. The Applicant also stated that having received the final s.20B notice [315] and given the other notices for 38B, you would have anticipated another notice or final invoice having been issued.
174. The final invoice should have been presented within a timely manner rather than 11 August 2025 [607]. This therefore falls outside of the 18-month rule and should not be payable and the cap to the costs applied.

The Respondent's reply

175. The Respondent confirmed that their submissions relating to 38B apply to this property.
176. The dates for the costs allocated to Valuation 150 [874], invoice date of 10 November 2017 was the first time costs were allocated to the property £663.67. This was the amount that the Respondent recognises as sitting outside of the time limit for the first s.20B notice and therefore is not applicable. This has the impact of adjusting the management and professional fees which is an amount of £331.69. This reduces the amount payable by the Applicant to £10,615.80. Those relevant figures set out above for the adjustments will be credited against the Applicant's service charge account.
177. With regards to the next amount on valuation line 151 dated 20 November 2017 of £4,108.41 [678], there is no invoice date against this line. It shows the valuation for the entire works programme against multiple properties, the spreadsheet shows the allocation to that particular property. The issue date was 27 November 2017 [678] so this was the earliest point at which an invoice was issued. There is no invoice demonstrating that the Respondent has incurred any costs at this time. As such assuming worst case scenario that the applicable date for the purposes of s.20B notices, 27 November 2017.

178. The Respondent confirmed that the first s.20B notice issued 22 May 2019 [303-304] for an amount of £25,993.73 aligns with line 178 of the works valuation report [874] dated 7 May 2019. Proof of postage is provided for this [308].
179. Costs then change from the above figure on 19 June 2019, valuation line 179 [874]. The second s.20B served on 16 Oct 2020 [309-410] had a total cost of £45,838.90 which is reflected on valuation line 192 [874], together with a breakdown of the Applicant's proportion. Proof of postage is provided for this [311].
180. The Respondent confirmed that the third notice served on 4 April 2022 [315-316] is the same as the second notice and was a discretionary notice. Valuation line 209 [874] shows no change in the figures within the 18 month period. Proof of postage is demonstrated for this [317].
181. The invoices issued were for less than that amount. The Respondent's position is that they are compliant with all requirements in relation to s.20B.
182. The Respondent replied to the Applicant's comments to reiterate submissions that were made in 38A. The legislation does not require a landlord to invoice within 18 months of having issued a s.20B notice. This is not currently in force and there are no regulations to that effect.
183. The Respondent strongly refutes allegations that they used the s.20B notices as placeholders or using it to cover internal tenanted works. The internal works were not included within this phase of works. The Applicant has been provided with clear and detailed breakdowns of the costs. This culminated in the final invoice and a detailed breakdown of how those costs were accumulated.
184. The Respondent submitted that the items of work invoiced for do not correlate with any day to day items on the service charge and have not been raised before.
185. Mr Pritchard confirmed the process and the movements of the accounts and that being an ongoing financial process to bring the accounts to a final position.

Final Submissions

Respondent

186. The Respondent's position is that save for all the adjustments made to 57A that all sums covered in the final revised invoices are reasonable and payable by the Applicant acknowledging that payment has been made.
187. Only specific items that were in dispute in the Scott Schedule and that does not cover all items that were charged for.
188. The Respondent's position that they complied with all statutory provisions in respect of s.20 consultation and s.20B and the 18 month rule. The Respondent's position is that all sums in dispute are payable by the Applicant and are in accordance with the lease terms for works that the Respondent is obliged / permitted to undertake and liability for the Applicant to pay.
189. The Respondent's position is that all works were required and reasonably undertaken to a reasonable standard and costs established under publicly procured contract and as such were reasonable. The Respondent has engaged with the Applicant since the notice of estimate was issued which has been substantial and there were on-going conversations.
190. The works that were undertaken were able to be confirmed that they were undertaken via the process set out by Mr Pritchard. Therefore the Respondent believes all sums are reasonable and invites the Tribunal to find the same.

Applications Closing Submissions

191. These issues started way before 2017 but important to note that these works commenced in 2017 replicating other works and various items were replaced that had just been put in place before some of these works were undertaken.
192. No annual summary was provided which contained the major works figures so the only thing the Applicant had to go off were the s.20B notices. Some of which are over the 18 months period and replicated the previous s.20B notices.
193. The Applicant submitted that this would be an indication that there was no movement to us and continued throughout the billing in payment of annual service charges.
194. The s.20B notices that have been presented appear to be stacked against leaseholders to be able to keep an eye on expenditure
195. Despite what the Respondent says there is no evidence that the notice of intention was ever delivered to the Applicant. The Notice of Estimate refers to the notice of intention having been previously submitted.

196. The Applicant stated that there was no notice for 57A nor a notice of estimate was received but the estimate was produced and only a claim that a notice of intention had not been delivered. The Applicant stated that they should have known about this or been told about it by their conveyancer but this didn't happen.
197. The Applicant submitted that he was not there because he was challenging every cost or to avoid those costs, he is just attempting to challenge the process in order to understand the billing. The Applicant submitted that he still did not understand the billing or that process. The Landlord can issue s.20B notices and in some way include figures for socially tenanted flats but how does the Applicant know as he cannot see it.
198. The Applicant went on to say that the difficulty in this situation is that the Respondent was in dispute with Breyer and that dispute lead to an attempted recovery of millions of pounds and took a number of years to resolve.
199. The Respondent's engagement has been a forced one. Since 2017 the Applicant has challenged these figures. That is why he formed the Lewisham Council Leaseholder Alliance. To get a better grip on these things especially in relation to social properties. The Applicant has found the whole process frustrating and that ultimately led to this application being brought.

Determination

200. 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.

The s.20 Consultation

201. The Respondent took the Tribunal to all relevant notices and confirmed the correct service address were contained on same.
202. The Applicant accepts that whilst they may have not received the notice directly, they were sent to the Property.
203. With regards to them not being notified about the consultation during the sale process, that is not a matter for this Tribunal and a point that the Applicant can pursue separately with their solicitors.
204. Lastly, the Applicant acknowledges that despite them nominating a contractor, the Respondent has an existing long term agreement in place with a contractor they were appointing for these works. As such, the

same considerations do not need to be made by the Respondent for this part of the process.

The tribunal's decision

205. The tribunal determines that the statutory consultation was followed by the Respondent. Therefore the Applicant's request to have the sum payable capped to the statutory level of £250 is not made.

Section 20B Notices

206. As per the relevant sections and paragraphs in this decision, the Respondent set out the timeline for all s.20B notices that were issued. The dates set out demonstrating the points in time when the Respondent incurred costs relating to the works together with the dates at which s.20B notices were issued are within the 18 month rule.
207. The Respondent acknowledged that part of a sum being noted in a s.20B notice fell outside of the 18 month rule and that a credit will be applied to the Applicant's account reflecting this. This is set out in paragraph 178 of the Tribunal's decision and relates to the sums of £663.67 and £331.69.

The tribunal's decision

208. The tribunal determines that the s.20B notices issued by the Respondent are valid and the process was therefore followed. However, it acknowledges in this decision that the Applicant will be crediting the amounts of £663.97 and £331.69.

Flat 38B - Payability

209. The Applicant raised points surrounding payability and that some works were considered improvements taking the Tribunal to photographs that show they were.
210. With regards to the point on the gutter and downpipe works and these being improvements, the Tribunal cannot determine from the photographs what improvements the Applicant is suggesting were undertaken. The area required work and they were replaced with what appears to be to the Tribunal like for like items.
211. The only area where the Tribunal could see a difference relates to guttering around the top window on the roof. It would appear from the original photograph [162] that the drainage of this area was serviced by masonry guttering. The works then appeared to have resolved any issues of this with current traditional black plastic guttering. The Tribunal does

not consider this an improvement and any works to resolve the masonry drainage would have likely cost more in the opinion of the Tribunal. The Tribunal therefore does not consider this to be an improvement.

212. As per the relevant paragraphs in this decision, the Tribunal agrees with the Respondent in that the works undertaken fall under the relevant definitions and provisions of the lease.

The tribunal's decision

213. The Tribunal determines that the works undertaken fall within the terms of the lease and the costs are therefore payable by the Applicant.

Flat 38B – Reasonableness and Quality of Work

214. The Respondent submitted evidence confirming that surveys were undertaken and a clerk of works was appointed and monitored the works as it was done.
215. The survey demonstrated the need for the works that was undertaken and the appointment of a relevant professional ensured that the quality of the works was met.

The tribunal's decision

216. The tribunal determines that the works undertaken by the Respondent were reasonable and that the quality of same was appropriate.

Flat 38B – s.20B

217. The Tribunals reasons and decision under paragraphs 204 to 211 are applicable for this section.

The tribunal's decision

218. The tribunal determines that the statutory consultation was followed by the Respondent. Therefore the Applicant's request to have the sum payable capped to the statutory level of £250 is not made.

Flat 57A - Payability

219. The Respondent took the Tribunal to all relevant provisions within the lease and set out the works that were undertaken that align with the provisions of same.

The tribunal's decision

220. The tribunal determines that the provisions of the lease and the works undertaken are allowed for and that therefore the amounts are payable by the Applicant.

Flat 57A – Reasonableness and Quality of Work

221. The Respondent submitted evidence confirming that surveys were undertaken and a clerk of works was appointed and monitored the works as it was done.
222. The survey demonstrated the need for the works that was undertaken and the appointment of a relevant professional ensured that the quality of the works was met.

The tribunal's decision

223. The tribunal determines that the works undertaken by the Respondent were reasonable and that the quality of same was appropriate.

Application under s.20C and refund of fees

224. At the end of the hearing, the Applicant made an application for a refund of the fees that he had paid in respect of the application and hearing¹. Having heard the submissions from the parties and taking into account the determinations above, the tribunal orders the Respondent to refund any fees paid by the Applicant within 28 days of the date of this decision.
225. At the hearing, the Applicant applied for an order under section 20C of the 1985 Act. Having heard the submissions from the parties and taking into account the determinations above, the tribunal determines that it is not just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act.
226. The Applicant's stated that they had invited the Respondent to mediate but that this was not taken up by the Respondent. The Applicant confirmed that he understood the basis of the s.20c and para 5 applications.
227. The Applicant said that the Respondent admitted that there had been a great deal of time on this, almost a decade to sit before the Tribunal and that was the only way the Applicant ever got the in-depth accounts and detail. This could have been provided earlier. Only by coming to the Tribunal did the Respondent start to look over things and see errors that they had made. It all started with a review of the improvement clause for 38B. The Applicants case has not been frivolous or vexatious and has

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

been entirely frustrating. The Applicant doesn't like being around the legal profession and this was the last place he wanted to be.

228. The Respondent's submitted that the parties await judgement of the Tribunal but that the Respondent's position is that if the Tribunal finds in favour of the Respondent either in whole or substantially that the applications in relation to costs under section 20c and para 5A should be declined.
229. The Applicant mentioned mediation and this is not a case the Respondent felt was suitable for mediation. The Respondent has sought to engage with the Applicant with regards to the costs charge and had reached a point in the final invoices where it was confident that all of the amounts were reasonable and hasn't been charged for a number of works and therefore mediation was not of benefit.
230. Within Ms Holland's statement [641] there is an email dated 13 February 2017 which states that the Applicant was applying to the Tribunal for determination of the planned works. The intention was set out from the start and of course within his rights to do so. The evidence shows the substantial amount of correspondence between the Respondent and the Applicant. On occasion points were not accepted by the Respondent and they have sought to answer the questions raised.
231. If none of the charges reasonable then the Respondent would accept that orders would be justified.
232. The Tribunal determines that due to the complexity and delay the Applicant experienced in this matter, that it was reasonable for him to bring an application to the Tribunal. However, all points that were raised have been satisfactorily answered and evidenced by the Respondent.

Name: Mrs S Phillips

Date: 6 October 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).