



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

Case references : **LON/00BC/LSC/2025/0844**

Property : **11 Embassy Court, 43 Woodford Road,
London, E18 2EE**

Applicant : **Clive Lipman**

Representative : **In person**

Respondent : **Embassy Court Residents' Association
Limited**

Representative : **William Skjott (Counsel) instructed by
Jaffe Porter Crossick**

Tribunal members : **Judge Robert Latham
Judge Joanna Stewart
Sarah Beckwith MRICS**

**Date and Venue of
Hearing** : **16 July 2026
at 10 Alfred Place, London WC1E 7LR**

Date of decision : **19 August 2026**

DECISION

- (1) The Tribunal finds that all the service charges are payable and reasonable, save for the sum of £1,800 (Item 20) which we disallow in respect of the feasibility assessment in respect of the carpark area (see [57] below).
- (2) The Tribunal does not make an order under section 20C of the Landlord and Tenant Act 1985 or for the refund of the tribunal fees which have been paid by the Applicant.

Introduction

1. On 9 June 2025, the Applicant issued this application seeking a determination under section 27A of the Landlord and Tenant Act 1985 (“the Act”) as to whether service charges are payable. The Applicant is a retired solicitor, aged 89. He does not have any access to a computer or the internet. He completed the application by hand. Section 6 of the Form required the Applicant to specify the service charges that were in issue. He merely referred to letters dated 9 May and 9 June 2025. The letter of the 9 May was addressed to the Respondent. He requested copies of a number of bills and sought details of a number of charges. His letter dated 9 June is address to the Tribunal. He stated that his main concern was to receive copies of a number of bills and the reasons for the charges. The challenge relates to the service charge years 2020/21, 2021/22, 2022/23 and 2023/24.
2. The Tribunal has given Directions on a number of occasions and has assisted Mr Lipman to prepare a Scott Schedule which specifies the 30 items that he seeks to challenge (at p.64-74). Mr Lipman confirmed that this sets out the service charge items which he wishes to challenge.
3. The Applicant has provided two witness statements dated 25 February 2026 (p.249-2351) and 7 May 2026 (at p.352-355). The Respondent has provided two witness statements from Mr Malcolm Wolpert who is a director of the Respondent Residents Association, undated (at p.309-312), and 10 April 2026 (p.313-348).
4. The Respondent has provided the following Bundles to which reference is made in this decision: (i) Trial Bundle (pages 1-424) and (ii) a Supplementary Bundle (wrongly paginated from pages 352-378). Reference to the Supplementary Bundle will be prefixed by “SB.____”. Two additional documents were provided at the hearing.

The Hearing

5. Mr Lipman appeared in person. He stated that he was hard of hearing and asked if he could stand as he thinks more clearly when he is standing. The Tribunal permitted him to do so.
6. Mr William Skjott (Counsel) appeared for the Respondent instructed by Jaffe Porter Crossick (JPC). He was accompanied by a number of lessees at Embassy Court: (i) Mr Malcolm Wolperg; (ii) Paul Adams who is also a director of the Respondent; (iii) Ms Madelaine Carbery (a director); (iv) Mr Lawrence Carbery; (v) Mr Craig Mulish and (vi) Ruth Adams. Mr Skjott provided a Skeleton Argument and a Bundle of Authorities.
7. Mr Lipman initially stated that the Respondent had not provided him with a copy of the Bundles. Mr Lipman had a number of loose documents in a folder. When the Tribunal examined these, it was apparent that these were paginated as in the Hearing Bundles. When confronted with his letter dated 6 July 2026

(at SB.367) in which he acknowledged receipt of the hearing bundle, Mr Lipman conceded that he had received the Bundles.

8. At the commencement of the hearing, the Tribunal indicated that we would hear short opening statements from each party, before taking hearing submissions on the payability and reasonableness of each of the 30 service charges challenged in the Scott Schedule. In addressing these items, the Tribunal heard evidence from Mr Lipman, Mr Wolpert and Mr Adams.
9. Mr Lipman stated that rather than make an Opening Statement, he wished to put some questions to Mr Wolpert. Despite some reservations expressed by Mr Skjott, the Tribunal permitted Mr Lipman to do so. Mr Lipman's questions did not go to any of the items in the Scott Schedule. He rather sought to attack Mr Wolpert's credibility. His questions related to a Statement of Truth which had been put on a Claim Form by Lauren Bailey, a solicitor with Nexa Law Limited dated 11 November 2022 (at SB.368-370). The claim was for arrears of ground rent, service charges and administration charges in the sum of £4,030. Mr Lipman refused to accept that Mr Wolpert had been unaware of this litigation until February 2025, when he noted that there was an error and that the sum owed was rather £3,070. Mr Wolpert's response was that the solicitors had been instructed by Lint, the managing agents. Mr Lipman completed his cross-examination by accusing Mr Wolpert of being "a confidence trickster". This line of questioning did not assist the Tribunal in determining the issues in dispute. It did no more than highlight the animosity that Mr Lipman holds towards Mr. Wolpert and the Residents Association.
10. The hearing was listed for two days. The Tribunal completed the hearing in one day.

The Lease

11. Embassy Court is a block of 14 flats, 14 garages, lawns, roads and footpaths. Mr Lipman occupies his flat pursuant to a lease dated 16 August 1971. This is a two bedroom flat. It seems that a garage was allocated to each of the flats. However, the Applicant's father had not wanted a garage. This is rather retained by the Respondent and is used by the caretaker for storage.
12. There are three parties to the lease (i) the Lessor (Manfred Kasner); (ii) the Management Company (the Respondent); and (iii) the Lessee (Hilliel Lipman). The lease is a term of 99 years from 24 June 1965. Hilliel Lipman was the Applicant's father. The interest of the Lessor is now held by Embassy Court (Freehold) Company Limited.
13. By Clause 2(11), the Lessee covenants "to pay and contribute to the Lessor on demand a due proportion of the cost and expense (hereinafter called "the Maintenance Contribution") incurred or to be incurred by the Lessor in carrying out the works referred to in Clause 5 sub-clauses (4) to (7) hereof or in Clause 8

of the Fourth Schedule hereto such sums or sum of money to be ascertained as provided by such Fourth Schedule hereto”.

14. There is a further lease dated 16 August 1971 whereby Embassy Court (Freehold) Company Limited acquired the freehold interest. The Tribunal was not provided with a copy of this lease. Both the Respondent and the Freehold Company are owned by the leaseholders. The manner in which the two leases relate to each other was considered by the Court of Appeal in *Embassy Court Residents' Association Limited v Hilliel Lipman* (Cumming-Bruce and Parker LJJ, 10 February 1984). The Court was satisfied that in order to give business efficacy to the Applicant's lease, the Respondent should be able to recover from the individual lessees its administrative expenses pro rata. This included the cost of employing managing agents.
15. Cumming-Bruce LJ also made these observations relating to the management structure at Embassy Court and the circumstances in which the Residents' Association had found it necessary to appoint managing agents:

“One can see, in a case of a small block such as this with 14 residents, that great advantages are likely to be derived by individual lessees because each of them, by becoming a member of the Residents' Association Company, is by the machinery of these two leases put in the position of being able to take part and have a personal right in the performance of the landlord's covenants for the benefit, not only of each individual lessee, but of all individual lessees. It is also quite plain that parties who enter into the kind of transaction contemplated by 16th August must realise that such a scheme, for its efficacy, will only be workable if a certain modicum of good neighbourliness and common sense is afforded by each of the individual members of the Residents' Association, and provided that each of the residents is prepared to act with ordinary common sense and courtesy, it is likely that the costs of the Residents' Association Company may be restricted to a negligible amount. But it is also clear that, if by reason of awkwardness and difficulty on the part of any lessee to reconcile him or herself to co-operation in an ordinary civilised way with the Residents' Association, in that situation the work that may have to be undertaken by the Association may become such a burden that it is necessary to spend quite a lot of money by procuring the performance of the functions which the Residents' Association is by its Articles and Memorandum under an obligation to perform. That is exactly, on the judge's findings, what happened in this case. For many years all was sweetness and light and the work which had to be done by the Residents' Association Company was readily performed by one or two members who undertook the necessary labour. That labour was concisely stated in the evidence called by the plaintiffs in the county court, in particular Mr. Rosen and Mr. Ettinger. They described that it was practicable for individual members to do all the work for some seven years, but then the situation changed because far more work rather suddenly appears to have devolved on the members who were voluntarily undertaking it.

.....

But, on the findings of the judge the defendant had ceased to co-operate with the committee and had not attended its meetings and, on the findings of the judge on the evidence before him, it was to a significant degree the work stimulated by the defendant that led to the situation that it was impracticable any longer for the members voluntarily to do the work which was necessary for the performance of the function of the Residents' Association."

The Law

16. Section 18 of the Landlord and Tenant Act 1985 ("the Act") defines the concepts of "service charge" and "relevant costs":

"(1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent—

(a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and

(b) the whole or part of which varies or may vary according to the relevant costs."

(2) The relevant costs are the costs or estimate costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with matters for which the service charge is payable."

17. Section 19 gives this Tribunal the jurisdiction to determine the reasonableness of any service charge:

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

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

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

and the amount payable shall be limited accordingly."

18. The Supreme Court has recently reviewed the approach that should be adopted by tribunals in considering the reasonableness of service charges in *Williams v Aviva Investors Ground Rent GP Ltd* [2023] UKSC 6; [2023] 2 WLR 484. Lord Briggs JSC (at [14]) recognised that the making of a demand for payment of a

service charge will have required the landlord (or managing agent) first to have made a number of discretionary management decisions. These will include what works to carry out or services to perform, with whom to contract for their provision and at what price, and how to apportion the aggregate costs among the tenants benefited by the works or services. To some extent the answers to those questions may be prescribed in the lease, for example by way of a covenant by the landlord to provide a list of specified services, or by a fixed apportionment regime. But even the most rigid and detailed contractual regime is likely to leave important decisions to the discretion of the landlord. A landlord is contractually obliged to act reasonably. This is subject to this Tribunal's jurisdiction under the 1985 Act to determine whether the landlord acted reasonably (see [33]).

19. It is not the role of this Tribunal to carry out an audit of the service charge accounts over the five year period 2019/20 to 2023/24. The Tribunal highlights the following passage from the judgment of Martin Rodger KC, the Deputy President, in *Enterprise Home Developments LLP v Adam* [2020] UKUT 151 (LC):

“28. Much has changed since the Court of Appeal's decision in *Yorkbrook v Batten* but one important principle remains applicable, namely that it is for the party disputing the reasonableness of sums claimed to establish a prima facie case. Where, as in this case, the sums claimed do not appear unreasonable and there is only very limited evidence that the same services could have been provided more cheaply, the FTT is not required to adopt a sceptical approach.”

The Background

20. Whilst Embassy Court has 14 flats and 14 garages, no garage is attached to Mr Lipman's flat. Some garages are retained by the Respondent. The lessees with garages are charged separately for any charges relating to the repair and maintenance of the garages.
21. The directors manage Embassy Court in a voluntary capacity and without payment. The Respondent appointed Land Commercial to manage Embassy Court for 12 months from October 2020, and Lint from 1 November 2021 until June 2023. The directors currently manage Embassy Court themselves.
22. Since 1995, there has been extensive litigation involving Mr Lipman and the Respondent which is summarised in a Schedule (at p.318). On each occasion, the Courts have found in favour of the Respondent. Mr Wolpert (at p.312) describes how Mr Lipman's approach follows a long-standing pattern: (i) avoiding or delaying payment of lawful charges; (ii) refusing access for repairs; (iii) misinterpreting lease obligations; (iv) objecting to routine communal works; (v) making serious but unfounded allegations when charges fall due; (vi) failing to pay quarterly reserve fund contribution; and (vii) failure to pay the ground rent.

23. In 2008, Mr Wolpert inherited Flat 14 from his father, Mr Arnold Wolpert. In February 1992, his father had acquired the flat and had been appointed as a director, holding the positions of administrator and treasurer. On 11 January 2008 (at p.335), Mr Lipman had sent a letter to the lessees describing Mr Arnold Wolpert as an “evil wicked person” who was “a liar, dishonest and fraudulent”.
24. On 22 June 2007, HHJ Hornby (in Case Bo.5BO.03893 at Bow County Court) had rather described Mr Arnold Wolpert as “a man of principle” whose evidence he accepted “unreservedly” ([48] at p.330). Aged 80, he was “a witness of honesty”. He was “a very careful, kindly man” who would have been “driven to distraction by the sort of letters sent by Mr Lipman” ([43] at p.328).
25. The Judge rather described Mr Lipman as “a bit of a loner” who did not want to participate in the management of the building. He wrote “an enormous quantity of letters” and had “a degree of hostility towards other members of the Association and the other flat dwellers” ([50] at p.331).
26. Mr Malcolm Wolpert has been a director and the company secretary of the Respondent since 13 September 2019. Mr Adams is the director with responsibility for the finances.
27. Mr Lipman inherited Flat 11 on the death of his father. It was only too clear to the Tribunal that he has inherited the animosity that his father had held against both the Respondent and the Wolpert family. We have no hesitation in accepting the evidence of Mr Wolpert and Mr Adams who at all times have carried out their duties as directors in a voluntary capacity and have sought to act in the best interests of the lessees. We endorse the assessment that HHJ Hornby made of Mr Lipman (at p.319-334).

The Tribunal’s Determination

28. The Tribunal considers the challenges raised in the Scott Schedule. In the tables, we have included page references to the service charge accounts and to the invoices. In some cases, the figures in the Scott Schedule do not correspond to those in the Service Charge Accounts. Some figures have been taken from the budgets. The Tables reflect the figures in the Service Charge Accounts. The financial year runs from 1 April to 31 March.

Management Fees (Items 1, 6, 7, 15, 23)					
Year	2019/20	2020/21	2021/22	2022/23	2023/24
Charge	-	£3,266	£3,877	£5,040	£1,163
Reference	SB.364	SB.364	p.47	p.47	p.58

29. The figures for the management fees are taken from the service charge accounts. These differ from those in the Scott Schedule. At the Case Management Hearing on 5 March 2026, it was apparent that the basis of the Applicant’s challenge was that the lease did not permit the employment of managing agents. Such an argument was unsustainable, given the binding decision of the Court of Appeal.

30. At the hearing, Mr Lipman rather sought to argue that this was a Qualifying Long Term Agreement (QLTA) and that the Respondent had failed to comply with their statutory duty to consult under section 20 of the Act. Mr Lipman had alluded to this in his letter dated 29 April 2026 (at p.420).
31. Under section 20ZA (2) of the Act, a “qualifying long term agreement means an agreement entered into, by or on behalf of the landlord or superior landlord, for a term of more than 12 months.” In *Paddington Basin Developments Ltd v West End Quay Estate Management Ltd* (“*Paddington Basin*”) [2010] EWHC 833 (Ch); [2010] 1 WLR 2735; Lewison J (as he was then) confirmed that a QLTA involves three core elements: (i) an agreement; (ii) entered into by or on behalf of the landlord; and (iii) for a term of more than 12 months. In the absence of the required statutory consultation on a QLTA, the liability of any tenant would be capped at £100 pa.
32. On 20 September 2020 (at p.421), the Respondent notified the tenants that they intended to appoint London Commercial as managing agents at a cost of £360 per flat (inc of VAT). This would be a total of £5,040 pa. We accept Mr Wolpert’s evidence that they were only employed for twelve months. This would not have been a QLTA.
33. Thereafter, the Respondent appointed Lint to manage Embassy Court from 1 November 2021. In June 2023, the Respondent decided to manage Embassy Court themselves at a significant saving to the lessees. The Tribunal has not been provided with a copy of the management agreements with either London Commercial or Lint. Most managing agents are aware of the potential trap of any management agreement being found to be a QLTA. They therefore incorporate a notice provision which could prevent an agreement from extending for more than 12 months.
34. It is for Mr Lipman to satisfy us that either agreement was a QLTA. All he was able to do was to refer to the email of 20 September 2020, which refers to the agreement with London Commercial being “on a rolling yearly basis”. This would suggest that there would be a clause allowing either party to prevent it from rolling into a second year. We have found that this did not extend into a second year. Mr Lipman adduced no evidence that the agreement with Lint was a QLTA.
35. A management fee of £300 per property (+ VAT) is at the lower end of the range of charges. We are satisfied that the charges are reasonable and payable.

Electricity (Items 4, 13, 21, 29)					
Year	2019/20	2020/21	2021/22	2022/23	2023/24
Charge	£2,544	£2,255	£1,513	£1,863	£3,288
Reference	SB.364	SB.364	p.47	p.47	p.58

36. Mr Lipman does not dispute the size of these bills. He rather argues that a deduction should be made for the sums attributable to CCTV, broadband and the garages. He raises two arguments. First, there was neither CCTV or

broadband when his father signed his lease in 1971 and it would not have been in the contemplation of the parties that such charges would be payable. Secondly, he has no garage and he should not pay for the lighting to the garage.

37. Mr Skjott responds that paragraph 10 of the Fourth Schedule provides that the expression “maintain” includes “inspect, renew, reinstate and keep in good condition”. It would be quite unrealistic to suggest that Embassy Court should be preserved as it was in 1965 (the commencement date of the 99-year terms). Broadband is necessary for the working of the lifts. It is not a private supply for lessees. CCTV was installed after two burglaries. The common parts, including the garages must be lit. The caretaker uses one of the garages for storage. The lessees are required to pay separately for the electricity that they use for their own garages.
38. The Tribunal accepts Mr Skjott’s argument and finds that the charges are reasonable and payable. The Tribunal is satisfied that the directors installed CCTV for the mutual benefit of the lessees.

Accountancy Fee (Items 5, 14, 22 and 30)					
Year	2019/20	2020/21	2021/22	2022/23	2023/24
Charge	£744	£786	£1,080	£1,134	£1,194
Reference	SB.364	SB.364	p.47	p.47	p.58

39. Mr Lipman argues that the accounts are riddled with sums that are not payable. There are numerous financial irregularities. The accounts do not “reflect honesty, truth and accuracy”. He states that he has reported his allegations of fraud to the police.
40. Mr Skjott responds that these allegations of fraud are entirely unfounded. The accounts have been prepared by Cobbin Floyd, who are professional accountants. They are an accurate record of the service charge expenditure. No regulatory body, auditor, court or tribunal has ever made any finding of fraud against the Respondent. There has been extensive litigation which has resulted in findings against Mr Lipman, and in favour of the Respondent.
41. The Tribunal deplores Mr Lipman’s tendency to make allegations of fraud and bad faith against the Respondent and against Mr Wolpert. As a retired solicitor, Mr Lipman should know that such allegations should only be made if there is clear and cogent evidence to support them. There is no such evidence in this case. Indeed, we record that we have found both Mr Wolpert and Mr Adams to be honest and truthful witnesses.

Legal and Professional Fees (Item 2)	
Service Charge Year	2020/21 (SB.364)
Charge	£1,815

42. Mr Lipman complained that there was no invoice for this sum. He wanted to see a copy of this invoice. Mr Skjott took the tribunal to the breakdown of this sum

(p.219). It consisted of three items: (i) FireX Consulting (1.2.21): £495; (ii) Land Commercial (26.3.21): £900; and (iii) London Commercial (9.10.20): £420. The payments to Land Commercial related to work carried out by a surveyor, Kevin Isaacs, for an inspection and report on water penetration and a cost assessment. The two invoices are at P.98-99. The sum of £495 was paid to Fire X-Consulting Ltd for a fire risk assessment review. The invoice is at p.100.

43. The Tribunal is satisfied that these charges are reasonable and payable.

Repairs and Maintenance (Item 3)	
Service Charge Year	2020/21 (SB.364)
Charge	£13,816

44. Mr Lipman complained that there were no invoices for these items. He wanted a breakdown. The Respondent provided a full breakdown of this (at p.219). Mr Lipman's reply to this (at p.354) was that this response was "outrageous". Mr Wolpert knew that he did not have the invoices and was "knowingly & deliberately misleading the Tribunal". Mr Lipman referred the Tribunal to a letter from Cobbin Floyd, the Accountants (at p.355) in which they stated that they did not have the invoices. The managing agents would have provided a copy of their ledger.
45. The Respondent provided a breakdown of these items: (i) Global Handyman – £690; invoice at p.101-102; (ii) S&A Gregory (Builders) – £1,263.60; invoice at p.103; (iii) Flooding to Flat 1 – £540; this was reimbursed to the lessee, L. Guesquiere. The Respondent cannot find the invoice, but we are satisfied that this was paid in respect of a leaking down pipe; (iv) Window cleaning – £1,790. The Respondent was unable to provide the invoices. The individual payments are listed. The contractor charged £250 per visit. We are satisfied that this work was done. (v) Electrical of London - £455; invoice provided at hearing; (vi) Mediacoms (charge for block aerials) – £78; invoice provided at hearing. Mr Lipman confirmed that this is no longer challenged; (vii) Exall Roofing (Roof repairs) – £6,576; invoice at p.105; (viii) Essex Lifts – £1,500.49 (including maintenance contract). The Respondent could not locate the invoice. We are satisfied that this work was done. (ix) London Drains Direct – £144. The Respondent could not locate the invoice. We are satisfied that this work was done. (x) Eurosafe Solutions (Safety bolts on roof) – £324; invoice provided at the hearing. The Respondent accepted that a payment of £495 was duplicated. This was refunded in the following year.
46. Mr Lipman asks the Tribunal to disallow any item which is not supported by an invoice. It is not the role of this Tribunal to carry out an audit of the service charge accounts. It is rather to determine whether service charges are payable and reasonable. Mr Lipman has not satisfied us that any of the works for which he has been charged were not carried out. It is unfortunate that not all the invoices are available. However, this is a time when managing agents were managing Embassy Court. They are no longer doing so. We accept that these works have been done. They have all been itemised at p.219. Most items are confirmed by emails. We find that the charges are reasonable and payable.

Repairs and Maintenance (Items 8, 9, 10, 11 and 12)	
Service Charge Year	2021/22 (p.47)
Glazing	£234
Bee Invasion	£245.61
Replacing Doors to Roof	£1,540
Contractor's Bill	£250
Contractor's Bill	£145

47. A total of £5,786 was charged for repair and maintenance in 2021/22 (p.47). Mr Lipman challenges four of these items.
48. The first item is a charge for glazing in the sum of £234. Mr Lipman's 1/14 liability is £16.70. The background to this dispute is set out in Mr Lipman's letter of 7 July 2021. On 21 May 2021, his bedroom window was broken by a sharp gust of wind. He states that Montrose Glass only boarded up the window. He carried out the repair at £222. The Respondent refers to an email from Montrose Glass (at p.210). The Tribunal is satisfied that the sum of £195 + VAT is the cost of boarding up the window. An additional charge would have been raised for a new window. We are satisfied that it was reasonable for the Respondent to arrange for this work to be done.
49. Mr Lipman contends that the bee invasion charge of £245.61 should have been paid by Mrs Bravo (Flat 15) whose flat was infested. The bees had obtained access via an airbrick. The Respondent state that this charge is made up of two charges: A charge of £150 was raised in respect of the bee infestation (p.212). A further sum of £95.61 was incurred a month later in respect of an insect infestation (p.213). There is a photograph of the bee infestation at p.214. A severe bee infestation occurred, and the owner of Flat 15 was an elderly lady who lived alone and was terrified of a swarm of bees in her kitchen. A professional specialist was engaged to remove the swarm and block the air brick from where the bees entered. The problem was genuine and required urgent action. The bees were successfully contained and transported safely by the beekeeper. The Tribunal is satisfied that the Respondent was entitled to treat this as a service charge item, namely part of the "maintenance contribution" which the Lessee is required to pay pursuant to Clause 2(11) of his lease.
50. A total of £1,540 was expended on repairing the door to the roof, namely emergency repairs - £150 (p216); subsequent repairs - £420 (p.217) and replacement of the doors - £970 (p.218). The background to this dispute is set out in a letter sent to leaseholders in February 2022 (at p.214). On 18 February 2022, the doors from the roof space to the roof were damaged in storm Eunice. The damage was caused as the door had been left open. Mr Lipman argues that the charge should be met by the lessee who had authorised the Sky contractor to go up onto the roof. Mr Wolpert responded that they had tried to charge the lessee of Flat 2, but he had refused to accept liability. Mr Skjott suggested that only £570 related to the repair. The Respondent had decided that it was not proportionate to pursue a County Court claim. The Tribunal accepts that the

door needed to be repaired. The cost was reasonable. The Respondent was entitled to decide that this should be treated as a service charge item rather than seek to recover the cost from the lessee. This management decision could not be classified as being unreasonable.

51. The two sums of £250 and £145 appear in the Schedule of Repairs and Renewals (at p.220). £250 relates to the clearance of drains; £145 to a “dyno rod blocked sewer flat 1”. These were expenses reimbursed to Mr Wolpert. Mr Lipman insists that as there is no invoice, there is no liability. The Respondent is unable to locate the invoices. The Tribunal is satisfied that this work was done and that the charges are reasonable.

Repairs and Maintenance (Items 16, 17, 18, 19 and 20)	
Service Charge Year	2022/23 (p.47)
Cupboard Leak	£186 (p.227)
Electrical Light Works	£2,980 (pp.229-230)
New Door for Garage 4	£1,550 (p.231)
Replacing Handrail for Lift	£732 (p.232)
Feasibility Assessment for Car Park	£1,860 (p.233)

52. A total of £7,281 was charged for repair and maintenance in 2021/22 (p.47). Mr Lipman challenges five of these items.
53. On 1 February 2023 (p.227), Xtra Maintenance submitted an invoice of £186 to address a water leak. The Respondent stated that this was causing a dampness problem in Flats 5, 8, 11 (the Applicant’s flat) and 15. The source was identified to a leak in the airing cupboard of Flat 15. The leak was located within the concrete. This was a rising mains which the contractor believed to be a communal pipe. There is a photograph at p.231. The Respondent states that all the lessees, except for Mr Lipman, permitted access to investigate the cause of the flood. Mr Lipman denies that he had any problem and contends that the cost should be borne by the other flats. The Tribunal disagrees. This was a communal pipe and was a proper service charge expense.
54. In December 2022, GI Electrical charged a total of £2,980 to upgrade the lighting in the external common parts. The invoices are at p.229-230. Mr Lipman argues that this upgrade was not required. The existing lighting was quite adequate. We are satisfied that the Respondent was entitled to conclude that this work was required and that this charge is payable.
55. On 8 March 2023 (p.231), Crusader Doors Systems Ltd charged £1,550 to supply and fit a new garage door to Garage 4. This garage is retained by the Respondent and has been used by the caretaker for storing the materials that he requires to carry out his duties. Mr Lipman argues that this garage is retained by the Respondent who should bear the cost. The Tribunal disagrees. The garage is used for the communal benefit of the lessees. This is a proper service charge expense.

56. On 14 March 2023 (p.232), Essex Lift Services Ltd submitted an invoice for £732 to repair a hand rail to the lift. Having seen the invoice, Mr Lipman stated that he no longer challenged this charge.
57. On 25 January 2023 (p.233), Land Commercial submitted an invoice for £1,800 for a feasibility assessment to the carpark area. This is a communal area leading to the garages. The surface was worn and needed replacement. However, it is apparent that the primary purpose of this report was to consider options for the installation of EV charging cabling to enable the installation of charging points for the lessees with a garage. The Respondent subsequently decided not to go ahead with the installation of charging points. We are satisfied that this report would not have been required, had the sole issue been the resurfacing of the communal area. We are satisfied that this report was prepared for the benefit of the lessees with garages and this should not be treated as a service charge expense.

Repairs and Maintenance (Items 24, 25, 27 and 28)	
Service Charge Year	2023/24 (p.58)
Front Gate	£200
Electrical Light Works	£680
4Site Bill	£1,118.40
Drain Cover	£1,170

58. A total of £8,990 was charged for repair and maintenance in 2022/23 (p.58). Mr Lipman challenges four of these items.
59. On 8 February 2024 (p.234), Standard Builds submitted an invoice of £200 for works to the spring closers to the front gates and clearing roof drains. Mr Lipman contends that he has no liability as there were no spring closers in 1971. Mr Skjott explained that these had been installed in 2020/21 to prevent the gates from swinging out and causing a hazard to the public. As stated previously, the Respondent was not restricted to preserving Embassy Court as it was in 1971. This was a proper service charge expense.
60. Mr Skjott provided a copy of the invoice for the electrical works of £680 with his Skeleton Argument. This work related to upgrading the internal lighting in the common parts. Mr Lipman contends that this is not payable as the work was not necessary. The Tribunal disagrees.
61. In November and December 2023, 4site Consulting Limited submitted three bills totalling £1,118.40, namely £216 (p.246) and £386.40 (p.245) for communal fire door inspections and £516 (p.244) for a health and safety fire risk assessment. Mr Lipman challenged the £516 for the fire risk assessment, as an assessment had been carried out in April 2023 (see p.243). Mr Skjott stated that the Respondent's insurers had required the additional report. We are satisfied that these reports were required and that they are payable.
62. On 15 February 2023 (p.247), Standard Builds submitted an invoice of £1,170 for various works which included supplying a new external door on the roof,

fitting a manhole cover and other drainage works. Mr Lipman argues that this was a repetition of work that had already been done. He refers to the door on the roof. The Tribunal is satisfied that this was required and that the charge is payable.

Legal and Professional Fees: £4,764 (Items 26)	
Service Charge Year	2023/24 (p.58)
JPC Fees re: Mr Lipman (11.5.23)	£607.20 (p.235)
JPC Fees re: Mr Lipman (27.9.23)	£774 (p.237)
JPC Fees re: Mr Lipman (27.9.23)	£300 (p.239)
Land Commercial (15.6.23)	£2,400 (p.241)
Land Commercial (13.2.24)	£500 (p.242)
BBi Risk Solutions (11.4.23)	£180 (p.243)

63. Mr Lipman initially complained that there was “no bill for £4764”. The relevant invoices have now been provided.
64. Mr Lipman argues that he does not have any liability for the legal fees paid to JPC. These relate to proceedings in the County Court. The Respondent has incurred substantial legal costs arising from its litigation involving Mr Lipman. A schedule summarising this litigation is at p.318. On each occasion, the Court has found against Mr Lipman. These are costs which they have incurred but have not been able to recover against Mr Lipman in the County Court. These costs will be shared by the 14 lessees. The Court of Appeal has decided that in order to give business efficacy to the Applicant’s lease, the Respondent should be able to recover its administrative expenses (see [14] above). The Tribunal is satisfied that it was reasonable for the Respondent to instruct solicitors in respect of this litigation, and that the sums are recoverable as service charges and are reasonable.
65. The invoice from Land Commercial in the sum of £2,400 relates to charges for attending meetings and preparing tender documents for a programme of external decorations and maintenance. Mr Lipman argues that this survey work is irrelevant to the maintenance and repair of Embassy Court. The Tribunal disagrees and finds that this sum is payable.
66. The invoice from Land Commercial in the sum of £500 is for an inspection and report on damp and cracks at Flat 15. Mr Lipman argues that this charge should be the personal liability of Mr Wolpert who negligently ordered this survey. Mr Wolpert explained that a prospective purchaser had complained of water penetration into Flat 15. A drone survey was arranged to check whether there was any disrepair to the roof. No disrepair was identified. The Tribunal accepts that it was reasonable for the Respondent to request this survey. This was a reasonable service charge expense. The fact that no disrepair was identified is irrelevant.
67. The invoice from BBi Risk Solutions in the sum of £180 relates to a fire risk assessment. Mr Lipman contends that this was not necessary. The Respondent

stated that the report had been required by the Respondent's insurers. The Tribunal is satisfied that this is a reasonable service charge expense.

Conclusion

68. The Tribunal finds that all the service charges are payable and reasonable, save for the sum of £1,800 (Item 20) which we disallow in respect of the feasibility assessment in respect of the carpark area (see [57] above).

Consequential Orders

69. The Applicant seeks an order for the limitation of the landlord's costs in the proceedings under section 20C of the Landlord and Tenant Act 1985. The Tribunal is entitled to make such order as it considers to be just and equitable in the circumstances. Save for a single item, this application has failed. In such circumstances, the Tribunal does not consider it appropriate to make such an order. In the light of our findings, we do not make any order for the refund of the tribunal fees of £361 which have been paid by the Applicant.
70. The Respondent has indicated that they are minded to make an application for penal costs pursuant to rule 13(1)(b) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013. This is normally a "no costs" jurisdiction. Any party must meet the high threshold set by the Upper Tribunal in *Willow Court Management (1985) Limited v Alexander* [2016] 290 UKUT (LC). If, despite these observations, the Respondent decides to proceed with this application, the Tribunal will give further Directions.

Judge Robert Latham
19 August 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).