



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

Case reference : **LON/00AG/LSC/2026/0105**

Property : **7 Halstow, Queens Crescent, London
NW5 4E**

Applicant : **Paul Murphy**

Representative : **In person**

Respondent : **London Borough of Camden**

Representative : **Mr Will Beetson, counsel**

Type of application : **Section 27A Landlord and Tenant Act
1985 – payability of service charges**

Tribunal members : **Judge Tagliavini
Mr J Naylor FRICS FTPI**

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

Date of hearing : **3 August 2026**
Date of decision : **28 August 2026**

DECISION

The tribunal's decisions

- (i) The tribunal finds the applicant is liable to pay his demanded contribution to the cost of the roof works carried out to the Block known as **1-7 Halstow, Queens Crescent, London NW5 4EH**.
 - (ii) The tribunal finds the demands for payment are valid and do not include costs attributable to that part of the Estate known as 8-14 Halstow, London NW5.
 - (iii) The tribunal finds the roof works were carried out to a reasonable standard.
 - (iv) The tribunal finds the respondents method of apportionment of the charges to the applicant by way of 'rateable value' to be a fair and reasonable manner by which to calculate the service charges due from the applicant.
 - (v) The tribunal declines to make an order under s.20C of the landlord and Tenant Act 1985 and Schedule 11, para 5A of the commonhold and Leasehold Reform act 2002.
-

The application

- 1. This is an application made pursuant to s.27A of the landlord and tenant Act 1985 ('the 1985 Act') seeking the tribunal's determination as the payability of service charges.

Background

- 2. The applicant is a joint leaseholder of the subject property at **7 Halstow, Queens Crescent, London NW5 4E** - ('the property' _ pursuant to a lease dated 11 February 2002 and made between (1) the Respondent and (2) the Applicant and Caroline Sarah Murphy and granted for a term of 125 years.
- 3. The subject property is a flat in a purpose built block of flats. The roof on a number of the blocks on the Estate required repair and therefore the Respondent sent a notice of intention to carry out works. Subsequently, scaffolding was erected to both Blocks 1 – 7 and 8 – 14 Halstow in September and October 2024. The roof repair to 1 – 7 Halstow was completed in April 2025.

The issues

4. The applicant asserted that:
 - (i) He is not liable to pay for work which he states relates to 8 – 14 Halstow;
 - (ii) He is not liable to pay for work which was not of a reasonable standard.
5. The applicant did not dispute that the relevant consultation had been followed or that he had a contractual liability to contribute towards the cost of the roof works.

The lease

6. The relevant clauses of the lease provide:

Pursuant to Clause 1.1:

‘Block’ is defined as:

The building or part of the building in which the Flat is situated together with any other building or buildings on the Estate which are physically linked for the purpose of the provision of services

‘Category 2 Repairs’ are defined as:

These include all matters concerning the management and maintenance of the Estate (otherwise than as set out in Category 1 Services or Category 3 Improvements) being in the nature of general repairs (including the making good of structural defects) including repair of lifts entry-phones television aerials etc and in particular but without prejudice to the generality thereof all such matters (if any) as may be specified or listed in the Offer Notice as anticipated repair works

‘Category 2 Improvements’ are defined as:

These include all Works carried out to the Estate in the nature of an improvement including but without prejudice to the generality thereof all such works (if any) as may be specified as improvements in the Offer Notice

‘Estate’ is defined as:

The property known as St Silas Street Estate 2 Estate and shown edged with heavy black line on Plan 2 together with all buildings thereon and thereover and including the Common Parts

‘Flat’ is defined as:

The Flat described in the Premises and as further described in the First Schedule and flats has a corresponding meaning

‘Items of Expenditure’ is defined as:

All those items referred to in the Fifth Schedule the costs of which form the basis of the Service Charge

‘Plan’ is defined as:

The plan annexed hereto showing the location and extent of the Premises

‘Plan 2’ is defined as:

The Plan annexed hereto and showing the extent of the Estate

‘Premises’ is defined as:

All that Ground and first floor flat numbered 7 Halstow Queens Crescent London shown edged in red on the plan annexed hereto together with such garden area (if any) as may be shown coloured pink on the plan (hereinafter called the "Private Garden")

‘Reserved Property’ is defined as:

All that land and buildings comprised in the Estate but excluding the Premises and all other premises sold or let on long leases from time to time

‘Service Charge’ is defined as:

All those reasonable costs overheads and

expenses and outgoings incurred or to be incurred by the Landlord in connection with:

(a) the management and maintenance of the Estate

(b) the carrying out of the Landlords obligations and duties and providing all such services as are required or appropriate to be provided by the Landlord under the terms of the Lease and:

(c) the repair and maintenance, renewal, decoration insurance and management of the Block”

including all such matters set out in the Fifth Schedule

‘Service Cost’ is defined as:

the amount payable by the Tenant being the Specified Proportion of the Service Charge

‘Specified Proportion’ is defined as:

The proportion of the Service Charge payable in any relevant year by the Tenant calculated in accordance with the Fourth Schedule

7. The applicant also covenanted:

Pursuant to Clause 3.1:

To pay to the Landlord the Ground Rent and all other monies due under the Lease on - the Payment Dates and in the manner specified without any deduction set off or counterclaim

Pursuant to Clause 3.2.1:

To pay to the Landlord on demand by way of further additional rent subject to the restrictions set out below at Clauses 3.2.2 and 3.2.3 the Service Cost

Pursuant to Clause 4.2 the Respondent covenanted:

Subject to the payment by the Tenant of the Ground Rent and the Specified Proportion of the Service Charge and provided

that the Tenant has complied with all the covenants agreements and obligations on his part to be performed and observed to maintain repair redecorate renew and amend clean repoint paint grain varnish whiten and colour as applicable the following:-

Pursuant to Clause 4 .2.1:

The structure of the Block and in particular but without prejudice to the generality thereof the roofs foundations external and internal walls the window frames (but not the interior faces of such parts of the external or internal walls as bound the Flat or the rooms therein or glass in the windows) and timbers (including the timbers joists and beams of the floors and ceiling thereof) chimney stacks gutters and rainwater and soil pipes thereof

Pursuant to Paragraphs 4 and 5 of the Fourth Schedule:

The annual amount of the Service Cost payable by the Tenant as aforesaid shall be the Specified Proportion calculated either by

4.1 dividing the aggregate of the expenses and outgoings incurred in respect of the Items of Expenditure by the Landlord in the Specified Annual Period to which the certificate relates by the aggregate of the rateable values (in force at the end of such period) of all the premises within the Block and then multiplying the resultant amount by the rateable value (in force at the 31st March 1989) of the Premises PROVIDED ALWAYS that in the event of the abolition or disuse of the rateable value system for properties the references to rateable ,values herein shall be substituted by a reference to the floor areas of all the premises in the Block or on the Estate (where applicable) and apportioned accordingly or

4.2 in the case of those items for which the Landlord's expenses extend to the Estate or other Estates then a fair and reasonable proportion of the costs thereof attributable to the Premises such proportion to be determined by the Landlord's Finance Officer whose decision shall be final and binding or

4.3 such other method as the Landlord shall specify acting fairly and reasonably in the circumstances and from time to time and at any time (including but without prejudice to the generality thereof :my combination of methods)

5 The expression "the expenses and outgoings incurred by the Landlord" as

Hereinbefore used shall be deemed to include not only the Items of Expenditure which have been actually disbursed incurred or made by the Landlord during the Specified Annual Period in question but also such reasonable part of all such expenses outgoings and other expenditure herein included with the Items of Expenditure which are of a periodically recurring nature (whether recurring by regular or irregular periods) whenever disbursed incurred or made and whether prior to the Commencement of the Term or otherwise including a sum or sums of money by way of reasonable provision for anticipated expenditure in respect thereof as the Landlord may in its discretion subject to statutory restrictions (if any) allocate to the year in question as being fair and reasonable in the circumstances

Pursuant to Paragraph 1 of the Fifth Schedule:

The expenses of maintaining repairing redecorating and renewing (or replacing as appropriate) amending cleaning repainting painting graining varnishing whitening or colouring the Block and all parts thereof including the glass in all windows (other than the interior surface of the windows of the Flat) and window frames and all the appurtenances apparatus and other things thereto belonging including those items described in Clauses 4.2 and 4.3

The hearing

8. At an oral hearing of the application the applicant appeared in person. The respondent was represented by Mr Beeston of counsel. The tribunal was provided with a number of documents including a final hearing bundle of 550 digital pages which included a number of additional photographs of the block and adjoining blocks. The applicant also provided an assortment of plans and diagrams from the applicant, that were neither indexed or paginated and of little assistance to the tribunal in the absence of any explanation, as to which diagrams were relevant or what they demonstrated
9. Having heard the parties' oral evidence and submissions and considered the documents provided the tribunal makes its decision recorded above for the following reasons.

Reasons for the tribunal's decisions

Definition of the Block and Premises

10. The tribunal finds the extent of the applicant's premises are clearly defined in the lease and situated in a Block defined as 1-7 Halstow. The tribunal finds that flats 8-14 Halstow are contained in an adjacent block connected by shared walkway(s). The tribunal finds it was reasonable for the respondent to carry out works to both blocks at the same time, in order to take advantage of economies of scale and minimise costs to the leaseholders and frequently referred to them in correspondence as 1-14 Halstow for convenience.
11. The tribunal finds that, in accordance with the terms of the lease, the costs attributable to and demanded from the applicant, are the costs that have been incurred only in respect of Flats 1 to 7 Halstow. The tribunal finds these demands for payment do not include Flats 8-14; these having been separately identified and charged to the relevant leaseholders. therefore, despite the demands being headed Flats 1 to 14 Halstow, the applicant has only been required to pay his share that is due under the terms of the lease.
12. The tribunal accepted the oral and documentary evidence of Mr Harding and Mr Parratt and is satisfied that the roof works were carried out to a reasonable standard and were satisfied (i) they had remedied the ingress of water through the roof and (ii) they provided a reasonable solution to the potential difficulty identified by the increase in height of the roof in relation to the upstands of the dormer windows.
13. The tribunal finds the applicant's challenge to the standards of work to be evidentially weak, having been largely based on the chance remark of an unidentified workman and unsupported by any other documentary or oral evidence. This was in contrast to the evidence provided by the respondent in form of the oral and documentary evidence provided by Mr Stephen Harding, Major Works Team Leader and Mr Stuart Parratt, Area Technical Manager.
14. In conclusion, the tribunal finds the applicant is liable to pay his demanded contribution to the cost of the roof works carried out to a reasonable standard at a reasonable costs.
15. Further, the tribunal finds the demands for payment are valid and do not include costs attributable to that part of the Estate known as 8-14 Halstow, London NW5 and that any reference to that part of the Estate was only for ease of reference and convenience.

16. The tribunal finds the respondents method of apportionment of the charges to the applicant by way of 'rateable value' to be a fair and reasonable manner by which to calculate the service charges due from the applicant.
17. In view of the decisions above, the tribunal does not find it is just and equitable to make an order under s.20C of the landlord and Tenant Act 1985 and Schedule 11, para 5A of the commonhold and Leasehold Reform act 2002 and therefore, declines to do so.

Name: Judge Tagliavini

Date: 28 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 should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

The application for permission to appeal must arrive at the Regional Office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the Tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).