



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

Case reference : **LON/00AG/LSC/2026/0173**

Property : **221 Weddington Road, London NW5
4PQ**

Applicant : **Anna Chalabi Prat**

Representative : **In person**

Respondent : **London Borough of Camden**

Representative : **Mr Will Beetson of Counsel**

Type of application : **For the determination of the liability to
pay service charges under section 27A of
the Landlord and Tenant Act 1985**

Tribunal members : **Judge Candlin and Mr Duncan Jagger
MRICS**

**Date and venue of
hearing** : **11 September 2026 at 10 Alfred Place,
London WC1E 7LR**

Date of decision : **5 October 2026**

DECISION

Decisions of the tribunal

The tribunal makes the determinations as set out at para 50ff of this Decision.

The Application

1. The Applicant is a long leaseholder of the property known as 221 Weddington Road, London, NW5 4PQ (“the Property”) pursuant to a lease dated 20 January 1992 (“the Lease”) [p561].
2. The Property is a purpose built three-bedroom third floor flat forming part of a 4-storey block approached via common parts with communal gardens. It is part of the Weddington Estate, which comprises 526 dwellings set over 8 individual blocks of which the Respondent is landlord.
3. The relevant clauses in the Lease were itemised in the skeleton argument of Mr Beetson, counsel for the Respondent, and no issue was raised with their being the relevant clauses.
4. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 (“the 1985 Act”) as to whether the major works annual adjustment charge for the year ending 31 March 2025, invoiced under reference 1104882957 in the total sum of £6,691.26, is payable and if so, in what sum (“the Disputed Charges”).
5. The Disputed Charges are set out in the invoice for the FYE 31.3.26 [65] and consist of:
 - i) Communal heating and hot water works (RPK/1005) (£5,876.55) (“the works”)
 - ii) A supervision fee (RPK/1007) (£187.09), and
 - iii) Indirect Costs (£627.62)

Inspection

6. 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.

The Issues

7. The grounds of the Applicant’s challenges were agreed to be fairly summarised as follows:
 - i) That a proportion of the increase in the costs of the works compared to the sum set out in the notice of intention is related to asbestos removal and door replacement programme which she states are not recoverable from the leaseholders.

- ii) The scope of the works undertaken differs materially from the works described in the Section 20 consultation, and a further consultation should therefore have been carried out.
- iii) The sum charged to date for the works exceeds the estimate provided in the section 20 consultation notice.
- iv) Works costs are not payable because there are defects and/or issues with the heating system installed to date.
- v) The supervision fee and indirect costs are not payable due to the works not being completed on time and to a reasonable standard.

The Hearing

- 8. The Tribunal adopted a fairly informal approach to the hearing. They heard opening submissions first from Mr Beetson and then from the Applicant. This was followed by the Applicant asking questions of both the Respondent's witnesses, Mr Harding (Major Works Team Leader) and Mr Nilay Patel (Project Manager within the Capital Works Team), and in the process giving evidence herself to support her case and being challenged by the Respondent's witnesses on that evidence.
- 9. The Tribunal asked Mr Beetson if in light of all the evidence already heard from the Applicant he wished to cross examine her and he declined, on the understanding that the Respondent continued to contest all the elements of her claim.
- 10. The parties gave closing submissions and the Tribunal then took time to consider its determination.

The Background

- 11. The estate consists of 526 flats, about two-thirds of which are owned by the Respondent and the remainder are owned by private leaseholders.
- 12. In 2019, the Respondent commissioned works to replace the heating and hot water system starting with a s20 consultation process. On 23 June 2021, the Applicant received a notice of proposal which set out that the estimated costs for the Property were £18,143.67 [48].
- 13. The Respondent tendered the works to the contractor Cenergist Limited who proceeded with the works until unfortunately they went into administration in July 2025.
- 14. Due to the discovery of asbestos during the works and other issues requiring a design change, the specification of the works was varied by a deed of variation dated on or around October 2022 (an unsigned copy of which is at [103]) ("the Deed of Variation").

15. The Applicant moved into the Property in October 2023. In September 2024, she received her first service charge invoice for the year 2023-24 which she did not take issue with.
16. In September 2025, the Applicant received the service charge invoice for the Financial Year Ending 30 March 2026 in the sum of £6691.26 [598] (“the invoice”) which the Applicant contests by way of this application.

Issue 1: That a proportion of the increase in the costs of the works compared to the sum set out in the notice of intention is related to asbestos removal and door replacement programme which she states are not recoverable from the leaseholders.

17. The Applicant was concerned that although the Respondent had agreed not to charge for asbestos removal, she was not confident that all charges for asbestos had in fact been removed from the invoice.
18. The Applicant compared the Bill of Quantities for another block on the estate, Grafton Road, which showed that £140,291 of asbestos-related expenditure was still present [70]. Mr Harding pointed out however that this sum was deducted by a later entry [80].
19. Nevertheless, the Applicant remained distrustful of the Respondent’s reliability in removing all charges relating to asbestos. She was concerned about the lack of documentation she had received from the Respondent despite all her requests over the course of the litigation. She compared the Bills of Quantities to the detailed budgets she produces as a project manager in the film industry and considered that they fell far short of the detail she would expect.
20. The Respondent agreed that some small sums of asbestos-related charges had been charged in the early years of the works. Mr Harding assured the Applicant, however, that these charges would, in the final calculation at the end of the works, be reimbursed to leaseholders by way of deduction from the final service charge due.
21. As to the door replacement programme, Mr Harding stated that this had been required because a change of design involved pipework going through the door panel of each flat rather than through the masonry wall. This uncovered asbestos which needed removing and in the process, all front doors to the flats were removed. Mr Harding stated that the Respondent had absorbed all the related extra costs but the Applicant remained sceptical that such sums had actually been deducted from the invoice.

Issue 2: The scope of the works undertaken differs materially from the works described in the Section 20 consultation, and a further consultation should therefore have been carried out.

22. The Applicant contended that leaseholders should have been made aware of the change to the specification before the Deed of Variation was signed in October 2022. She considered that this changed the specification of the works so significantly that a further s20 consultation should have taken place.
23. Mr Harding stated that the original contract was for design and build and that it was entirely normal for a schedule of works as significant as this one to require alterations to the design as the works progressed. The nature of the works themselves had not changed, they remained for the purpose of renewing the communal heating and hot water system, and accordingly no further s20 consultation process was required.

Issue 3: The sum charged to date for the works exceeds the estimate provided in the section 20 consultation notice

24. The Respondent's case as evidenced by Mr Harding and Mr Patel was that Cenergist was instructed pursuant to the s20 consultation process and that the Notice of Proposal dated 23 June 2021 [48] sent to leaseholders informed them that the figure of £18,143.67 was an estimate only.
25. The Tribunal noted that at the top of p54 the Notice states "Your contribution towards these works is £18,143.67" without reference to 'estimated' but does note that the remaining references to total cost are prefaced with 'estimated'.
26. Mr Harding reiterated that the contract entered into with Cenergist was a design and build contract. The initial basis of the proposed design had been assisted by the Respondent's own mechanical engineers but once Cenergist were instructed, they took over and developed these designs.
27. As the project developed, Cenergist realised that the design needed amending and accordingly they entered the Deed of Variation in October 2022 by which the initial design was varied as to those elements highlighted in red at [127ff].
28. As a consequence of the variation, the estimated cost of the overall works increased from £6,793,729.71 to £7,467,705.61, an increase of £673,975.90 or 9.92%. The Respondent acknowledged that it did not inform leaseholders of the Deed of Variation or increase in cost of the works.
29. The Applicant accepted that when she bought the Property in October 2023, she knew about the works. She asserted, however, that if the Respondent had informed leaseholders of the increase in the estimate when the Deed of Variation was signed in October 2022, she would have been on notice of the extra service charges she could expect.
30. The Respondent highlighted the advice received by the Applicant from her conveyancing solicitors in a Report on Contract and Title prior to

- her purchase of the Property [315] that in their experience, a service charge could be expected to increase up to 30%.
31. The Applicant noted that the difference in the originally estimated service charge of £18,143.67 and the total including that raised for FYE 2025 of £21,152.21 [36] was 18%. She further noted that there was a demand for FYE 2026 which took the increase from the original sum to 25%. The Respondent countered firstly that the service charge for FYE 2026 was not in issue in these proceedings but even if it were, a 25% increase was still within what the Applicant had been warned was possible by her conveyancing solicitors; and secondly that the service charge for FYE 2025 increased the original sum by a more modest 18% which was well within the parameters of which she was warned.
 32. Overall, the Respondent therefore submitted that an increase of 18% which was the relevant figure for the service charge under review namely FYE 2025 was entirely normal for a contract of this type.
 33. The Applicant raised a further issue with regard to her understanding that the total sum payable for her share of the works would be £18,143.67. She referenced a document [598] which she said she had both downloaded from the Camden portal and had also received in the post, putting the estimated service charge at £0. She said that this had reasonably led her to believe that no further sums beyond the £18,143.67 were due.
 34. Mr Harding denied that such a document would ever have been visible on the portal much less sent in hard copy to leaseholders. He did concede however, upon instruction from the Respondent, that from 2026, these documents were visible to leaseholders on the portal.
 35. Mr Harding's evidence however was that whether such a document was seen or unseen by leaseholders, the fact that the estimated service charge was set at £0 was merely an accounting device to prevent double (or more) counting of each leaseholder's estimated service charge. It did not indicate that no further service charge relating to the works would be raised against the leaseholders.
 36. Mr Harding also said that there was only a period of two days between 3rd-5th September of any year in which the estimated service charge would stand at zero, because after the service charge of the previous year was paid, the estimate would be replaced with the service charge for the following year.
 37. Mr Beetson submitted that this issue in any event was a red herring. In whatever manner the Respondent's accounting system worked, the entry on the said document of an estimated service charge of £0 did not alter the fact that the original estimate of £18,143.67 was only an estimate and further service charges beyond that figure could be payable.

Issue 4: Works costs are not payable because there are defects and/or issues with the heating system installed to date.

38. The Applicant asserted that the works to the communal heating and hot water had not been done to a reasonable standard. Evidence of this was that on occasions, there had not been hot water to all the flats on demand. The only documentary evidence in the bundle was of a text referring to such an incident on 21 April 2026 [286] which the Applicant conceded post-dated the service charge under review. She said she had other text messages, albeit not in the bundle, relating to earlier incidents.

39. Mr Harding stated that he was aware of the incident in April 2026, that it had been caused by increased demand for hot water and one of the three boilers (which had been installed in 2016 and were not replaced as part of the works) breaking down. This had been fixed and it was not expected to happen again, least of all over the coming winter. He had no knowledge of any other such incidents.

Issue 5: The supervision fee and indirect costs are not payable due to the works not being completed on time and to a reasonable standard.

40. An example of indirect costs was the prolongation costs. The Respondent accepted that the project had taken longer than expected due in large part to the original contractor Cenergist going into administration in July 2025. This had required the Respondent to find another contractor prepared to take on a large task part way through. The Respondent accepted that it would not charge for prolongation costs caused for example by re-scoping or duplication of work but they were passing on prolongation costs such as an increase in the price of materials and labour due to inflation.

41. The Applicant was concerned that no entry in the Bill of Quantities could readily be identified as a prolongation cost which she could be confident would be deducted from her service charge bill. She was therefore not confident that any prolongation costs would actually be deducted. Furthermore, she argued that she should not be responsible for inflationary rises in materials and labour because the works should have been carried out in a timely fashion and finished on schedule.

42. Mr Harding's evidence was that Cenergist entering administration was entirely outside the Respondent's control and that the Respondent had reasonably agreed to absorb substantial prolongation costs but inflationary rises in materials and labour were a reasonable and foreseeable cost to pass onto the leaseholder.

43. As to the detail of the Bill of Quantities [66], Mr Harding said that prolongation costs fell under all sorts of entries and it was not as simple as describing the sundry types of prolongation works under the sole entry 'prolongation'.

44. As to the supervision fee of £187, the Applicant asserted that if the works had been completed on time, there would be no need for ongoing supervision. Mr Patel explained that originally there had been on site supervision twice per week but it had now been reduced to once per week. Supervision was required for as long as the works continued and was a normal part of responsibly carrying out major works.
45. Mr Patel conceded that effectively this was a prolongation cost but did not consider it unreasonable to pass onto the leaseholder.
46. As to the indirect costs, the Applicant queried why she should be charged for fire safety services within the indirect costs for the major works when she is already charged for fire safety services within her ordinary service charge.
47. Mr Harding by way of documents at [257] explained to the Tribunal the way in which the indirect costs are calculated. The various common elements of all major expenditure, of which the communal heating and hot water works are just part, are aggregated and then divided by the entire major works budget. This provides a percentage, which in this case was 10.63%. That percentage charge is then levied against each individual major works project and raised by way of indirect costs for major work in the leaseholder's service charge.
48. Mr Harding explained that fire safety services is a necessary part of the indirect costs and an overall figure of between 10—15% is common for indirect costs.
49. Finally, the Respondent emphasised that it is not enforcing payment of the Disputed Charges until the works are fully completed and the final invoice can be prepared.

The Tribunal's Determination.

50. The Tribunal's determination in respect of each head of dispute is as follows.

Issue 1: That a proportion of the increase in the costs of the works compared to the sum set out in the notice of intention is related to asbestos removal and door replacement programme which she states are not recoverable from the leaseholders.

51. The Tribunal had some sympathy with the Applicant's lack of trust in the Respondent and considered that it would have been helpful to leaseholders if the Respondent had communicated better and more frequently to keep them up to date on the progress of the works, the reasons for the delays, and the consequent increase in the estimated service charge.
52. The Tribunal agreed that whether or not the Applicant did in fact receive prior to disclosure in these proceedings the document at page 598 stating that the estimated service charges were £0, and whatever

- the accounting methods justifying its use by the Respondent, such a document if seen by leaseholders was likely to confuse.
53. The Tribunal also accepted that the fact that the Applicant had not received all the documentation she requested in respect of the service charges until she brought proceedings and even then some remained outstanding, may have caused some distrust in the Applicant.
54. The Tribunal also accepted that it wasn't possible from the Bill of Quantities to understand under what head of expense every item might fall.
55. Mr Harding had explained that the Bill of Quantities was only ever a snapshot of, as it were, the 'moveable feast' of the works as a whole. The Applicant could not simply cross reference a Bill of Quantities against a service charge invoice for any one year because the two would not wholly reconcile.
56. The Tribunal accepted the Applicant's evidence that the Respondent's systems were not as readily comprehensible as the project management spreadsheets that she dealt with in her own employment.
57. Nonetheless, the Tribunal considered that the Respondent's systems were adequate for the task and the Tribunal was not persuaded that the Respondent could not be trusted in the final reckoning to deduct all sums for asbestos and door replacements from the final bills.
58. Accordingly, the Tribunal was not satisfied that a proportion in the increase in the costs of works compared to the sum set out in the notice of intention will, in the final reckoning, include sums which are not recoverable such as sums relating to asbestos removal and the door replacement programme.

Issue 2: The scope of the works undertaken differs materially from the works described in the Section 20 consultation, and a further consultation should therefore have been carried out.

59. The Tribunal accepted the Respondent's submission that the Deed of Variation was a standard means of formalising the normal occurrence of works varying as works proceeded. The Tribunal considered that the works were very substantial and it was not surprising that changes to the design and build were required during the course of delivery.
60. Furthermore, the Tribunal was satisfied that the essential scope of the works, despite the variation in design and build, remained the same and that accordingly, a further s20 consultation was not required.

Issue 3: The sum charged to date for the works exceeds the estimate provided in the section 20 consultation notice

61. The Tribunal accepted that the sum charged for the works exceeded the estimate provided in the s20 consultation notice but that given it was only ever an estimate it was always subject to change.

62. Whilst the heading in the letter at [54] could have been clearer by adding “estimated” to “Your contribution towards these works is £18,143.67”, nevertheless further down the same page the sums were clearly set out as estimated costs.
63. Further, the Applicant was explicitly warned that such sums were estimates by her conveyancing solicitor prior to purchase of the Property.
64. Accordingly, the Tribunal considered that it was reasonable for the cost of the works to have exceeded the estimate provided in the s20 consultation notice.

Issue 4: Works costs are not payable because there are defects and/or issues with the heating system installed to date.

65. The Tribunal accepted that there had been a hot water outage on 21 April 2026 but this was outside the dates for the relevant service charge FYE March 2025.
66. Although the Applicant stated she had texts relating to earlier incidents, they were not in the bundle and as such, the Tribunal could not be satisfied either that they did actually occur or that, even if they did, they were of such severity as to render the works defective.
67. Accordingly, the Tribunal concluded that any defects or issues with the communal heating and hot water system were not such as to render the works costs unpayable.

Issue 5: The supervision fee and indirect costs are not payable due to the works not being completed on time and to a reasonable standard.

68. The Tribunal considered that the prolongation costs were an inevitable consequence of Cenergist having unfortunately gone into administration through no fault of the Respondent's. It was satisfied that the Respondent had borne some of the prolongation costs such as the re-scoping but was entitled to pass on others such as inflationary rises in materials and labour.
69. The Tribunal did not consider that the Respondent had acted unreasonably in apportioning the prolongation costs as it had done.
70. As to the supervision fee, the Tribunal noted that the frequency of supervision had reduced from twice a week to once a week and was satisfied that the same was reasonable for as long as the works were continuing.
71. Further, the Tribunal considered that the indirect costs fell within the normal percentage range of such costs and were entirely reasonable. They did not consider that the inclusion of fire safety services both

within indirect costs for the works and within the Applicant's regular service charge was double counting.

Section 20C LTA 1985 application

72. In the circumstances, the Applicant's application for a s20C determination does not fall for consideration.

Name: Judge Candlin

Date: 5 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).