FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	HAV/00HB/LSC/2026/0089
Property	**:**	Apartments 62, 49, 51, 53, 57, 61 & 64 The Vincent Redland Hill Bristol BS6 6BT
Applicant	**:**	Stephen Kenneth Johnson & Margaret Johnson – number 62 – and other leaseholders.
Representative	**:**	None
Respondent	**:**	Pegasus Life Development Ltd
Representative	**:**	Osborne Clarke LLP
Type of Application	**:**	Landlord and Tenant Act 1985 determination of liability to pay and/or reasonableness of service charges. An order under Section 20C that the costs incurred by the Landlord are not to be regarded as relevant costs when determining service charge payable by the Applicants.
Tribunal Member	**:**	Mr I R Perry FRICS
Date of Decision	**:**	12th November 2026

DECISION

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Summary of the Decision

The Tribunal determines that the element of service charge for building insurance for the years 2025 and 2026 are payable by each of the Applicants in the sum of £560.50 for each year.

The Tribunal declines to make an order under s20C in respect of the Landlord's costs incurred in relation to this Application.

Background

1. The initial application from Mr & Mrs Johnson, dated 26th February 2026, sought a determination regarding the payability of the amount of service charge payable for buildings insurance for the years 2025 and 2026 for their apartment within The Vincent, Redland Hill, BS6 6BT.

2. The amount paid by the Applicants was £560.50 for 2025 and the same amount for 2026.

3. The leaseholders of apartments 49, 51, 53, 57, 61 & 64 were later joined to the application.

4. Apartment 62 is described in the application as :=-

   "A one-bedroom apartment in the smallest modern purpose-built block (3 below) at The Vincent built in 2019. The living area measures 725 sq ft.

   The Vincent is an over 60s development (residents have an average of 83 years) and comprises three blocks:

   1. Queen Victoria House - a Victorian mansion built around 1886 containing 25 apartments (total 24913 sq ft living space). The ground floor also houses entrance, residents' lounge and restaurant area. 2.

   2. Block A (Charlotte) - a modern purpose built block comprising 22 apartments (total 20964 sq ft living space) built in 2019.

   3. Block B (Jacob)- a modern purpose built block comprising 17 The Property is described in the application as a 'purpose built block of 20 apartments with three cores.'

5. The Applicant explains that:

   "When my wife and I moved to Apartment 62 in 2020, the Buildings Insurance was apportioned in separate blocks as each block paid its own service charges. (Management Company- Rendall and Rittner)

   In 2024 the single Buildings Insurance premium was apportioned in separate blocks when the largest and oldest building at The Vincent, Queen Victoria House, (see 2.3) was charged the largest portion of the Buildings Insurance premium. (Management Company- Pegasus Homes Customer Operations Ltd.)

> In 2025, the Company moved the Buildings Insurance irrationally because, as stated in their email of 18 December 2024, "it is unfair for Queen Victoria House (see 2.3) to be charged the lion's share when it houses the majority of the communal spaces". As a result all residents were charged a portion of the amalgamated Buildings Insurance premium. (Management Company Pegasus Homes Customer Operations Ltd.)".

6. Following a number of procedural issues a Case Management Hearing was held on Thursday 20th August 2026. It became clear that the Parties were citing two versions of the lease. The Tribunal then issued directions, and a hearing was arranged for 3rd December 2026.

7. On 15th October 2026 the Respondent's representative submitted a further Case Management Application requesting that the in-person hearing be dispensed with and that the matter be dealt with by paper determination.

8. The Tribunal was informed that the Parties had formally agreed the version of the lease that they should rely on, being the official copy as filed at HM Land Registry.

9. On 18th October 2026 the Applicants emailed the Tribunal in support of the Respondent's application to vacate the hearing and for the matter to be determined on the papers.

10. The Tribunal vacated the hearing arranged for 3rd December 2026 and the matter was listed to be determined on the papers on 12th November 2026.

11. The Tribunal was provided with a bundle of 308 electronic pages comprising 306 numbered pages and 2 title pages. References to the bundle relate to the paginated pages thus, [page number].

Submissions

12. The parties disagree regarding the construction of the Lease. This includes whether the reference to "the building" should be interpreted to mean only Block B or broadly to encompass all integrated residential structures at The Vincent.

13. There is a further dispute as to whether the Landlord is entitled to apportion insurance as an Estate cost rather than a Block cost. Finally, the parties disagree on whether the current premium of £560.50 satisfies the statutory test of reasonableness under Section 19 of the Landlord and Tenant Act 1985.

14. The Applicants' Position Statement is clearly set out [47] and is not repeated in full here. They maintain that Clause 5.1 in Schedule 6 of the Lease requires them to pay buildings insurance for "the building" which in this instance should only refer to Block B because this is the Block of which Apartment 62 is a part.

15. There is a further dispute as to whether the Landlord is entitled to apportion insurance as an Estate cost rather than a Block cost.

16. The Parties further disagree whether the current premium of £560.50 is reasonable viewed under Section 19 of the Landlord and Tenant Act 1985.

17. The Respondent's Statement of Case is also clearly set out [127] and does not need to be repeated here. The Landlord maintains that the Lease supports an Estate-wide apportionment.

18. The Applicants believe they have proved that the Respondent has not acted in accordance with the Lease and request the Tribunal make an order under Section 20C in respect of the costs of this Application.

19. The Applicants submitted a reply to the Respondents' Statement of Case [127]

The Lease

20. The Tribunal was supplied with a copy of the agreed Lease [171].

21. The "Apartment Floor Plan" shows its position within "the Building" [182]. "Plan 3 The Building and the Estate" is "the Building and its position in the Estate" [183].

22. "Building" is defined as the building or buildings constructed on or to be constructed on "the Estate" in which "the Residences including the Apartment are located" [193].

23. "Estate" is defined as "the land and buildings (including the Building the Residences the Common parts and anything else on it)…"[193].

24. "Residences are defined as "the Apartments erected on or to be erected on the Estate…"[197].

25. "Common Parts" are defined as "the External Common Area and Items, the Internal Common Areas and items together with any other common areas of the Building or Estate that are not the Apartment or any of the Residences".

26. The "Landlords Obligations" include the provision for "the Landlord to insure the Building and (to the extent necessary) the Estate…."[218].

Consideration and Findings

27. The Applicants do not dispute that the Respondent should obtain buildings insurance for the whole Estate on a single basis. Hopefully this will achieve some savings of scale to everyone's benefit.

28. The Tribunal understands the Applicants position caused by the change in the way that insurance costs have been calculated, initially they had been on a block-by-block basis.

29. However, the three blocks are functionally integrated with communal facilities. The blocks are not managed on an individual basis, rather the Estate is managed as per the Lease definitions, as an overall Estate.

30. Most importantly, given the definitions of Buildings and Estate within the Lease, and no apparent reference to blocks, the Tribunal determines that the Landlord has acted correctly in the apportionment of the premiums for buildings insurance for the years in question. The proper interpretation of the Lease is that "Building" as defined in the Lease includes all three blocks.

31. It follows that the Application fails and the amount of the Service Charge payable by the Applicants for Building Insurance for the years 2025 and 2026 is £560.50 for each year.

32. The Tribunal has also considered the Applicants request to make an order under s20c Landlord and Tenant Act 1985. The Applicants suggest that the Landlords response has been disproportionate given the amount at issue.

33. The Tribunal considers that this was an important case with repercussions for all of the leaseholders at The Vincent and possibly other developments owned by the Respondent.

34. Given that the Application has failed the Tribunal will not make such an order.

RIGHTS OF APPEAL

35. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case by email at rpsouthern@justice.gov.uk

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

32. If the person wishing to appeal does not comply with the 28- day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28- day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

33. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.