

Residential Property Tribunal for Wales

Y Tribiwnlys Eiddo Preswyl

Leasehold Valuation Tribunal

Reference LVT/0014/07/25 and LVT/0020/10/25

In the matter of Flat 2 15 Bay View Road Colwyn Bay LL29 8DW

And in the matter of an application under s27A, s19 and s20C of the Landlord and Tenant Act 1985

Applicant: Eric George Smith (Tenant)

Respondent: David John Lombard (Landlord)

Tribunal panel: Gwyn Eirug Davies - Tribunal Judge

Tom Daulby MRICS – Surveyor member

Eifion Jones JP – Lay member

Representation: Neither party was represented and both had agreed to the matter being dealt with on the papers and without a hearing. An inspection was undertaken by the tribunal panel on the 31st March 2026 with Mr Smith and Mr Lombard in attendance.

Decision:

The service charges payable are as follows:

2019 - £226.37

2020 - £247.90

2021 - £257.97

2022 - £341.50

2023 - £273.00

2024 - £753.11

2025 - £315.94

No section 20C order is made

1. The freehold interest in the property known as 15 Bay View Road Colwyn Bay LL29 8DW (the Property) is vested in the Respondent. The Property comprises 5 self-contained flats. The Applicant is the occupier of Flat 2 under a lease (the Lease) dated the 30th April 1993 for a term of 999 years from the 1st December 1992. The Applicant is the original lessee of Flat 2. The Landlord occupies flat 3 and is also the owner of the adjoining property number 16 Bay View Road.
2. The original application related to the service charge demand for 2024. Subsequently the Applicant submitted a further application to consider the service charges for the years 2019 to 2026 inclusive. However, given that no service charge demand has been issued and no payment on account has been sought, then we are not able to consider an application in relation to 2026. The Applicant also seeks an order limiting the costs of the Respondent under section 20(c) of the 1985 Act
3. Having reviewed the papers, the Procedural Chairman issued directions on the 6th August 2025, amended directions were issued on the 9th October 2025 with this order being further amended on the 3rd November 2025 (the further amended order incorrectly notes the year as 2026)
4. The Procedural Chairman identified the following issues that may need to be determined, namely:
 - i) The service and administration charges payable for the service charge years
 - ii) Whether (if relevant) the consultation requirements have been complied with and whether section 20 of the Act limits the payable service charges
 - iii) Whether the requirements of section 21B of the 1985 Act have been complied with and the service and administration charges have been properly demanded
 - iv) Whether the costs are payable by reason of section 20B of the 1985 Act
 - v) Whether administration fees claimed are reasonable and payable
 - vi) Whether certain contracts constitute Qualifying Long-Term Agreements (QLTA)
 - vii) Whether an order under section 20C of the 1985 Act should be made.
5. The reference to the 1985 Act means The Landlord and Tenant Act 1985. This Act is referred to as 'the Act' in this decision.
6. The relevant sections of the Act for the purposes of this decision are set out below:

Section 19

Limitation of service charges: reasonableness.

(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.**

(2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

(2A)

(2B)

2C)

(3)

(4)

(5) If a person takes any proceedings in the High Court in pursuance of any of the provisions of this Act relating to service charges and he could have taken those proceedings in the county court, he shall not be entitled to recover any costs.

Section 20

Limitation of service charges: consultation requirements

(1) Where this section applies to any qualifying works or qualifying long term agreement, the relevant contributions of tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have been either—

- (a) complied with in relation to the works or agreement, or**
- (b) except in the case of works to which section 20D applies,] dispensed with in relation to the works or agreement by (or on appeal from) [the appropriate tribunal].**

(2) In this section “relevant contribution”, in relation to a tenant and any works or agreement, is the amount which he may be required under the terms of his lease to contribute (by the payment of service charges) to relevant costs incurred on carrying out the works or under the agreement.

(3) This section applies to qualifying works if relevant costs incurred on carrying out the works exceed an appropriate amount.

(4) The Secretary of State may by regulations provide that this section applies to a qualifying long-term agreement—

- (a) if relevant costs incurred under the agreement exceed an appropriate amount, or**
- (b) if relevant costs incurred under the agreement during a period prescribed by the regulations exceed an appropriate amount.**

(5) An appropriate amount is an amount set by regulations made by the Secretary of State; and the regulations may make provision for either or both of the following to be an appropriate amount—

(a) an amount prescribed by, or determined in accordance with, the regulations, and

(b) an amount which results in the relevant contribution of any one or more tenants being an amount prescribed by, or determined in accordance with, the regulations.

(6) Where an appropriate amount is set by virtue of paragraph (a) of subsection (5), the amount of the relevant costs incurred on carrying out the works or under the agreement which may be taken into account in determining the relevant contributions of tenants is limited to the appropriate amount.

(7) Where an appropriate amount is set by virtue of paragraph (b) of that subsection, the amount of the relevant contribution of the tenant, or each of the tenants, whose relevant contribution would otherwise exceed the amount prescribed by, or determined in accordance with, the regulations is limited to the amount so prescribed or determined.

Section 20ZA

Consultation requirements: supplementary

(1) Where an application is made to the appropriate tribunal for a determination to dispense with all or any of the consultation requirements in relation to any qualifying works or qualifying long term agreement, the tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements.

(2) In section 20 and this section—

- **“qualifying works” means works on a building or any other premises, and**
- **“qualifying long term agreement” means (subject to subsection (3)) an agreement entered into, by or on behalf of the landlord or a superior landlord, for a term of more than twelve months.**

(3) The Secretary of State may by regulations provide that an agreement is not a qualifying long-term agreement—

(a) if it is an agreement of a description prescribed by the regulations, or
(b) in any circumstances so prescribed.

(4) In section 20 and this section “the consultation requirements” means requirements prescribed by regulations made by the Secretary of State.

(5) Regulations under subsection (4) may in particular include provision requiring the landlord—

(a) to provide details of proposed works or agreements to tenants or the recognised tenants’ association representing them,

(b) to obtain estimates for proposed works or agreements,

(c) to invite tenants or the recognised tenants' association to propose the names of persons from whom the landlord should try to obtain other estimates,

(d) to have regard to observations made by tenants or the recognised tenants' association in relation to proposed works or agreements and estimates, and

(e) to give reasons in prescribed circumstances for carrying out works or entering into agreements.

(5A) And in the case of works to which section 20D applies, regulations under subsection (4) may also include provision requiring the landlord—

(a) to give details of the steps taken or to be taken under section 20D(2),

(b) to give reasons about prescribed matters, and any other prescribed information, relating to the taking of such steps, and

(c) to have regard to observations made by tenants or the recognised tenants' association in relation to the taking of such steps.]

(6) Regulations under section 20 or this section—

(a) may make provision generally or only in relation to specific cases, and

(b) may make different provision for different purposes.

(7) Regulations under section 20 or this section shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament.

Section 20C

20C Limitation of service charges: costs of proceedings.

(1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a court, residential property tribunal or leasehold valuation tribunal or the First tier Tribunal], or the Upper Tribunal, or in connection with arbitration proceedings, are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.

(2) The application shall be made—

(a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to the county court; in the case of proceedings before a residential property tribunal, to a leasehold valuation tribunal;

(b) in the case of proceedings before a leasehold valuation tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any

leasehold valuation tribunal; in the case of proceedings before the First-tier Tribunal, to the tribunal;

(c) in the case of proceedings before the Upper Tribunal, to the tribunal;

(d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to the county court.

(3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

Section 27A

27A Liability to pay service charges: jurisdiction

(1) An application may be made to the appropriate tribunal for a determination

whether a service charge is payable and, if it is, as to—

(a) the person by whom it is payable,

(b) the person to whom it is payable,

(c) the amount, which is payable,

(d) the date at or by which it is payable, and

(e) the manner in which it is payable.

(2) Subsection (1) applies whether or not any payment has been made.

(3) An application may also be made to the appropriate tribunal for a determination

whether, if costs were incurred for services, repairs, maintenance, improvements,

insurance or management of any specified description, a service charge would be

payable for the costs and, if it would, as to—

(a) the person by whom it would be payable,

(b) the person to whom it would be payable,

(c) the amount which would be payable,

(d) the date at or by which it would be payable, and

(e) the manner in which it would be payable.

(4) No application under subsection (1) or (3) may be made in respect of a matter which—

(a) has been agreed or admitted by the tenant,

(b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,

(c) has been the subject of determination by a court, or

(d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.

(5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

(6) An agreement by the tenant of a dwelling (other than a post-dispute arbitration agreement) is void in so far as it purports to provide for a determination—

(a) in a particular manner, or

(b) on particular evidence,

of any question which may be the subject of an application under subsection (1) or (3).

(7) The jurisdiction conferred on the appropriate tribunal in respect of any matter by virtue of this section is in addition to any jurisdiction of a court in respect of the matter.

7. The Landlord can only recover costs incurred if the Lease authorises the recovery of the expenditure by way of a service charge. The relevant clauses in the Lease are the following:

3.1 To pay to the Landlord on demand one fifth of the amount spent in carrying out the obligations in the Lease to provide services.

3.10 If the occupiers of the property and occupiers of the other property share the benefit of any of the following;

party walls, party structures, yards, gardens, roads, paths, gutters, drains, sewers, pipes, conduits, wires and cables

to contribute a fair proportion (fixed by a surveyor nominated by the Landlord) of the cost of their repair, maintenance and cleaning on demand. This obligation does not restrict any other obligation imposed by this Lease.

4.5 To provide the services listed in the Third Schedule (the reference to the 'Third Schedule' is an obvious error and should read the 'Fourth Schedule') for all the occupiers of the building and in doing so

i) the Landlord may engage the services of whatever employees, Agents, Contractors, Consultants and Advisers the Landlord considers necessary

ii) The Landlord shall not be liable for any failure or delay caused by industrial disputes shortage of supplies, inclement weather and other causes beyond the control of the Landlord.

The Fourth Schedule

Services to be provided

- 1. Repairing the roof, foundations and common parts of the building*
 - 2. Decorating the outside of the building every three years*
 - 3. Repairing and maintaining those sewers drains pipes wires and cables in the building and its grounds which serve both the property and other parts of the building*
8. We are satisfied that the Landlord is entitled to recover expenditure on the matters specified in the Lease by way of a service charge and that Mr Smith is liable to discharge one fifth of that total expenditure.
9. We are also satisfied that the demand for payment of the service charge complies with the requirements of section 21B of the Act in that it was accompanied by 'a Summary of the rights and obligations of tenants of dwellings in relation to service charges.' In addition, the notice complies with the requirements of **The Service Charges (Summary of Rights and Obligations and Transitional Provisions (Wales) Regulations 2007** as it contains the prescribed wording as set out in regulation 3 in both Welsh and English. The summary of rights needs to be served with every service charge demand.
10. We have considered all the evidence and submissions provided in writing prior to the hearing and the information acquired during our inspection. We also rely on our own knowledge experience and expertise in making our determination. Mr Lombard provided witness statements purported to have been made by the occupiers of the second floor flat in the Property and by the occupiers of the second-floor maisonette in number 16 Bay View Road. The two witness statements are identical (save for the name of the makers and the date of occupation of their respective flats) and although signed by the deponents they do not contain a statement of truth. Accordingly, we have placed no evidential weight on these witness statements.
11. The service charge accounts are delivered in January of each year in arrears and are uncomplicated in nature. They include an arbitrary charge for general maintenance and upkeep of the common parts, the buildings insurance and the

annual fire alarm and lighting service. Additional charges are incurred in some years.

12. Mr Lombard undertakes the maintenance and repair work himself and issues invoices through a company called Decorum Plasterworks Limited which is owned by him. Mr Lombard argues that undertaking the repair and maintenance himself is more economical and cost effective for the tenants. Mr Lombard does not engage third party contractors, save for the annual fire alarm service. There are no contracts with third parties which could constitute Qualifying Long-Term Agreements.
13. There are various aspects of the service charges which Mr Smith disputes. Mr Smith has not provided any independent evidence to challenge the sums claimed and neither does he offer alternative quotations to indicate a cost that he considers to be reasonable. In some cases, he states that there should be no charge made.
14. In general, therefore the issues for us to consider are whether it was reasonable for the work to be undertaken and whether the costs incurred were reasonable. In so doing, we have applied the two-stage reasonableness test as referred to in the relevant authorities, **Hounslow LBC v Waler [2017] EWCA Civ 45**, **Regent Management Ltd v Jones [2010] UKUT (LC)** and **Forcelux v Sweetman and anor [2001] 2EGLR 173**. This test is, was it reasonable to incur the cost of the work and was the cost of that work reasonable.
15. The main area of contention is the charge raised for maintenance of common parts. In his submissions Mr Lombard identifies this work as annual cutting back of hedges, weed killer maintenance 3-4 times a year, cleaning and disposing of leaves, keeping concrete paths swept clean, cleaning litter and clearing bins as required, communal flower front garden, removal and disposal of animal faeces, raking and sweeping to maintain driveway stones, replacing driveway gravel stones as necessary, clearing of snow, cleaning of communal hallway, gutter clearance to rear of property.'
16. The Property is a five-storey building with a parking area for 5 cars to the front. This is an open area with 5 parking spaces for the occupiers of no 16 Bay View Road on the opposite side. The car parking spaces and driveway are surfaced with gravel. There is a very tall hedge along the boundary to the front of the Property which is well maintained.
17. There is a tiled communal hallway which was clean and in good decorative order.
18. There is path around the side of the building which allows Mr Smith and the occupier of the basement flat to gain access to the rear of their respective flats. This path was neat, tidy and well maintained.

19. During our inspection we were also able to view the roof of the building from the opposite side of the road at street level. This appeared to be in good order following repairs undertaken by the Landlord. The exterior of the building was in good decorative order, although some painting is required to the front door.
20. In 2019 the total apportioned charge to Mr Smith was £332.97 comprising
- | | |
|------------------------------|---------|
| Common grounds maintenance - | £72 |
| Annual Fire Alarm servicing | £29.12 |
| Property insurance | £125.25 |
| Council Enforcement notice | £106.60 |
21. Mr Smith accepts the apportioned charge for the property insurance and the fire alarm servicing. He disputes that Mr Lombard should be allowed any sum for maintenance of the common grounds on the basis set out in his Scott Schedule for that year.
22. We have no evidence of the state and condition of the property for that period. Mr Smith states that the stairwell leading to the basement flat at the rear was neither cleaned nor kept in a tidy condition. Mr Lombard states that the flat was at that time occupied by a tenant with mental health difficulties. This tenant is no longer in occupation. In addition, Mr Lombard argues that this area is not part of the common grounds and that no charge for cleaning this area is included in the overall service charge.
23. The stairwell is located at the rear of the property where concrete steps allow access to the rear door of the basement flat only. There is also a small yard that can be used by the occupier of the basement flat. Mr Smith argues that this is a common area as he requires access to this area, for instance to clean or repair his windows or to maintain and/or repair electricity cables.
24. The tribunal is satisfied that as this area only leads to the back door of the basement flat then it does not constitute a common part. It is for the exclusive use of the basement flat. Clause 5 of the First Schedule of the Lease provides Mr Smith with a right of access to the basement yard in order to inspect his property, to do any repairs and to do any other necessary work to the exterior of his flat. The existence of this right does not make this yard part of the common area.
25. We are not able to make any findings as to what may or may not have been done in 2019, but our impression is that the property is well maintained and in good decorative order. We have no reason to believe that this was not the case in 2019. We are satisfied that Mr Lombard is entitled to charge for maintaining the common grounds and that the charge raised is reasonable in all the circumstances.

26. We were not presented with a great deal of information regarding the enforcement notice purportedly issued by the local authority compelling Mr Lombard to erect railings on the wall at the rear of the property. We could see that the railings erected were made of galvanised steel, were well constructed and sturdy. We can also see why the local authority insisted that the railings be erected for the safety of those using the path as the stone wall was extremely low in height and without a safety railing presented a hazard to those using the path.
27. However, in so far as we could ascertain the erection of the railing did not involve replacing existing railings and therefore did not constitute repair work. A landlord is only entitled to charge for what is authorised under the terms of a lease and there is nothing in the Lease which refers to undertaking work that constitutes an improvement. Accordingly, the Landlord is not entitled to pass on the cost of any improvement work to the Applicant under the terms of the Lease. The charge of £106.60 is therefore disallowed. The total service charge due for 2019 is therefore £226.37.
28. The unpaid contribution towards the cost of complying with the enforcement notice is again included in the service charge for 2020. The service charge amounts to £353.68 and is made up as follows:

Common grounds	£72.00
Fire alarm/lighting service	£29.12
Property insurance	£146.78
Enforcement notice	£106.60

29. The charge for common grounds maintenance is the same as for the previous year is considered to be reasonable as are the apportioned charges for the fire alarm service and the property insurance. The cost of the enforcement notice is disallowed for the same reasons as before. The total payable for 2020 is therefore £247.90.
30. We were not provided with the service charge account for 2021, but rather a summary of service charge account. It appears that the Landlord is again claiming the disallowed cost of the enforcement notice but other than that the figures for 2021 are not dissimilar to the previous year. Mr Smith again disputes elements of the cost of the common grounds charge. The charge is however the same as for the previous two years and we are not persuaded that the apportioned charge of £72.00 is unreasonable and it is allowed. The service charge allowed for 2021 is £257.97
31. The service charge for 2022 is £391.51 containing the following:
- | | |
|------------------------------|---------|
| Annual maintenance | £150.00 |
| Annual fire alarm service | £31.20 |
| Stone paint to communal area | £70.00 |

Property insurance

£140.31

32. The annual maintenance charge for this year has increased to £750 in total with Mr Smith's share being £150.00. Mr Smith disputes the increased amount and proposes that there should be no charge. However, we consider that Mr Lombard is entitled to raise a service charge for the annual maintenance for the reasons explained above. It must be acknowledged that the cost of materials will have increased not least due to inflation. However, we cannot see that at this stage there is justification for the annual maintenance charge being more than double the previous year. There is no evidence to suggest that there was any unusual or additional maintenance work during the year. We accept that it is not unreasonable for the overall maintenance cost to increase from time to time and in the circumstances, we consider an overall figure of £500.00 to be reasonable for general maintenance, making Mr Smith's contribution £100.00.
33. No issues are raised regarding the other elements of the service charge which we consider to be reasonable. There is a one-off charge for stone paint to main communal entrance which is considered reasonable. The total charge for 2022 is therefore £341.50.
34. The amount requested for 2023 is £323.00 broken down as follows:

Annual maintenance	£150.00
Fire alarm servicing	£62.76
Property insurance	£110.24

35. The same comments apply in respect of the figure for common grounds maintenance, and we consider that the sum of £100.00 constitutes a reasonable proportionate sum. The cost of the fire alarm service has doubled and no explanation is provided, although this is not challenged by the Applicant. We consider that the overall figure is still reasonable. There has been a reduction in the insurance premium possibly as a result of both properties being insured under the same policy. This is prudent estate management and the figure claimed is reasonable and unchallenged by the Applicant. The total figure for 2023 is accordingly £273.00.
36. The service charge for 2024 is significantly higher than for the previous years as a result of work carried out by the Landlord. The service charge claimed is £803.11 which is made up of the following:

Annual maintenance	£150.00
Fire Alarm service	£33.42
Property Insurance	£119.69
Exterior painting	£250.00
Emergency repairs	£250.00

37. The cost of the fire alarm service is lower for this year, and the property insurance is similar. These sums are both considered to be reasonable.
38. On the 9th August 2024 Mr Lombard undertook emergency roof repairs around the two front dormers and also gutter repairs at the front. The total cost was £1,250.00 being a charge of £250.00 to each lessee. The work was undertaken by Mr Lombard and invoiced through his company Decorum Plasterworks Ltd. In order to access the roof Mr Lombard hired a hydraulic lift.
39. Mr Lombard provided photographs of the slipped and damaged tiles.
40. As Mr Lombard readily admits in his correspondence with Mr Smith, contained in the bundle, the cost of the emergency repairs was limited to £250.00 for each tenant in order to avoid engaging the consultation process under Section 20 of the Act. In so doing Mr Lombard acknowledges that the maximum contribution that he is able to request from each tenant in respect of qualifying works is limited to £250.00 each by virtue of regulation 6 of The Service Charges (Consultation Requirements) (Wales) 2004. Qualifying works is defined as 'works on a building or any other premises'. Undertaking emergency repairs to the roof are considered to be qualifying works.
41. There is also a second charge of £250 per tenant for painting the exterior of the building in September 2025. The total amount invoiced by Decorum is £1,250.00. Again, this amount has been limited so that each tenant contributes no more than £250.00.
42. Mr Lombard hired a hydraulic lift to the emergency roof works and to undertake the painting work for numbers 15 and 16. The invoice for the repair works is £360.00 and the invoice for the painting is £870.00.
43. Mr Smith raises several arguments in relation to the charges. He argues that the repair work and the painting were part of the same scheme and that accordingly the total cost of the work is £500.00 per tenant, meaning that the landlord should have followed the Section 20 consultation process. Mr Smith refers to the Summary of Service Charge Account dated 30th January 2021 which sets out a list of prospective future expenditure including reference to 'exterior maintenance to roof and decoration of whole building at an estimated total cost of £3,000.00'. Mr Smith also seeks a breakdown of the costs incurred and also confirmation that the cost of hiring the hydraulic lift for the painting was apportioned equally between numbers 15 and 16.
44. The tribunal does not consider that the proposed expenditure mentioned in January 2021 can be linked to the work carried out in August and September 2025. There is a covenant on the part of the Landlord in the Lease (and presumably the other leases in the Property) that the exterior of the Property is to be painted every three years. It is not inappropriate for the Landlord to draw

attention to the prospect of future additional expenditure being incurred even if it then transpires that the expenditure is not incurred. The Landlord does not appear to have painted the Property on a three yearly cycle and whilst that may amount to a breach of covenant on the part of the Landlord, it has also resulted in the tenants avoiding additional expenditure.

45. The tribunal is satisfied that the repair work and the exterior painting are two separate events. Had the expenditure exceeded £250.00 to each tenant then the Landlord would have been obliged to consult separately on both aspects. In this case, without having consulted then the amount that can be charged to each tenant is limited to £250.00.
46. Mr Smith also wrote to the Landlord to request a written summary of the costs which make up the service charge. In this instance Mr Lombard provided two invoices for £1,250.00 each on Decorum letterhead which include a summary of the work undertaken on both aspects. Mr Smith then requested a further breakdown to include the cost of the hire of the hydraulic lift, together with details of trades insurance, cost of materials and labour costs.
47. Mr Lombard has provided much of this information. What must be remembered is that it is a summary of the charges that the Landlord is obliged to provide not a full detailed breakdown of the charges.
48. Mr Smith has pressed repeatedly for confirmation that the cost of hire of the hydraulic lift was shared between numbers 15 and 16 given that the exterior of number 16 was also painted at the same time under the same hiring arrangement. Mr Lombard has not provided this confirmation but rather he argues that it is not necessary for him to do as he has not charged the entire cost of the work in terms of hiring charges, materials and labour to the tenants and that had he done so then the charges would have been greater, and prior consultation would have been necessary. Given that the lack of consultation means that the cost to each tenant is limited, then we accept that Mr Lombard's approach is pragmatic and reasonable.
49. The question for us to consider is whether it was reasonable to incur the cost and whether the cost incurred was reasonable. The Property is a well-maintained building. It is an old four storey building (five if counting the basement) with a slate roof in a relatively exposed position. It is inevitable that the need for emergency maintenance work will arise from time to time. We are satisfied that emergency work in this case was required as dislodged slates located at the front of the property almost directly about the front entrance can pose a significant risk to life and limb. We are satisfied that it was reasonable to undertake the work. The next question is whether the total of £1,250.00 was a reasonable charge for the work undertaken. We are satisfied that had the work been contracted to an independent contractor, bearing in mind the nature of the building, the total cost of the work would have exceeded £1,250.00 given the need to hire a hydraulic

lift or to erect scaffolding together with the cost of labour and materials. Potentially the expenditure could also have attracted VAT. Accordingly, we accept that the apportioned sum of £250.00 is a reasonable amount for the repair work.

50. The same applies to the cost of the exterior painting. The Landlord again avoids the consultation process by limiting costs to £250.00 per tenant. The Lease contains an obligation to paint the exterior of the Property every three years. No costs seem to have been charged for painting the exterior of the Property (save for the entrance to the communal hallway) in the previous three years, accordingly the Landlord was required to incur the cost of painting the exterior of the Property to comply with his covenants. It was therefore reasonable to incur the charge. Was the cost incurred reasonable? Again, having regard to the nature of the building we are satisfied that the cost of engaging an independent painter to paint the Property would have exceeded the total of £1,250.00 charged to the tenants. We therefore find the apportioned cost of £250.00 to be reasonable and payable.
51. The property insurance and the fire alarm maintenance remain largely unchanged and are reasonable.
52. The other element is the arbitrary sum levied for annual maintenance of the common parts. Mr Smith objects to paying the sum of £150 in respect of this element. He does not propose an alternative sum. We are satisfied that the common grounds are well maintained but for the reasons outlined previously we consider that an annual sum of £500 is an appropriate charge for this year. The amount payable by Mr Smith is therefore to be £100.00.
53. The total amount payable in respect of the service charge for 2024 is accordingly £753.11.
54. The total apportioned service charge for 2025 is £315.94 comprising:

Annual maintenance charge	£750
Fire Alarm servicing	£177.12
Property Insurance	£130.52

The amount charged for the fire alarm service and the insurance has remained constant and Mr Smith does not challenge the figures. A similar argument is raised in respect of the maintenance charge with no alternative figure proposed. We accept that there will have been an increase in the cost of materials and that it not inappropriate for there to be incremental increases in the charges. The cost of engaging the services of an independent contractor to cut the hedge would be a costly exercise in itself. Accordingly, we find the total maintenance charge of £750.00 for this year to be reasonable. The apportioned sum of

£150.00 is reasonable and payable. The total amount payable for 2025 is therefore £315.94.

55. Mr Smith challenges the proposed service charge for 2026 but as explained above since no service charge demand has been issued and neither has a request for a payment on account been made, then we are unable to address the issue. In keeping with previous years, the service charge demand is likely to be made in January 2027.
56. Mr Smith also seeks an order under section 20C to prevent the landlord from claiming any of the costs of this application through the service charge. Given our findings above where we have upheld the majority of the service charges claimed then we do not consider it appropriate or necessary to make an order under section 20C. Given that Mr Lombard conducted matters in person then it is unlikely that much if any costs will have been incurred by him.

Dated this 23rd day of April 2026

G E Davies

Tribunal Judge