



In *Avon Ground Rents Ltd v Cowley* [2018] UKUT 0092 (LC), remedial works were required when a property was still within its National House-Building Council warranty period. The landlord made a claim to the NHBC – an acronym comprising four letters – which broadly accepted that it would pay for the works, although there was some complexity to how that payment was to play out on the ground.



The landlord claimed the anticipated cost of carrying out the works from the leaseholders. The leaseholders objected on the ground that the amount demanded was not reasonable because the NHBC had all but agreed to pay for the works.

The Upper Tribunal agreed, observing that whether an amount is reasonable as a payment in advance must be assessed in the light of the specific facts of the particular case. There was no reason why the prospect of a receipt from a third party must be certain before it may be taken into consideration in determining the reasonableness of an advance payment.

This one may however be back. The landlord has sought permission to appeal from the Court of Appeal. The Court of Appeal appeals case tracker indicates that the application for permission has not yet been determined.

