



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

Case Reference : **MAN/00FA/LSC/2019/0010**

Property : **17 Vauxhall Grove, Walker Street, Hull,
HU3 2QY**

Applicant : **Mr Raymond Parker**

**Respondent
Represented by** : **Places for People
The Residential Management Group (RMG)**

Type of Application : **Service charges, Section 27A, 20C and 22 of
the Landlord and Tenant Act 1985.**

Tribunal Members : **Judge C. P. Tonge, LLB, BA.
Mr P. E. Mountain, FRICS.**

Date of Decision : **29 November 2019**

**Date of
Determination** : **12 December 2019**

DECISION

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Application and background

1. The Applicant in this case is Mr Raymond Parker and the Respondent landlord is Places for People, although for all practical purposes the management company, the Residential Management Group "RMG" has acted on behalf of the Respondent throughout.
2. This Tribunal held a Case Management Hearing "CMH" on 27 June 2019, Judge Tonge then sitting alone. As a result of the CMH a Decision on An Application To Strike Out Part Of The Application And Further Directions was issued to the Parties and that document will be annexed to this Decision. The document adequately deals with the application and background.
3. Briefly, as a result of the CMH this case is limited to consideration of three service charge years, 2016 to 2017, 2017 to 2018 and 2018 to 2019, the three other years having been struck out.
4. Judge Holbrook issued Directions in this case, dated 26 March 2018. The Directions supplemental to those already issued by Judge Holbrook (see the Decision on An Application To Strike Out Part Of The Application And Further Directions, annexed to this Decision) made it clear that the Directions issued by Judge Holbrook remain in force. The Applicant did not prepare a statement of case as required by the Direction 4, but did prepare a hand written schedule which partly accords with Direction 5, but does not provide a space in which the Respondent can comment upon each issue, that space being used by the Applicant. In places this is difficult to read and to assist all concerned in the case the Respondent had this typed and then completed the Respondent's part of what now can be referred to as a Scott Schedule. The Applicant also served numerous hand written notes that are intended to assist in explaining his case.
5. The Respondent's agent RMG served a paginated bundle, in accordance with Directions.
6. A hearing was held at Beverley Magistrates Court after the inspection. The court is equipped with a hearing loop system and use of this was offered to Mrs Lillie Parker, but she declined to use it. The Tribunal was notified, during the inspection, that Mr Robert Thompson who attended the hearing to support the Applicant is blind. The Tribunal was satisfied that Mr Robert Snee (also attending to support the Applicant) was to assist Mr Thompson.

The inspection

7. The inspection of the part of the housing estate that includes 17 Vauxhall Grove, Walker Street, Hull " the property", commenced at 10am 29 November 2019. Present on behalf of the Respondent were two employees of RMG, Mr Andrew Rose, Senior Property Services Analyst and Ms Sarah Kitchen, Property Manager. The Applicant was also present, accompanied by his neighbours, Mr Robert Snee of 1 Vauxhall Grove and Mr Christopher Bird of 15 Vauxhall Grove.
8. The Applicant objected to the presence of Ms Kitchen, who until recently had been the property manager for this complex. As a result the representatives of the Respondent indicated that they would join the inspection when the inspection moved into common areas behind the housing and left us to await our arrival.
9. The six bungalows are let as leasehold for the elderly (elderly being persons of 60 years of age and over). There are 6 semi detached bungalows and 4 semi detached houses. There is a road to the front of the properties and an access road to the rear of the properties that gives access to 4 parking spaces and 5 shrub beds that are maintained as part of this complex. Roads, footpaths, electric street lights and the remainder of the parking areas are all maintained at public expense.
10. The Tribunal (in the absence of the representatives of the Respondent) first inspected part of the Piper Lifeline System housed in an external box on the side of one of the properties. To reach this box all that is necessary is to walk down the garden path of the property concerned. The box containing electrical equipment has a door that is fitted with two locks but both were capable of being turned without a key so that any person in the garden of this property could easily open the box and gain access to the electrical apparatus inside.
11. The Tribunal then inspected the interior of the property but only to take note of the Piper Lifeline System. The Tribunal saw that there is a small control box on the wall of a passageway. The box has a red pull cord underneath it. There are also pull cord housings fastened to the ceiling in the kitchen, living room and a bedroom, these have red pull cords underneath them but the cords have been tied up so that they can no longer be easily reached. There are pull cord housings on the ceilings in the bathroom and a second bedroom, but the pull cords are missing.

12. The Tribunal then moved to common areas on the access road at the rear of the properties. The Tribunal notes that each of the 6 bungalows has a matching black two gate entry way from the access road onto the land provided for each bungalow, intended to give vehicular access into those private areas. The 5 areas planted with shrubs and the 4 parking areas appeared to be well maintained.

The law

Section 18 of the Landlord and Tenant Act 1985. Meaning of "service charge" and "relevant costs".

(1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent—

(a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and

(b) the whole or part of which varies or may vary according to the relevant costs.

(2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.

(3) For this purposes—

(a) "costs" includes overheads, and

(b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 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 or leasehold valuation tribunal (relevant tribunal), or the Lands 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 a county court;

(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;(c) in the case of proceedings before the Lands 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 a 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 of the Landlord and Tenant Act 1985. Liability to pay service charges: jurisdiction

(1) An application may be made to a leasehold valuation 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 a leasehold valuation 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 a leasehold valuation 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.

Relevant Provisions of the lease

13. The lease (Respondent's bundle pages 33 to 52) is a shared ownership lease with the Applicant owning 75 % of the equity in the property. As a result the Applicant does not have to pay the Specified Rent.
14. Irrespective of the terms of the lease it is common ground that there is an agreement between the Parties that the Applicant does not have to pay management costs and that these cannot be charged in the service charges demanded of the Applicant.
15. The Applicant holds the remainder of a lease granted for a term of 125 years from 4 April 1996 and the Applicant has to pay a proportion of service charges, to be calculated as provided for in clause 6 of the lease (page 20 and 21 of the lease).
16. The Applicant is to keep glass, fixtures and fittings in good repair and decorate the interior of the property at least once in every seven years (Lease, clause 3 (3) (a) page 7).
17. The landlord Respondent covenants to insure the property (lease, clause 4 (2), page 14). The landlord Respondent covenants to maintain, repair and redecorate the common parts and the structure of the property, including redecorating the exterior of the bungalow (lease, clause 4 (3), and to clean and maintaining the common parts (lease, clause 4 (4)). These provisions contain a clause permitting services to be diminished in certain circumstances.
18. In so far as the bungalows are concerned they are leased for the elderly. There is a clause requiring a warden service to be provided or to provide a system for calling a warden (lease, clause 4 (5), page 17.) This permits the use of the Piper Lifeline warning system.
19. Service charges are to be charged to cover the cost of providing the above services (lease, clause 6 page 20 and 21). The service charges system provides for a reserve fund to be contributed to as part of service charges (lease, clause 6(4)(b) page 21). Service charges may be estimated in advance. There is a requirement that service charges should not fluctuate unduly from year to year (lease, clause (6)(4)(b) page 21). The Applicant is to pay a 10% contribution to general service charges (lease, page 3) and a proportion of the cost of the services

relevant only to the bungalows, which since there are 6 bungalows is a one sixth share (lease, clause 4, page 16 and 17).

20. There is a clause (lease, sixth schedule, page 34 and 35) limiting the increase in management charges with reference to the retail price index and a percentage. This is not operative in so far as the Applicant is concerned because the Applicant cannot be charged management charges. There is a similar clause in the third schedule of the lease, but that only limits Specified Rent to which the Applicant is exempt (paragraph 13 above). These are covered here because the Applicant has referred to a limiting calculation with these figures, submitting wrongly that it limits service charges generally.

Summary of the written evidence

21. The paginated hearing bundle has been prepared by the Respondent. It contains the hand written schedule giving brief detail as to the 8 service charges challenged by the Applicant (Respondent's bundle, page 206 and 207). The Respondent has provided a typed copy of this (Respondent's bundle, page 160 to 163). The Respondent has also added a further 4 points which are challenged by the Applicant in other hand written documents that appear at various places within the bundle (Respondent's bundle, page 164 to 166). The Respondent has provided a statement of his case (Respondent's bundle, page 155 to 159), service charge accounts, bank statements, invoices, service charge demands accompanied by tenants rights and obligations forms, the lease and accounting documents and invoices. These documents will be referred to as necessary in the remainder of the Decision.

The hearing

22. The final hearing took place at Beverley Magistrates Court after the inspection on 29 November 2019. In addition to the persons present at the inspection the following persons were also present for the hearing. To support the Applicant, the Applicant's wife, Mrs Lily Parker and another tenant, Mr Robert Thompson of 3 Vauxhall Grove. On behalf of the Respondent Mr Paul Hitchen of RMG, Head of Property (North) and Property Manager for the property.

The oral evidence

23. The Tribunal first made enquiries of the Applicant to make sure that the Scott Schedule and Supplementary Wording to Scott Schedule documents covered the whole of the issues in the case. (Respondent's bundle, page 160 to 163 and 164 to 166). The Tribunal is satisfied that this is correct. The Tribunal therefore uses these two documents as a list of the issues to be considered in this case (now referred as the Scott Schedule). The Tribunal decided to invite the Respondent's representatives to go through its submissions and evidence point by point, as listed on the Scott Schedule, permitting the Applicant to ask questions of the Respondent's representatives at the conclusion of each point. Where written or oral evidence is relevant to the determinations made by the Tribunal that evidence will be referred to in the determinations.

The Deliberations

24. Scott Schedule issue 1. Service charge year 2016 to 2017. The Applicant suggests that the Respondent seeks to charge service charges of £79.77 per month, but that he is only willing to pay £60.99 per month, limited in this way by the prior tribunal decision, dated 31 January 2017, case reference MAN/00FA/LSC/2016/0060, paragraph 35 (Respondent's bundle, page 172 to 175).
25. This Tribunal notes that paragraph 35 of the earlier decision deals with the budget for that service charge year, where £79.77 per month was demanded. When management charges are deducted from the figure, this limits the service charge allowed by the earlier tribunal for that service charge year to £60.69 per month.
26. The actual figures are now available for that service charge year. (Respondent's bundle, page 167). The Tribunal accepts that the management charges that had wrongly been charged have been repaid by two payments of £155.40 and £59. The Tribunal also accepts the Respondent's case that the actual figures for that service charge year establish that the actual service charge costs were £50.27 per month. This is less than the figure decided as being reasonable by the prior tribunal and less than the figure that the Applicant is willing to pay and as such it is a reasonable figure. The Tribunal determines that £50.27 net per month is a reasonable service charge for service charge year 2016 to 2017.

27. Scott Schedule issue 2. Service charge year 2017 to 2018. The Applicant contends that £69.55 per month is being charged, increasing to £82.41 in June and poses the question as to why that happened. The Applicant indicates that he is willing to pay £69.55 per month. It became clear as the Tribunal looked into this issue that the Applicant had been confused as to the service charge year in which this occurred, it was in fact service charge year 2018 to 2019. The Tribunal noting that £69.65 is demanded, but not until 27 March 2018, relating to service charge year 2018 to 2019 (Respondent's bundle, page 107). The Tribunal further notes that £82.41 is demanded, but not until 1 June 2018, relating to service charge year 2018 to 2019 (Respondent's bundle, page 120). The difference in these two figures being due to mistakes made by the Respondent.
28. The Respondent points out that in service charge year 2017 to 2018 the net service charge was £66.95 (Respondent's bundle, page 168) and that in service charge year 2018 to 2019 the net service charge was £61.86 (Respondent's bundle, page 169). The Respondent submitting that whichever year is the correct year the service charges actually demanded are less than the £66.95 that the Applicant is willing to pay and therefore must be reasonable.
29. The Tribunal determines that this issue does relate to service charge year 2018 to 2019 and that service charges of £66.95 net per month are reasonable for that year.
30. Scott Schedule issue 3. The Tribunal accepts that as the service charge year commences 1 April each year an "April 19 demand" must relate to service charge year 2019 to 2020 and this year has already been struck out at the Case Management Hearing (annexed Decision On Application To Strike Out Part Of The Application And Further Directions).
31. Scott Schedule issue 4. It is agreed between the parties that a reminder fee of £34 having been charged to the Applicant on 14 January 2019 was repaid to the Applicants service charge account on 20 February 2019. Both transactions are seen on the service charge account statement (Respondent's bundle, page 181). The Tribunal determines that although £34 was charged it was repaid.
32. At this point the Applicant referred to a letter dated 14 January 2019 from RMG to the Applicant alleging that £258.76 was overdue for payment. The Applicant considered this to be factually incorrect but stated that his wife on 22 January 2019 had paid £200 as a result of receiving this letter.

33. Mr Rose on, behalf of the Respondent, explained that the letter was factually correct and that the £200 was received reducing the service charge account balance to be paid by £200 (Respondent's bundle, page 181). Having considered these facts the Tribunal determines that £200 was owed and paid and credited to the Applicant's service charge account.
34. Scott Schedule issue 5 relates to service charge year 2014 to 2015 and this year has already been struck out at the Case Management Hearing (annexed Decision On Application To Strike Out Part Of The Application And Further Directions).
35. Scott Schedule issue 6. The Applicant contends that in May 2017 (service charge year 2017 to 2018) items were discounted and then charged. The Tribunal can see from the service charge account that this did happen, but the effect was financially neutral. This relates to the management fees of £5.01 per month being charged. The Respondent's case is that he agrees that these charges should not have been made and accepts that management was charged for that year. The charges were repaid by two credits of £5.02 on 21 February 2018 and a further credit of £50.13 on 17 July 2019 "refund of management fees for 10 months" (Respondent's bundle, page 180 and reverse of page 181). The Tribunal determines that the Applicant did not suffer financially by these mistakes.
36. Scott Schedule issue 7. The Applicant refers to April and May 2018, fees of £19.14 being credited and then being charged after the credit was given and charges of £31.90 being made, contending that he has been overcharged. The Respondent's case is that £19.14 was charged by mistake dividing the reserve fund contribution by 10, when it should have been divided by 6 because it relates only to the 6 bungalows. Two charges were taken at £19.14 but were refunded. The correct charge of £31.90 was then added to the service charge account (Respondent's bundle, page 180 and reverse of page 180).
37. The Tribunal determines that this caused an unnecessary confusion, but it is evident from the account that this did happen. The Tribunal is mindful of the responsibilities that the Respondent has retained in relation to the repair of these bungalows and considers a monthly maintenance reserve of £31.90 to be within the band of reasonable charges.

38. Scott Schedule issue 8. The Applicant contends that the yearend accounts produced in 2018 show a surplus in relation to insurance charges so that it is wrong for the Respondent to consider the account to be in deficit, resulting in overcharging. The Respondent's case is that the yearend accounts for service charge year 2017 to 2018 do show a deficit, the figure of (357) is shown and the brackets mean that the figure is in deficit (Respondent's bundle, page 70). The charge has been correctly calculated.
39. The Tribunal determines that the account in question does demonstrate that a figure in brackets is a deficit figure and that the Respondent has correctly calculated the insurance service charge figure. The Applicant has not been overcharged.
40. Scott Schedule issue 9. Reserve charge of £31.90. The Applicant contends that no maintenance has been done for 5 years but there is £12,000 in the bank and asks why that is. The Respondent's case is that the figures quoted are for the 2019 to 2020 service charge year which is not appropriate bearing in mind that this case is only dealing with service charges up to service charge year 2018 to 2019. That the £12,000 figure is an amalgam of the reserve fund which the Applicant does contribute to and the sinking fund which the Applicant has not contributed to, it being a payment due from residents leaving the site. Finally, the Respondent contends that it is appropriate to build up this modest amount.
41. The Tribunal agrees with the Respondent that bearing in mind the repairs and large maintenance projects that might have to be undertaken it is both permissible under the terms of the lease and reasonable to charge the Applicant for contributions to this fund, during all three service charge years being considered. The contributions demanded are reasonable. The fund stands at a modest and reasonable figure.
42. Scott Schedule item 10. The Applicant states that the Piper Lifeline System is not fit for purpose and that he has attempted to opt out of the scheme. Further he adduces a letter, dated 8 November 2019 written by Labour Parliamentary Candidate Emma Hardy that refers to a meeting that Ms Hardy had with the witness Mr Paul Hitchen. The purpose of adducing this letter is to throw into doubt the usefulness of the Piper Lifeline System.

43. Mr Hitchen dealt with the letter, agreeing that there had been a meeting and that matters as described in the letter had been discussed, but contends that Ms Hardy misunderstood what she was told. The Tribunal considers the letter and notes that the first bullet point is clearly contrary to our own inspection and the evidence in the case. As such the Tribunal determines that the letter is of little value in the determination of the issue being raised, namely that the Applicant should not be contributing to a system that he wants to opt out of and that he considers the system to be unfit for its purpose.
44. Mr Hitchen accepts that all the tenants who use the Piper Lifeline System, including the Applicant, have written to RMG indicating that they wish to opt out of the system. He accepts that there are better systems available, particularly one being run by the local authority. However, Mr Hitchen does not agree that the Piper system is not fit for purpose. It is a pull cord system, fitted to all rooms that activates a call to a telephone operator who will take action to get help to the tenant by either calling the emergency services or a pre requested relative.
45. Mr Hitchen indicates that RMG wish to replace the Piper Lifeline System, probably with the system run by the local authority and referred to ongoing consultation (Respondent's bundle, page 170 to 171), but there will be expense involved and the tenants have not agreed to pay for the changeover to take place. The Piper system is fitted, it does operate and the system needs to be maintained and paid for until such time as it can be replaced.
46. The Tribunal notes that the Piper system was considered in the earlier tribunal decision, dated 31 January 2017, case reference MAN/ooFA/LSC/2016/oo60, paragraph 20 and 21 (Respondent's bundle, page 172 to 175). That tribunal found the charges to be reasonable and this Tribunal determines that there are no substantial changes that could now persuade this Tribunal to take a different view. The Tribunal does however urge all parties to strive to come to an agreement so that the wishes of all tenants can be honoured. This Tribunal determines that the service charges demanded to operate the Piper Lifeline System are chargeable under the terms of the lease and that they are charged at a reasonable level.

47. Scott Schedule item 11, landscaping. The Applicant contends that this is not value for money, the gardeners only attend for 40 minutes per fortnight. The Tribunal takes this as a general complaint across all three years subject to this case. The Respondent's case is that although the charge is based upon a set time per fortnight in practice it is accepted that the gardeners will attend for the time necessary to accomplish the work that needs to be done, times will vary. The Respondent has sought to tender for new gardeners, but only one alternative quote was offered at nearly double the cost, reinforcing the Respondent's view that the present service is good value. It is such a small site that most gardeners view it as being uneconomical to take on.
48. The prior tribunal considered this issue, it is dealt with in the decision dated 31 January 2017, case reference MAN/00FA/LSC/2016/0060, paragraph 27, 28 and 29 (Respondent's bundle, page 172 to 175). That tribunal decided that £16 per hour was a reasonable figure to charge, based on 50 man hours annually, being £800 per year for this service. Very little has changed since then. The service cost £849 in service charge year 2016 to 2017, £859 the following year and £875 in the final year being considered. This Tribunal determines that in line with the prior decision these charges are in the scale of reasonable charges.
49. Scott Schedule item 12, insurance. The Applicant contends that this is too expensive indicating that he can get insurance at a cheaper price, namely £130. The Respondent's case is that the Respondent obtains insurance for its whole portfolio of properties so that it is not possible for there to be a like for like comparison. Further, the Respondent contends that the insurance charges over the three years covered by this case have been good value and reasonable. Insurance has been with the Zurich insurance company, a well trusted name. The cost to the Applicant has been, in service charge year 2016 to 2017 £126.36, in service charge year 2017 to 2018 £137.88 and in service charge year 2018 to 2019 £160.80.
50. The Tribunal agrees with the Respondent that it is highly unlikely that the quote relied upon by the Applicant is like for like, but in any event there are other matters to be brought into consideration than just the cost. One such issue is public liability insurance for the common areas, the Tribunal accepting that provision is made for this in the Respondent's site insurance. The Tribunal determines that the above insurance service charge costs are chargeable under the terms of the lease and within the band of costs that are reasonable for insuring this property.

51. The Applicant has in addition to these points raised the issue that any increase in service charge costs should be limited to the increase in the retail price index for the year plus 2% or 5% whichever is the greater (application form page 10, upper box, Respondent's bundle, page 5 reverse). The Tribunal has noted that this formula does appear in the lease on two occasions, but it does not limit the service charge increase (paragraph 20, above).
52. The Applicant applies to the Tribunal for an order pursuant to paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002. The Respondent indicates that it will not seek to charge any costs involved in conducting this case before this Tribunal under this provision. The Tribunal notes that the Applicant has been supported throughout this hearing by three of his neighbours on the site and concludes that an any attempt to make the Applicant entirely and solely responsible for such costs would be unfair and unjust. The Tribunal makes an order pursuant to paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002, to prevent the costs involved in this case being charged as an administration cost against the Applicant alone.
53. The Applicant seeks similar protection against the costs involved in this case being taken into account in the calculation of service charges, section 20C of the Landlord and Tenant act 1985. Service charges by their very nature are divided amongst the tenants at the site. To make such an order would be to prevent the Respondent who has succeeded in his case from recovering any costs brought about by the unsuccessful application. It would be unjust and unfair to the Respondent to make such an order.
54. Mr Rose stated that his personal costs in attending this hearing extend to travel and accommodation. The Tribunal determines that the criteria required for the Tribunal to order costs have not been met (Rule 13, The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, S. I. 2013/1169).

Decision

55. The Tribunal Decides that the service charges placed in issue in this case are all chargeable under the terms of the lease and that they are all charged at a reasonable level.
56. The Tribunal makes an order pursuant to paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002, to prevent the costs involved in this case being charged as an administration cost against the Applicant alone. No further orders are made in relation to costs.

57. A copy of the "Decision on An Application To Strike Out Part Of The Application And Further Directions" issued after the Case Management Hearing on 27 June 2019 to the Parties will be annexed to this Decision and form part of this Decision.

58. Appeal against this Decision and the Decisions made on 27 June 2019 are to the Upper Tribunal. Should either party wish to appeal against these Decisions they must do so within 28 days of the Decision being sent to them, by delivering to this tribunal office an application asking for permission to appeal, stating the grounds for that appeal, particulars of the appeal and the outcome that the applicant seeks from the appeal.

Judge C. P. Tonge

29 November 2019