FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AU/LSC/2020/0376**
HMCTS code (paper, video, audio)	**:**	**P: PAPERREMOTE**
Property	**:**	**3 Riversdale Road, London N5 2SS**
Applicant	**:**	**Sophie Orr**
Respondent	**:**	**Assethold Limited**
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 Nicola Rushton QC** **Mr Trevor Sennett MA FCIEH**
Venue	**:**	**10 Alfred Place, London WC1E 7LR**
Date of decision	**:**	**04 May 2021**

DECISION

Covid-19 pandemic: description of hearing

This has been a remote hearing on the papers which has been consented to by the parties. The form of remote hearing was P: PAPERREMOTE. A face-to-face hearing was not held because it was not practicable; no-one requested the same and all issues could be determined on paper. The documents to which the tribunal were referred were in a bundle of 138 pages, the contents of which have been noted.

Decisions of the tribunal

(1) The tribunal determines that total service charges for the period 24 March 2018 to completion of the sale of the freehold to the tenants on 22 October 2018 (212 days) were payable by the Tenants (as defined below) in the amounts set out below, apportioned in accordance with the terms of their leases. Advance service charges totalling £4,679.92 having been paid, and £464.31 repaid on completion, there has therefore been an overpayment by the Tenants to the Respondent, Assethold Ltd ("**Assethold**") in the total sum of **£1,172.63**.

a. Insurance: £1,548.10

b. Carpet cleaning: £144.00

c. NIC electrical test: £246.00

d. Cancelled s.20 notice: £0

e. Management fees: £497.65

f. Contingency fund: £0

g. Total (including other, undisputed, items): **£3,042.98**.

(2) The tribunal makes the further determinations as set out under the various headings in this Decision.

(3) The Tribunal makes an order under section 20C of the Landlord and tenant Act 1985 ("**the 1985 Act**") that the costs incurred by the Respondent in connection with these proceedings are not to be regarded as relevant costs in determining the amount of any service charges to be paid by the Applicant, Oliver Handscombe, Victoria Handscombe, Claudia Battaglio and/or Conor Ritchie (collectively, "**the Tenants**"), insofar as these might otherwise have been payable under the Tenants' leases.

(4) The Tribunal makes an order under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 ("**the 2002 Act**") extinguishing any liability of the Applicant to pay any administration charges in respect of the litigation costs of this Application insofar as these might otherwise have been payable under her lease.

(5) The Tribunal makes an order pursuant to rule 13(1)(b) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 that Assethold shall reimburse to the Applicant all of the fees for the application and hearing which she has paid, within 28 days of the date of this Decision.

(6) The Tribunal makes no award for distress, aggravation and/or inconvenience, it having no jurisdiction or power to do so.

The application

1. The Applicant issued an application on 13 August 2020 against Assethold, for a determination under s.27A of the 1985 Act of the amount of service charges payable by the Tenants for the part-year from 24 March 2018 until 22 October 2018 (212 days).

2. Extracts of relevant legislation are set out in an appendix to this decision.

3. Directions were issued on 22 January 2021 by Judge Daley, which have essentially been complied with. The parties have completed a Schedule with their respective positions. They are agreed that this matter is suitable for a paper determination, and a combined bundle has been provided. This Decision refers only to documents within that bundle. 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 nor practicable given Covid-19 restrictions.

4. The application relates to 3 Riversdale Road, London N52SS ("**the Building**") which is a 4-storey house converted into 3 self-contained flats. The Applicant and Mr Ritchie own and occupy flat 3C, on the second and third floors. 2B is on the first floor and is owned by Ms Battaglio. 2A is the ground floor flat and garden, owned by Mr and Mrs Handscombe. In each case, the Tenants hold a long lease of their flat which requires the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge. The Applicant's share of the service charges was 2/5.

5. Assethold was the landlord under each of the Tenants' leases. On 22 October 2018 the freehold was sold by Assethold to the Tenants (or some of them) jointly. Both sides instructed solicitors on the sale: Mr

Friend of Greenwoods for Assethold and Mr Lopez of Layzells for the Tenants.

6. The tribunal has been provided with a copy of the Applicant's lease of 3C, and understands the 3 leases were essentially identical. The Applicant had obligations to pay service charges under clause 1(v): under 1(v)(b) for the building insurance premium, and under 1(v)(c) for the costs of Assethold complying with its covenants under clause 4(4) to maintain, repair, light and clean the common parts of the Building.

7. Assethold engaged managing agents Eagerstates Ltd ("**Eagerstates**") to manage the property. While the Applicant has referred to there being a very close connection between Eagerstates and Assethold, the managing agents' fees claimed by Assethold have not been disputed in their entirety in this application.

8. On 2 March 2018 Eagerstates sent the Tenants a final account for the year 2017-2018, and also an estimate of service charges for the year 2018-2019 totalling £4,679.92 for the whole Building (copy letter addressed to 3A). Two 6-monthly payments on account of these service charges were requested, on 25 March 2018 and 25 September 2018.

9. The estimated service charge for the year comprised the following:

Insurance:	£2,223.12
Common parts electricity:	£150
Fire health and safety service:	£300
Common parts carpet cleaning:	£150
Management fee for the year	£856.80
Repair fund (if needed)	£1,000
TOTAL:	£4,679.92

10. The parties agree that the full service charge year ran from 24 March 2018 to 23 March 2019.

11. The two demands for advance service charges were paid in full by the Tenants, even though by 25 September 2018 it was known that they were purchasing the freehold, with an intended completion date of 19 October 2018. Their solicitors queried this with Assethold's solicitors on 24 September 2018. Mr Friend responded on 26 September 2018 that Eagerstates would provide a full completion statement and would only include correct apportionments, charges and credits. He also stated that Eagerstates were FCA registered and this should provide the Tenants with "sufficient comfort".

12. However Eagerstates/Assethold did not produce a properly apportioned final statement. On or shortly before the intended completion date of 19 October 2018 a "final" statement was provided of

expenses said to be from 24 March 2018 to 19 October 2018, totalling £4,435.59 (i.e. almost as much as the estimate for the full year). This comprised:

Insurance:	£2,328.36 (i.e. for the full year)
Common parts electricity:	£51.63
Carpet clean	£144.00
Electrical test	£246.00
FHS Service	£246.00
FHS Survey	£273.60
Cancelled s.20	£240.00
Contingency	£150.00
Emergency Line	£36.00
Management fee	£720.00
TOTAL:	£4,435.59

13. It is these items which form the basis of the Applicant's application for determination of the payability and reasonableness of service charges under s.27A of the 1985 Act. The Applicant has also included a claim for aggravation and distress.

14. £244.31 was said in that final statement to be repayable by Assethold on completion. In the event, a total of £464.31 was actually allowed as redemption of service charges on completion. The total paid by the Tenants collectively for the period was therefore £4,215.61 (£4,679.92 - £464.31). The Applicant accepts in her application that £2,431.06 was payable for this period and so disputes the difference of £1,784.55.

15. The parties' positions have been further updated in the Schedule completed by them. References below to "offers" by the parties are to their final positions as stated in the Schedule.

16. Of the items in the final service charge statement, the following were agreed by the parties as to payability and quantum:

Common parts electricity:	£51.63
FHS Service	£246.00
FHS Survey	£273.60
Emergency Line	£36.00

17. Having considered all of the documents provided in the bundle, the tribunal has made determinations on the various remaining issues as follows.

Insurance

18. Assethold claimed £2,328.36 and the Tenants offered £1,333.23. In the Schedule Assethold has conceded that the sum refunded by the insurers should have been refunded to the Applicants, stating that the delay was caused by a delay in receiving the refund from the brokers.

19. The tribunal determines that the amount payable by the Tenants in respect of insurance is **£1,548.10**.

Reasons

20. Assethold has disclosed for the first time in these proceedings a copy of the Certificate of Insurance from Axa which records that cover was terminated on 26 October 2018 (i.e. 4 days after completion) and the sum of £780.26 was returned to Assethold by way of refund of premium.

21. The tribunal considers that the insurance cover was terminated reasonably promptly. It therefore concludes that the final sum payable by way of service charge for insurance is £2,328.36 - £780.26, or £1,548.10, and that this is a reasonable sum.

22. No good explanation has been provided by Assethold as to why this information was not provided to the Tenants' solicitors and the refund paid promptly following completion. This is despite the fact that on 5 September 2018, Mr Friend told Mr Lopez that his clients would cancel the cover on completion and account to the Tenants for any refund received.

Common parts carpet clean

23. Assethold claimed £144.00. The Tenants say that the carpets had not been cleaned in the relevant period and that this sum of £144 related to the 2017-2018 year and had been paid in that year.

24. The tribunal determines that the amount payable by the Tenants in respect of carpet cleaning is **£144.00**.

Reasons

25. The final service charge statement for the earlier year 2017-2018 records one charge of £144 for carpet cleaning.

26. Assethold has produced invoices for two carpet cleans during that year 2017-2018: one dated 27 April 2017 and one dated 1 February 2018, from Doves Contract Cleaning Ltd. Both are for £144 and both state on their face that they relate to 3 Riversdale Road.

27. On the basis of this evidence, the tribunal finds that the communal carpets in the Building were cleaned twice, once at the beginning and once at the end of the 2017-2018 year, but that only the first was included in the service charges for that earlier year.

28. The tribunal considers it was reasonable for the second cleaning invoice to have been included in the service charges for period after 24 March 2018, since this was relatively soon after the cleaning was done and invoiced.

NIC electrical test

29. Assethold claimed £246.00. The Tenants disputed this item in the absence of any invoice.

30. The tribunal determines that the amount payable by the Tenants in respect of the electrical test is **£246.00**.

Reasons

31. Assethold has produced the invoice for £246 from PropertyRun Electrical Contracting for £246 for a call out to the Building on 26 April 2018 for an Electrical Installation Certificate. Email correspondence in the bundle indicates that this was requested by the Tenants' solicitors Mr Lopez on 19 October 2018 at 12.47 and sent by Mr Gurvits at Eagerstates to Mr Lopez at 13:52 on that day. This supports the incurring of the charge and that works justifying it were carried out.

Cancelled s.20 Notice

32. Assethold claimed £240, said to be Eagerstates' administration costs relating to the cancellation of a section 20 notice to the Tenants of a consultation as to costs for a hedge at the front of the Building. Assethold has produced an invoice from Eagerstates in this sum dated 19 October 2018 (i.e. the intended date of completion).

33. The tribunal determines that the amount payable in respect of the cancelled s.20 notice is **£0.**

Reasons

34. The bundle includes substantial email correspondence in relation to this issue.

35. On 25 September 2017 Mr Handscombe of 3A emailed Mr Gurvits to say he would like to plant a hedge at the front to provide more privacy and prevent litter blowing into the garden. He said that since it was

common parts, he was requesting Mr Gurvits' approval. Mr Gurvits responded that this was communal land so Eagerstates would need to arrange it, and asked what Mr Handscombe had in mind. Mr Handscombe responded with a link to a website for the sale of hedges, for a cost of around £150. He said he had planned to purchase and plant the hedge himself to save costs. Mr Gurvits said he would arrange this. Mr Handscombe replied that he had agreed with the other flats that he would meet the cost since it mainly benefitted his flat; and he provided a specific cost of £81.60 with a link to the relevant website.

36. However, on 30 October 2017, Mr Gurvits served a notice of intention to carry out works of planting 9 privet specimens, pursuant to s.20 of the 1985 Act because the cost would amount to more than £250 per flat. Mr Handscombe enquired why a consultation was necessary, since he understood the cost would be around £100. Mr Gurvits replied that the cost was such that a consultation would be required. On 17 November 2017, Mr Handscombe said that he did not therefore wish to proceed.

37. Despite this, in May 2018 Mr Gurvits served a further letter with estimates for proposed hedging works of £3,171.84, more than 30 times Mr Handscombe's original hedge cost.

38. Mr Handscombe responded on 8 May 2018 that he did not know why this had been served since he had said in November 2017 he did not want to proceed. He noted the estimate referred to works being necessary to prevent damage to the property, and enquired what damage this might be, as he was not aware of any. He said that given the original £80 quote, this was not justified; he reiterated that he did not wish to proceed and that all the other Tenants agreed.

39. The Applicant also emailed Mr Gurvits on 14 May 2018 to request that the work was not carried out; saying the other Tenants agreed; that the lack of a hedge was not causing any damage to the property; and given the very high cost, they would not wish to proceed with such non-essential cosmetic works. She asked for confirmation that no further steps would be taken (and none were).

40. The tribunal considers that it was unreasonable for Eagerstates to proceed to serve any s.20 notice given that the proposed cost was many orders of magnitude greater than the modest expenditure originally proposed by Mr Handscombe, and was not necessary. It should have been obvious to Mr Gurvits that voluntary expenditure of this magnitude, not for any necessary works, would be unacceptable to the Tenants. He should not therefore have served any s.20 notice.

41. This £240 cost, insofar as it was incurred, was therefore unreasonably incurred and is not recoverable.

Management charges

42. Assethold relies on an invoice for £720 (£600 plus VAT) raised by Eagerstates and dated 19 October 2018. In the Schedule Assethold state that £600 is an acceptable fee (it is unclear if this is intended to be VAT inclusive or exclusive). They state this was not based on any daily charge but was a fee for various works, including preparing the accounts.

43. In the Schedule, the Applicant states that the fee of £720 should have been apportioned because Eagerstates were not managing the property after the completion date. She has offered £490.61, but this must be a miscalculation, since it is said to be based on £720/365 x 209 (which equals £412.27).

44. In her further reply in the Schedule, the Applicant states that the Tenants dispute they should pay fees for the period when Eagerstates did not manage the property; she says they do not recall having seen Eagerstates' management agreement, and also notes the tribunal had held in other proceedings (not involving these parties) that Eagerstates could not charge management fees to Assethold because the two companies had the same directors and addresses.

45. The tribunal determines that the amount payable in respect of management fees is **£497.65**, being the estimated charge for the year of £856.80, apportioned pro rata to the 212 days from 24 March to 22 October 2018.

Reasons

46. Eagerstates' estimate of its management charges for the full year was £856.80 (in its 2 March 2018 letter).

47. The tribunal accepts that £720 was not intended to be a management charge for a full year, but neither is it realistic to claim this for a period of just over 6 months. Eagerstates did not prepare formal service charge accounts for completion, but merely summarised the costs said to have been incurred to date. The tribunal does not accept therefore that Eagerstates had already done the bulk of its work for that year.

48. The tribunal concludes that it is most appropriate to allow a daily rate for management charges and, in the absence of any other evidence, the estimate of £856.80 for the full year is the best evidence available.

49. The actual completion was on 22 October 2018. Therefore the tribunal allows 212 days at a daily rate calculated as £856.80/365.

50. In the absence of any detailed evidence or argument as to the relationship between Eagerstates and Assethold, and given that the findings as to the close relationship between the two were not made in proceedings involving the Applicant, this tribunal does not disallow the management fees entirely.

Contingency Fund

51. In the Schedule, Assethold now accept that this was not incurred and so should be refunded. The tribunal therefore allows **£0.**

Claim for aggravation and distress

52. The tribunal makes no award under this head as it has no jurisdiction or power to do so. It notes that the Property Ombudsman has already awarded £250 to the Tenants against Eagerstates, for unnecessary aggravation, distress and inconvenience caused by their obstructive actions and lack of assistance in helping the Tenants to receive documentation and answers to which they were entitled (p.6 of the Ombudsman's decision).

Application under s.20C/Schedule 11 and refund of fees

53. In her application, the Applicant applied for a refund of the fees she paid in respect of the application and any hearing[1]. Having considered the contents of the bundle and taking into account the determinations above, the tribunal orders the Respondent to refund any fees paid by the Applicant within 28 days of the date of this decision, being the £100 application fee and any hearing fee paid.

54. The tribunal considers that Assethold has acted unreasonably in not agreeing and repaying the overpaid service charges to the Tenants without the necessity for this application, in particular in view of the findings of the Property Ombudsman dated 20 January 2020 and the detailed representations and complaints which were made by the Tenants' solicitors to Eagerstates from 12 November 2018 to 7 March 2019. Eagerstates' response on 22 March 2019 that they no longer held the files because they had been archived and that any queries about the charges should have been dealt with prior to completion was especially unreasonable given their failure to provide accurate figures at completion in a timely fashion, and Greenwoods' assurances that the insurance could be apportioned after completion.

55. In the application form, the Applicant applied for an order under section 20C of the 1985 Act. The tribunal does not consider that the service charge provisions in the lease, which are narrow, would extend

[1] The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013

to Assethold's legal costs of these proceedings. However, for the avoidance of doubt and taking into account its findings above, the tribunal in any event determines that it is just and equitable for an order to be made under section 20C of the 1985 Act, that Assethold may not pass on to the Tenants any of its costs incurred in connection with the proceedings before the tribunal through the service charge.

56. In the application form, the Applicant also applied for an order under paragraph 5A of Schedule 11 to the 2002 Act, that Assethold should not be able to pass on any of the costs of these proceedings to her by way of an administration charge. Again, the tribunal considers that the narrow charging provisions in this lease would not extend to any such administration charge for legal costs. However, for the avoidance of doubt and taking into account its findings above, the tribunal nonetheless determines that it is just and equitable in the circumstances for an order to be made under the 2002 Act that Assethold may not pass any of its costs incurred in connection with the proceedings before the tribunal to the Applicant by way of any administration charge.

Name: Judge Nicola Rushton QC **Date:** 04 May 2021

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).

Appendix of relevant legislation

Landlord and Tenant Act 1985 (as amended)

Section 18

(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 purpose -

(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 19

(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 provisions 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.

Section 27A

(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.]

Section 20

(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) 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 20B

(1) If any of the relevant costs taken into account in determining the amount of any service charge were incurred more than 18 months before a demand for payment of the service charge is served on the tenant, then (subject to subsection (2)), the tenant shall not be liable to pay so much of the service charge as reflects the costs so incurred.

(2) Subsection (1) shall not apply if, within the period of 18 months beginning with the date when the relevant costs in question were incurred, the tenant was notified in writing that those costs had been incurred and that he would subsequently be required under the terms of his lease to contribute to them by the payment of a service charge.

Section 20C

(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 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 a county court;

(aa) in the case of proceedings before a residential property tribunal, to that tribunal;

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

Commonhold and Leasehold Reform Act 2002

Schedule 11, paragraph 1

(1) In this Part of this Schedule "administration charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable, directly or indirectly—

(a) for or in connection with the grant of approvals under his lease, or applications for such approvals,

(b) for or in connection with the provision of information or documents by or on behalf of the landlord or a person who is party to his lease otherwise than as landlord or tenant,

(c) in respect of a failure by the tenant to make a payment by the due date to the landlord or a person who is party to his lease otherwise than as landlord or tenant, or

(d) in connection with a breach (or alleged breach) of a covenant or condition in his lease.

(2) But an amount payable by the tenant of a dwelling the rent of which is registered under Part 4 of the Rent Act 1977 (c. 42) is not an administration charge, unless the amount registered is entered as a variable amount in pursuance of section 71(4) of that Act.

(3) In this Part of this Schedule "variable administration charge" means an administration charge payable by a tenant which is neither—

(a) specified in his lease, nor

(b) calculated in accordance with a formula specified in his lease.

(4) An order amending sub-paragraph (1) may be made by the appropriate national authority.

Schedule 11, paragraph 2

A variable administration charge is payable only to the extent that the amount of the charge is reasonable.

Schedule 11, paragraph 5

(1) An application may be made to the appropriate tribunal for a determination whether an administration 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) Sub-paragraph (1) applies whether or not any payment has been made.

(3) The jurisdiction conferred on the appropriate tribunal in respect of any matter by virtue of sub-paragraph (1) is in addition to any jurisdiction of a court in respect of the matter.

(4) No application under sub-paragraph (1) 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 matter of an application under sub-paragraph (1).

Schedule 11, paragraph 5A

(1) A tenant of a dwelling in England may apply to the relevant court or tribunal for an order reducing or extinguishing the tenant's liability to pay a particular administration charge in respect of litigation costs.

(2) The relevant court or tribunal may make whatever order on the application it considers to be just and equitable.

(3) In this paragraph—

(a) "litigation costs" means costs incurred, or to be incurred, by the landlord in connection with proceedings of a kind mentioned in the table, and

(b) "the relevant court or tribunal" means the court or tribunal mentioned in the table in relation to those proceedings.

Proceedings to which costs relate	"The relevant court or tribunal"
Court proceedings	The court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, the county court
First-tier Tribunal proceedings	The First-tier Tribunal
Upper Tribunal proceedings	The Upper Tribunal
Arbitration proceedings	The arbitral tribunal or, if the application is made after the proceedings are concluded, the county court.