



FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)

Case Reference : CHI/00UH/LSC/2022/0086

Property : Ground Floor and Second Floor Flats  
12 Thorn Road Worthing West Sussex  
BN11 3ND

Applicants : Catherine Barnes (ground floor) (1)  
Natasha Tighe (second floor) (2)

Representative : In person

Respondent : Plentview Ltd

Representative : Ms C Zanelli  
Property Management Legal Services

Type of Application : s27A and s20C Landlord and  
Tenant Act 1985; Schedule 11 paras 1  
and 5 Commonhold and Leasehold  
Reform Act 2002, Rule 13 Tribunal  
Rules of Procedure

Tribunal : Judge F J Silverman MA LLM  
Valuer Chair Jo Coupe FRICS

Date of Consideration : 09 March 2023

Date of Decision : 22 March 2023

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## DECISION AND ORDER

- 1 The Tribunal reduces the Respondent's management fee for the property (ie all three flats) to £300 per annum for each of the years to which this application relates (2016, 2017, 2020, 2021 and 2022) This reduction is to be applied to the Applicants by a credit to their respective accounts made and confirmed to each Applicant in writing within 28 days of the date of this decision.
- 2 The Tribunal makes an order under both s20C Landlord and Tenant Act 1985 and Schedule 11 para 5 Commonhold and Leasehold Reform Act 2002 in favour of Catherine Barnes and Natasha Tighe limited in both cases and against each Applicant to the sum of £500.
- 3 The Tribunal orders the Respondent to pay to each Applicant forthwith the sum of £100 in partial repayment of their application and hearing fees.
- 4 Subject to paragraphs 1-3 inclusive above the Tribunal finds the Respondent's service charges for the years 2016, 2017, 2020, 2021 and 2022 to be reasonable and payable in full by each of the Applicants.

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## REASONS

- 1 The Applicants are the respective leaseholders of the Ground Floor Flat (Catherine Barnes) and Second Floor Flat (Natasha Tighe) each of which is a self-contained one bedroom flat forming part of the property known as 12 Thorn Road Worthing West Sussex BN11 3ND (the property).
- 2 The property comprises a Victorian mid-terrace house currently divided into 3 self-contained flats. The leaseholder of the third flat (first floor) is not a party to these proceedings.
- 3 It is situated in a quiet residential road close to the seafront in Worthing and with nearby access to all local services and amenities. The Respondent is the current freeholder of the property.
- 4 Both Applicants filed applications with the Tribunal under s27A Landlord and Tenant Act 1985 and included requests for orders under s20C of the 1985 Act and Schedule 11 para 5 of the Commonhold and Leasehold Reform Act 2002. Both applications were made in identical

- terms covering the years 2016-2022 (excluding 2018 and 2019) and were con-joined and heard together by a Tribunal sitting in Havant on 09 March 2023 where the Applicants represented themselves and the Respondent's property managers J W Watson were represented by Ms C Zanelli of Property Management Legal Services.
- 5 Directions were issued by the Tribunal on 28 October 2022, 15 November 2022 and 06 December 2022.
  - 6 An electronic bundle of documents had been filed with the Tribunal in accordance with the Directions and reference is made below to various pages in that bundle.
  - 7 An application requesting the Tribunal to carry out a physical inspection of the property made shortly before the hearing had been refused by a procedural judge and was not renewed at the hearing.
  - 8 In accordance with current Practice Directions the Tribunal did not make a physical inspection of the property but was able to obtain an overview of its exterior and location via GPS software and considered that it was able to deal with all the issues raised in the applications without a physical inspection.
  - 9 The first Applicant holds her flat under a lease dated 21 April 1986 for a term of 99 years from 05 February 1986 and made between R I Bright and E M Bright (1) as landlord and R M Shanahan and A C Mitchell as tenants (page 229). The original lease was varied in 2013 and incorporates the relevant covenants from the earlier lease. For all material purposes the terms of the second Applicant's lease are identical.
  - 10 In both cases the service charge year runs concurrently with the calendar year (January 01 – December 31).
  - 11 The Tribunal heard evidence from the first Applicant whose statement of case and reply to the Respondent's case are found on pages 71 and 551 of the bundle. The second Applicant had not filed a witness statement but her comments on the Respondent's case are found on page 550. For the Respondent Mr Ian Omant, the Respondent's property manager, was present at the hearing to testify to his witness statements (page 211 and 546). A witness statement made by Mr Andrew Witcombe (page 424) was read by the Tribunal but they were not able to give great weight to this evidence because having now left the Respondent's employment Mr Witcombe was not present at the hearing to be cross-examined on his evidence. The Tribunal declined to accept Mr Omant's adoption of Mr Witcombe's evidence as his own because he had not written the witness statement on page 424 but the Tribunal accepts that Mr Omant would probably have been familiar with the events described in Mr Witcombe's statement.
  - 12 The Tribunal explained to the Applicants that its role under s27A Landlord and Tenant Act 1985 was to determine whether a service charge was payable i.e. was allowed by the terms of the lease, and if so, whether the standard of work done and amount of money charged for that service were reasonable. The present Tribunal had no jurisdiction to deal with allegations that the landlord had been negligent or was in breach of covenant.
  - 13 Both Applicants said that they had no issues with the landlord's procedures in relation to service charges. They accepted that the s20

notice procedures had been followed, that demands for service charge had been correctly served and that they had each been asked to pay the correct one third proportion of the service charge as set out in their leases. The Tribunal did not therefore pursue any investigations relating to these matters.

- 14 In relation to the year 2016 the Applicants queried a £2,000 difference between the amount claimed under an insurance policy and the amount recovered from the insurer. The Respondent explained that a sum claimed under a policy would not always be recovered in full because the events giving rise to the claim might not be covered by the policy or the claim might be subject to an excess. He said that in the present instance the insurer had only paid 6 years of the claim and that there had been an excess payable which he thought would have been £250. The Tribunal accepts this explanation.
- 15 A similar issue had arisen in 2019 where the Applicants queried why the costs of alternative accommodation had been added to the service charge instead of being claimed under the insurance policy. The Respondent explained that the cost of alternative accommodation during planned major works (i.e. damage not caused by a storm or other insurable risk) was not covered by the policy and so was not claimable from the insurers. The charge for alternative accommodation had arisen because it had not been possible for the tenants of the first and second floor flats to remain in occupation while major works were being carried out. In relation to items recoverable as service charge, the lease in the present case includes the wording: 'the cost of *and incidental to* the performance by the landlord ....' (clause 4 (1)(b)(ii), page 237) which, in the absence of words to the contrary, appears to permit recovery of the cost of alternative accommodation. No argument to the contrary or challenge to the amount was put forward by the Applicants. Since this is therefore a service charge item its cost must be borne by all the tenants in their normal service charge proportions (in this case one third each) despite the fact that the benefit of the alternative accommodation was not enjoyed by the first Applicant.
- 16 In each of the years 2017, 2020 and 2021 the service charge final accounts show that the amount expended was less than the budget forecast. See e.g. for 2021 page 584 (budget) and 628 (final accounts) with the excess of the tenant's advance payment being credited back to the tenant. It appears that the Applicants may have confused the demands for advance payment (permitted under the lease and assessed in each year's budget) with the final accounts and they accepted the explanation provided to them at the hearing. No other issues remained in relation to these years.
- 17 The final accounts for the year 2022 had not yet been finalised and were not available to the Tribunal. The budget for the year (page 592-3) is in similar form to those for previous years and as such is approved by the Tribunal as being reasonable. When the Applicants receive the final accounts for that year they will have the opportunity to consider whether they wish to challenge the reasonableness of the figures for that year.

- 18 There remains however, the issue of the major works costing £94,000 undertaken in 2019. The first Applicant's evidence was that she had reported a water leak through the ceiling of her flat in 2013 but that no substantive repairs were carried out until 2017. Those repairs did not resolve the problem and eventually major works involving the removal and rebuilding of a bay at the front of the property were carried out in 2019. Both Applicants assert that there were snagging issues which the Respondent was slow to resolve and that there remains a water ingress problem at the property.
- 19 The Applicants questioned the need for and cost of the project manager and surveyor responsible for the major works contract. The Tribunal considers that the engagement of both a project manager and/or surveyor in a major works contract of this type is both normal and necessary and such professional costs are recoverable from the tenants under Clause 4(1)(b)(v) of the lease. The amount charged by the project manager in the present case is in line with the percentage costs normally charged in such cases. Since no alternative sums have been suggested by the Applicants the Tribunal finds the fee to be reasonable and payable in full.
- 20 The Applicants have not challenged the necessity for the works nor, in general terms their cost. What they do challenge is the length of time it took to identify and then resolve the problem.
- 21 The day to day management of the property is carried out by JH Watson Property Management represented at the hearing by its managing director Mr Omant whose firm has been dealing with this property since 1999. Paragraph 14 of Mr Omar's first witness statement (page 213) suggests that there was a problem with water ingress at the rear of the property as early as 2004 and that works were carried out to the first Applicant's flat in 2015.
- 22 While the choice of managing agent is a matter for the landlord, the Tribunal notes that in the present case the landlord's agent is situated more than 250 miles distant from the property and on its own admission the Respondent agent only inspected the property once each year relying on a local agent to report to them on matters which arose in the interim. They also said that they currently had very few properties on the south coast which may act as a disincentive to visit or inspect more frequently. Had they inspected more regularly they might have been more alert to the increasing severity of the water penetration at the property.
- 23 When looking at the annual budgets prepared by the Respondents and at the final accounts itemising the works carried out, it is evident that the Respondent had no long term maintenance plan in force for this property and that, other than routine health and safety and similar works, only minimal works were carried out seemingly only when a crisis arose. In recent years there was no evidence of any re-painting or maintenance of the exterior of the property despite its vulnerability because of its proximity to the sea. The Respondent admitted in evidence that a Victorian property, such as the subject property, required continuous maintenance. It is therefore surprising to find that, as stated above, there was no rolling maintenance plan in force.

- Had this been done the water leak might have been dealt with earlier and at a lower cost to the tenants.
- 24 Similarly, for some time there had been no cleaning of the common parts of the property. In the latter case the Tribunal notes that the Applicants had not objected to this omission and were cleaning the common parts themselves.
- 25 While the Tribunal acknowledges that the Respondent's charges were modest, consistent with the modest amount of work carried out by them, and on balance finds them to be reasonable, it does not condone their general lack of planning, foresight, communication and general care and attention to the property and its residents. For this reason the Tribunal reduces the Respondent's management fee for the property (ie all three flats) to £300 per annum for each of the years to which this application relates (2016, 2017, 2020, 2021 and 2022) This reduction is to be applied to the Applicants by a credit to their respective accounts made and confirmed to each Applicant in writing within 28 days of the date of this decision.
- 26 The Applicants also asked the Tribunal to make an order under s20C Landlord and Tenant Act 1985 and/or Schedule 11 para 5 of Commonhold and Leasehold Reform Act 2002 which prevents the Respondent from adding the litigation costs of this application to a future service charge bill.
- 27 Although a number of issues raised by the Applicants arose out of their misunderstanding either of the terms of their leases or of the documents sent to them by the Respondent, the latter's lack of communication with the tenants and the unacceptable time which they took in order to resolve the water ingress issues at the property may have left the Applicants with little choice but to pursue their Tribunal applications in which they have been partially successful. The Tribunal therefore considers that the Applicants should be protected, at least in part, against having to pay the Respondent's legal costs for their defence of the application and therefore makes an order limited to the sum of £500 in favour of each Applicant to apply in respect of both s20C and Schedule 11.
- 28 The Applicants have been only partially successful in their application therefore the Tribunal orders the Respondent to repay to each Applicant forthwith the sum of £100 in partial repayment of their application and hearing fees.

29 The Law  
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 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.

#### 21B Notice to accompany demands for service charges

(1)A demand for the payment of a service charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to service charges.

(2)The Secretary of State may make regulations prescribing requirements as to the form and content of such summaries of rights and obligations.

(3)A tenant may withhold payment of a service charge which has been demanded from him if subsection (1) is not complied with in relation to the demand.

(4)Where a tenant withholds a service charge under this section, any provisions of the lease relating to non-payment or late payment of service charges do not have effect in relation to the period for which he so withholds it.

(5)Regulations under subsection (2) may make different provision for different purposes.

(6) Regulations under subsection (2) shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament.

## S22 Landlord and Tenant Act 1985

22 Request to inspect supporting accounts &c.

(1) This section applies where a tenant, or the secretary of a recognised tenants' association, has obtained such a summary as is referred to in section 21(1) (summary of relevant costs), whether in pursuance of that section or otherwise.

(2) The tenant, or the secretary with the consent of the tenant, may within six months of obtaining the summary require the landlord in writing to afford him reasonable facilities—

(a) for inspecting the accounts, receipts and other documents supporting the summary, and

(b) for taking copies or extracts from them.

(3) A request under this section is duly served on the landlord if it is served on—

(a) an agent of the landlord named as such in the rent book or similar document, or

(b) the person who receives the rent of behalf of the landlord;

and a person on whom a request is so served shall forward it as soon as may be to the landlord.

## 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.

## 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).

## Section 47 Landlord and Tenant Act 1987

(1) Where any written demand is given to a tenant of premises to which this Part applies, the demand must contain the following information, namely—

(a) the name and address of the landlord, and

(b) if that address is not in England and Wales, an address in England and Wales at which notices (including notices in proceedings) may be served on the landlord by the tenant.

(2) Where—

(a) a tenant of any such premises is given such a demand, but

(b) it does not contain any information required to be contained in it by virtue of subsection (1),

then (subject to subsection (3)) any part of the amount demanded which consists of a service charge [F1 or an administration charge] (“the relevant amount”) shall be treated for all purposes as not being due from the tenant to the landlord at any time before that information is furnished by the landlord by notice given to the tenant.

(3) The relevant amount shall not be so treated in relation to any time when, by virtue of an order of any court [F2 or tribunal], there is in force an appointment of a receiver or manager whose functions include the receiving of service charges [F3 or (as the case may be) administration charges] from the tenant.

(4) In this section “demand” means a demand for rent or other sums payable to the landlord under the terms of the tenancy.

## Withholding of service charges Landlord and Tenant Act 1985 s21

(1) A tenant may withhold payment of a service charge if—

(a) the landlord has not provided him with information or a report—

(i) at the time at which, or

(ii) (as the case may be) by the time by which,

he is required to provide it by virtue of section 21, or

(b) the form or content of information or a report which the landlord has provided him with by virtue of that section (at any time) does not conform exactly or substantially with the requirements prescribed by regulations under that section.

(2) The maximum amount which the tenant may withhold is an amount equal to the aggregate of—

(a) the service charges paid by him in the period to which the information or report concerned would or does relate, and

(b) amounts standing to the tenant's credit in relation to the service charges at the beginning of that period.

(3) An amount may not be withheld under this section—

(a) in a case within paragraph (a) of subsection (1), after the information or report concerned has been provided to the tenant by the landlord, or

(b) in a case within paragraph (b) of that subsection, after information or a report conforming exactly or substantially with requirements prescribed by regulations under section 21 has been provided to the tenant by the landlord by way of replacement of that previously provided.

(4) If, on an application made by the landlord to the appropriate tribunal, the tribunal determines that the landlord has a reasonable excuse for a failure giving rise to the right of a tenant to withhold an amount under this section, the tenant may not withhold the amount after the determination is made.

(5) Where a tenant withholds a service charge under this section, any provisions of the tenancy relating to non-payment or late payment of service charges do not have effect in relation to the period for which he so withholds it.

(4) The landlord shall make such facilities available to the tenant or secretary for a period of two months beginning not later than one month after the request is made.

(5) The landlord shall—

(a) where such facilities are for the inspection of any documents, make them so available free of charge;

(b) where such facilities are for the taking of copies or extracts, be entitled to make them so available on payment of such reasonable charge as he may determine.

(6) The requirement imposed on the landlord by subsection (5)(a) to make any facilities available to a person free of charge shall not be construed as precluding the landlord from treating as part of his costs of management

any costs incurred by him in connection with making those facilities so available.

### Rule 13 of the Tribunal Rules of Procedure.

13.—(1) The Tribunal may make an order in respect of costs only

(a) under section 29(4) of the 2007 Act (wasted costs) and the costs incurred in applying for such costs;

(b) if a person has acted unreasonably in bringing, defending or conducting proceedings in—

- (i) an agricultural land and drainage case, (ii) a residential property case, or (iii) a leasehold case; or
- (c) in a land registration case.

(2) The Tribunal may make an order requiring a party to reimburse to any other party the whole or part of the amount of any fee paid by the other party which has not been remitted by the Lord Chancellor.

(3) The Tribunal may make an order under this rule on an application or on its own initiative.

(4) A person making an application for an order for costs—

(a) must, unless the application is made orally at a hearing, send or deliver an application to the Tribunal and to the person against whom the order is sought to be made; and

(b) may send or deliver together with the application a schedule of the costs claimed in sufficient detail to allow summary assessment of such costs by the Tribunal.

(5) An application for an order for costs may be made at any time during the proceedings but must be made within 28 days after the date on which the Tribunal sends—

(a) a decision notice recording the decision which finally disposes of all issues in the proceedings; or

(b) notice of consent to a withdrawal under rule 22 (withdrawal) which ends the proceedings.

(6) The Tribunal may not make an order for costs against a person (the “paying person”) without first giving that person an opportunity to make representations.

(7) The amount of costs to be paid under an order under this rule may be determined by— (a)summary assessment by the Tribunal;

(b)agreement of a specified sum by the paying person and the person entitled to receive the costs (the “receiving person”);

(c)detailed assessment of the whole or a specified part of the costs (including the costs of the assessment) incurred by the receiving person by the Tribunal or, if it so directs, on an application to a county court; and such assessment is to be on the standard basis or, if specified in the costs order, on the indemnity basis.

Judge F J Silverman as Chairman  
Date 22 March 2023

Note:

## RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk).
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28 day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.