FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**MAN/00FA/LSC/2021/0046**
Property	**:**	**FLAT 2, 295 ANLABY ROAD, HULL**
Applicant	**:**	**PETER CLARK**
Respondent	**:**	**LONG TERM REVERSIONS (TORQUAY) LIMITED**
Type of Application	**:**	**Application for orders under sections 27A and 20C, Landlord and Tenant Act 1985 and paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002**
Tribunal Members	**:**	**A M Davies, LLB** **J Fraser, FRICS** **H Clayton, JP**
Date of Decision	**:**	**20 January 2023**

DECISION

Pursuant to Rules 50, 53 and 55 of The Tribunal Procedure (First-tier Tribunal (Property Chamber) Rules 2013

The decision of the Tribunal dated 1 November 2022 is reviewed and the decision is to read as follows:

1) The service charges payable by the Applicant are reduced and payable as shown below

Year to	Reduction £	Description	Paragraph	Service charge payable £
31.12.2018	**435.40**	Insurance costs	15	**1010.25**
31.3.2019 31.12.2019	**22.78** **402.84**	Electrical work Insurance costs	28 15	**1389.72**

31.3.2020 31.12.2020	**31.50** **417.28**	Emergency light service Insurance costs	22 15	**1090.65**
31.3.2021	**31.50** **84.00** **21.75** **435.98**	Emergency light service Report on fire escape Bank charges Insurance costs	22 36 38 15	**988.51**

2) Any administration charges imposed by Pier Management Limited for non-payment of insurance costs are to be credited to the Applicant's account.

3) Pursuant to paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002, the Applicant's liability to pay the Respondent's costs of this application is extinguished.

4) Pursuant to section 20C of the Landlord and Tenant Act 1985, the Respondent's costs of this application may not be added to the Applicant's service charge account.

REASONS

1. The Applicant purchased the ground floor flat at 295 Anlaby Road, Hull at auction in August 2017. The low price of the property reflected its location and condition. 295 Anlaby Road is a terraced house converted into four flats, one on each floor of the building including a basement. Ms Lynette Petrini is the long leaseholder of the basement flat, and the Applicant says that Katmart Properties Limited own the flats on the first and second floors.

2. To the rear of the property is a yard which has no boundary feature between 295 Anlaby Road and the adjacent property. An iron staircase leads from the upper floors down to the yard, and it seems that this is a means of access – possibly the only means of access – to the upper flats. There is a back door from the yard to the Applicant's flat. According to the plan attached to his lease, the Applicant's flat includes the whole of the ground floor including the front and back doors. There do not appear to be any internal staircases. However the applicant's witnesses Ms McDermott and Mr Longdon of Flat 3 state that - because of alleged lack of attendance by cleaners – "*It was agreed between the residents that flat 4 would clean down to flat 3 and we would clean down to the ground floor and flat 1 would clean the main hall.*" Ms Petrini of Flat 1 (the basement flat) appears to have a

separate entrance from the front of the property, and therefore the witnesses' reference to "flat 1" may have been intended to refer to the Applicant's flat. As they say an agreement was reached about cleaning the "main hall" – presumably the ground floor corridor from front to back door – the plan attached to the Applicant's lease may be incorrect, or incorrectly coloured. Judging by the contractors' invoices for work to fire safety features in the property, it seems likely that there are common corridors and staircases.

3. On purchasing the flat, the Applicant was informed that the then current service charge was £742 for the year. It is not clear whether the Applicant obtained any legal advice prior to taking an assignment of the lease, but when service charges in subsequent years proved to be considerably higher than he expected, he raised concerns and complaints with the Respondent's agents and failed to pay service charges as they were demanded. In due course the Respondent issued County Court proceedings for the arrears. Separately, on 14 June 2021 the Applicant applied to this tribunal for a determination as to what service charges are payable for the years ending 31 March 2018, 2019, 2020 and 2021, and requested that the tribunal also consider the service charge budget for the year ending 31 March 2022.

4. The Applicant also requests

   (a) a determination as to whether the Applicant's liability to pay "a particular administration charge" (paragraph 5A(1) of Schedule 11 to the Commonhold and Leasehold Reform Act 2002) in respect of the Respondent's costs of this application should be reduced or extinguished.

   (b) on behalf of the Applicant and the other leaseholders of flats in the building, an order under section 20C of the Landlord and Tenant Act 1985 ("the 1985 Act") that the Respondent's costs of this application may not be added to the service charge account.

5. 295 Anlaby Road is managed for the Respondent by Inspired Property Management but the insurance arrangements and demands for payment of ground rent are made on behalf of the Respondent by Pier Management Limited.

6. The parties chose not to attend a hearing, and the matter was therefore decided on the basis of documents produced, including photographs. The tribunal has not visited the property. The Respondent is represented by JB Leitch and Mr Clark represented himself in the application.

THE LAW

7. Section 18 (1) of the 1985 Act defines a service charge as "–

18(1) ..... 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.....

(3) For this purpose –

(5) "costs" includes overheads....."

8. Section 19 of the 1985 Act limits service charges as follows:

"(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

(5) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard;

and the amount payable shall be limited accordingly."

9. In considering the payability of service charges, the tribunal first examines the wording of the lease, which sets out the contractual obligations entered into by the landlord and tenant.

THE LEASE

10. The Applicant's lease is dated 4 July 2008 and creates a term of 125 years from that date. The Services to be provided by the Respondent are set out in the Sixth Schedule. The Applicant agreed to pay a proportion of the Service Costs, and it appears that that proportion is one quarter. The Service Costs are "*the costs and expenses described in the Seventh Schedule hereto and shall include not only those costs and expenses which have been actually disbursed incurred or*

made by the Lessor during the year in question but also such reasonable part of all such expenses outgoings and other expenditure hereinafter described which are of a periodically recurring nature….whenever disbursed incurred or made and including a sum or sums of money by way of reasonable provision for anticipated capital and other expenditure in respect thereof as the Lessor may in its discretion allocate to the Service Charge Financial Year in question as being fair and reasonable in the circumstances."

11. Schedule 7 of the lease sets out the Service Costs to which the Applicant is to contribute, and includes:
"1. *All premiums costs and expenses incurred by the Lessor in or about the discharge of its obligations in relation to insurance….*
2. All costs expenses and outgoings whatsoever incurred by the Lessor in and about the discharge of the obligations on its part in particular (but without limiting the generality of such provision) those set out specifically in the Sixth Schedule hereto and also the costs of from time to time providing any additional service or item deemed necessary or desirable by the Lessor….
4. The cost of supplying electricity and other energy for all purposes referred to in the Sixth Schedule hereto."

12. The Sixth Schedule sets out the Landlord's covenants, which include obligations to insure the building, to keep the property generally in "*good and substantial state of repair and condition and decoration*", to clean the exterior of the flat windows, to decorate the exterior of the building, to keep the external parts of the property tidy and in good repair, and to clean and light the interior common parts.

13. Schedule 8 of the lease sets out the arrangements for ascertaining and collecting the Service Charge and, so far as relevant, includes the following:

"2(b) Such [annual service charge] estimate shall wherever possible be based on the actual cost and expense of providing the Services for the previous period …. Together with provision for any expected increase in costs for the succeeding period and together with such provisions as the …Lessor or its…agent may consider reasonable to provide for any future capital or unusual or other expenditure….

4. The service Costs in respect of each Financial Year shall be ascertained and certified by a Certificate….signed by an independent qualified accountant as soon after the end of such Service Charge Financial Year as may be practicable …. And a copy of which shall be supplied by the Lessor to the Lessee.
5. The Certificate shall contain a summary of the Service Costs during the Service Charge Financial Year…and the Certificate shall be conclusive evidence of the matters it purports to certify…. "

INSURANCE

14. The Applicant claims that the Landlord's insurance costs are not part of the service charges, have not been correctly claimed from him, and are therefore not payable. The Respondent's case is that insurance costs fall within the definition of Service Costs in the lease and are payable although demanded separately and by a company other than Inspired Management, the Respondent's general managing agents.

15. The tribunal finds that all insurance costs are included in the definition of Service Costs and may properly be claimed from the leaseholders. The Applicant is right to say that such costs have not been properly demanded. They are not included in the annual service charge account which is certified by independent accountants as required by Schedule 8 paragraph 4 of the lease. They are not separately certified. The Applicant has therefore incurred no liability to pay insurance costs although the Respondent may now seek to rectify the situation by producing revised documentation. This tribunal has not reached any conclusion as to whether such rectification is now possible.

CLEANING

16. The Applicant and his witnesses – the other leaseholders in the property – say that since they purchased their leases the cleaners employed by the Respondent have only attended at the property three times. These statements do not explain whether the three occasions on which the presence of cleaners was noticed by leaseholders occurred on the same dates. The tribunal has no information as to when the leaseholders are out at work or in what other circumstances the cleaners might have attended without being seen. There is no indication that the managing agents undertook regular checks of the building, or otherwise ensured that it was being maintained in accordance with the lease.

17. The Respondent has provided copies of paid invoices for monthly property cleaning and quarterly window cleaning from its contractors Cinderella Support Services and Bright Facilities Management Ltd, both VAT registered cleaning companies, for the period May 2018 to June 2019. The tribunal does not have sufficient evidence to conclude that the cleaners did not attend in accordance with their invoices. It appears that from about June 2019 the Respondent was in breach of its obligation to clean the interior of the premises, but in the service charge account budget for the year ending 31 March 2022 it included provision for £30 per month for cleaning common areas. The tribunal takes the view that if the work is done, that proposed cost is reasonable.

18. In February 2018 the Respondent paid £220 to Cromack Contracts for clearing the rear yard at the property. The Applicant objects on the ground that the contractors are not local, and that the yard is effectively shared with the adjoining owner, who should have been asked to contribute to the cost. The Respondent replies that the contractors only cleared the yard forming part of 295 Anlaby Road, and that they are a firm which it uses regularly to attend premises throughout the Yorkshire area. The tribunal finds that the cost of this work is reasonable. Given that the rear yard of the property is open and not secure, fly tipping may take place. This cost is payable as part of the service charges.

19. In April 2019 Cromack Contracts attended the property again to remove waste from the exterior of the property. The cost was £45, the work being undertaken as part of other work in the area. Although the Applicant claims that this cost is excessive there is no evidence of an alternative cost. The tribunal finds the figure reasonable and properly included in the service charges.

ELECTRICITY

20. The electricity bill queried by the Applicant is dated 4 June 2019 and states that it is "Your first electricity bill". The electricity consumed has been estimated since prior to 1 December 2013 and the total cost claimed in June 2019 is £960.05. The Applicant objects to paying for electricity consumed during a period of some three and a half years prior to his purchase of the flat. The Respondent says that the cost was incurred when the bill was received, and is therefore properly included in the

service charge account for 2019 pursuant to the judgement in *OM Property management Ltd v Burr [2013] EWCA Civ 479*.

21. The tribunal has considerable sympathy with the Applicant over this issue, and considers that had the property been well managed the managers would have ensured firstly that meter readings were taken to avoid repeated estimated charges and secondly that the supplier invoiced its charges regularly. Nevertheless, the lease refers to costs incurred by the Landlord, and this charge for electricity was incurred when billed in 2019. The Applicant is therefore due to pay his one quarter share.

HEALTH AND SAFETY

22. **Emergency light testing:** The Respondent arranged for annual tests of the emergency lights in the property, carried out by its contractors Complete Fire Solutions. In 2019 the contractors reported that the emergency lights were not working and needed to be replaced. Nevertheless an invoice for further tests in 2020 (£126) was passed on to the leaseholders in each of the years ending 2020 and 2021. The Respondent has conceded that these are not payable. However the cost of attendance by the contractors in 2018 and 2019 prior to their reporting the fault is properly included in the service charges.

23. **Risk assessment report:** A combined fire and health and safety risk assessment report was obtained from Cardinus Risk Management in May 2018 at a cost of £744. This indicated a number of matters to be addressed. The Applicant objects that this report was prepared by a company based in London and claims that £400 is an "industry standard" cost. However no evidence of this has been provided. The Applicant states that despite this report, the leaseholders have also been asked to pay for a fire risk assessment. The tribunal accepts the Respondent's assertion that Cardinus Risk Management have a nationwide network of consultants, the cost of the report being dependent on the nature of the property. The regulatory obligation to obtain such a report is separate to the need for a fire risk report. The tribunal notes that the recommendations in the report have subsequently been addressed by the Respondent, and considers that the cost of the report is not unreasonable. Consequently it is payable as a service charge.

24. **Asbestos surveys:** An asbestos reinspection report was obtained from Crucial Environmental in May 2018. The cost of this has not been contested by the Applicant.

25. In July 2019 a further asbestos report was obtained at a cost of £132. The recommendation to the Respondent was that there was strongly presumed to be asbestos present externally, and that it should be managed "by way of regular visual inspections to form part of your management plan". The Applicant objects to this expenditure, and to the cost of a further asbestos report dated June 2020 which was also £132. However, the Respondent, being on notice of the existence of asbestos at the property is required to include in its management plan regular checks to ensure that the relevant areas have not deteriorated to expose any harmful substance. The cost of these reports is therefore properly included in the service charge accounts.

26. **Fire alarm system:** Complete Fire Solutions attended the property on 3 August 2018 to repair and upgrade the fire alarm system at a cost of £288, and again on 1 March 2019 at a cost of £128.54. The Applicant has evidence that the faults in the system and other health and safety issues at the property dated from 2015. He objects to paying for the correction of faults which existed before he bought his flat, saying that the claim should be barred pursuant to section 20B of the Landlord and Tenant Act 1985. That section refers to costs which were "incurred" – ie invoiced – more than 18 months prior to their inclusion in a service charge account. In this instance the cost was incurred by the Applicant during the service charge year in which it is claimed. The Applicant does not object to the amount claimed, and therefore these items are payable.

ELECTRICAL WORKS

27. In October 2017 the Respondent arranged for electricity to be reconnected at 295 Anlaby Road, for the water supply to be restored, and for the installation of a key safe. The cost was £678. The Applicant claims that this charge is excessive because the contractor came from Halifax, and moreover that the water and electricity was already connected. The work was carried out by AP Property Services, which the Respondent says is a company they use to cover the whole of Yorkshire. It does not appear from the face of the invoice that any mileage or travelling time was included in the cost. The Applicant says that the charge should have been 2 hours at £50 per

hour plus work on the key safe: total including VAT £144. However there is no evidence of a local contractor's rate for providing this service. The Respondent says generally that Anlaby Road is seen as such a poor area that local contractors are unwilling to attend there, and the tribunal accepts that this may be the case. In any event the Respondent is entitled to use contractors that it knows and trusts provided the cost to the leaseholders is reasonable. The tribunal considers that the cost in this instance seems to be high, but has no evidence on which to substitute an alternative figure. The tribunal has seen an email from the Applicant dated 28 September 2017 asking the Respondent to turn on the water supply, and therefore accepts that there was a need for these connections to be made. The tribunal finds that this invoice is properly included in the service charge account.

28. In April 2018 the Respondent asked APL Electrical Limited to attend the property, where there had been a report that an electrical socket was not live. The electricians attended from Leeds and charged double time plus mileage for 68 miles. They identified a necessary upgrade to the electrical circuit in the property. The tribunal finds that the situation did not justify an emergency or bank holiday attendance, and further that the mileage is not to be included. The cost should therefore be reduced from £149.64 to £58.50.

29. On 3 July 2018 APL Electrical Limited attended to carry out the works identified in the previous April at a cost of £744 including VAT and (presumably) materials. The Applicant objects to the use of out of town contractors and states that the charge is excessive. There is however no evidence of the charging rates that would be applied by a local contractor. The invoice does not, on the face of it, include travelling time or mileage and the tribunal has no basis on which to substitute an alternative figure. This cost is therefore properly charged as a service charge.

30. In March 2019 Microlynx Ltd charged £480 to carry out an EICR test. The Applicant claims that an "industry standard" charge would be £320. However no evidence is supplied in support of this, and the fee for the test will depend on the complexity and size of the property being tested. In this case there were 4 flats to test, as well as common parts. The tribunal does not have evidence on which to base a finding that this cost is excessive or to substitute an alternative figure, and this item is therefore payable as a service charge.

REPAIRS

31. In January 2018 the Respondent arranged for ELU Building Services Limited to repair the spindles on the external stairs to the rear of the property, to replace the damaged rear door, and to repair one of the external steps. The cost was £1000 including VAT. The Applicant refers to a "national average", and takes the view that the total cost should have been less than £400 plus VAT. No evidence is produced in support of his figures. The Applicant also objects to the use of a contractor whose address is in Halifax. The Respondent says that the workmen came from York and that mileage was not charged. The cost includes materials. The tribunal has no evidence on which to base a finding that this cost is excessive and it is properly payable as a service charge.

32. In January 2018 AP Property Services charged £72 for investigating the flat roof and gutters and in March 2018 they attended to carry out roof and gutter repairs at a cost of £804 including materials. The Applicant again objects to the use of a contractor from Halifax, and says that there should not have been an initial charge for investigating and quoting for the work. He says that he could have the job done locally for £50. The Respondent answers that this is a contractor often used by the Applicant which is trusted to carry out work anywhere in Yorkshire. The invoice does not refer to mileage or travelling time. The tribunal has no evidence of the cost that would have been paid to a local contractor, and finds that it was not unreasonable for the Respondent to pay for initial investigation as to the amount of work and materials that would be needed. The Applicant further states that following this work there were continuing leaks at the property. However there is neither evidence that any continuing leaks were reported to the Respondent, nor, if there was subsequent ingress of water, that it came from the area where this work was carried out. These invoices are properly included in the service charges.

33. In March 2018 work was done on the drains at the property. First, AP Property Services charged £48 for unblocking a drain. The Respondent confirms that this was separate work to the clearing of the guttering. Secondly CDC Draincare charged £192 to carry out a specialist clearance of the same blocked gully which AP Property had temporarily cleaned. The tribunal accepts that these works were necessary as

part of the overall attempt to improve the condition of the property, and finds that the cost was reasonable and is properly payable.

FURTHER ITEMS

34. **Notice board:** In September 2019 Bright Facilities Management Limited were asked to instal a notice board, at a cost of £48, the notice board having been purchased by the managing agents for £30.78. The Applicant says that the charge is excessive and demonstrates a failure of the Respondent's duty of care. However no evidence has been adduced to support his alternative figure of £40. The tribunal considers that the cost of these items is reasonable and to be included in the service charge.

35. **Letter box:** the Risk Assessment obtained by the Applicant in 2018 identified the need for a more secure letter box at the property. This was supplied and installed in June 2019 by Flex Group at a cost of £84. The Applicant says that the cost is excessive and proposes a figure of £30, but no evidence in support has been provided. The tribunal considers that the cost is reasonable and is properly payable as a service charge.

36. **Fire escape:** The Risk Assessment had also confirmed that there was no evidence of inspection and maintenance of fire exits and fire doors. The metal stair fire escape to the rear of the property was inspected in February 2021 by Dunster Consulting, who reported on it at a cost of £936. This is a two page report which describes the stair in some detail and concludes that it is in an acceptable and safe state of repair, but required some rust treatment and redecoration as maintenance. The Applicant objects to the cost of this report, arguing that a free assessment could have been obtained along with a quotation for any work that was required. He objects to the use of an out of town contractor. The Respondent says that a specialist surveyor undertook the report and points out that the Applicant has provided no comparative quote. Despite the lack of evidence of any alternative cost the tribunal from its own knowledge and experience takes the view that the cost of this report is excessive. A cost of £500 plus VAT, total £600 is allowed for this and the service charge will be reduced accordingly.

37. **Fencing and gate:** In May 2019 Flex Group supplied and installed a new fence and gate to the front and rear of the property at a cost of £540. The Applicant says that the work is unfinished and suggests that the cost be reduced to £400. He has not provided any comparative costs quotation. The photographs produced by the Respondent show that a simple wooden fence and gate was erected along the lane to the rear of the property although a photograph produced by the Applicant's witness Ms Petrini suggest that the gate is not in use. Clearly the work was carried out and the tribunal has no evidence to support the claim that the price was excessive. This item should therefore remain in the service charge account.

38. Other items listed in the Scott Schedule produced by the parties either have no comment from the Applicant, or are accepted by him. However in a separate list of disputed items he has raised the issue of bank charges which appear in the 2021 service charge account in the sum of £87. The Respondent has not commented on this objection and has not produced any statements or invoice in support of the cost. This charge is therefore removed from the service charge account for that year. Bank charges claimed in previous years were not challenged by the Applicant.

39. The Applicant has also, in the same document, challenged the sinking fund, which has been charged annually at £800. The lease provides for the creation of a sinking fund in the interests of good management in order to spread the cost of major works to the property. The tribunal allows the sinking fund element of the service charges for the years ending 31 March 2018 – 2021.

ADMINISTRATION FEES

40. As arrears accrued on the Applicant's service charge account Inspired Property Management Limited sent him warnings that unless payments were made administration fees would be added to the account. On each occasion he was warned of the amount which would be added as fees for reminder letters and, ultimately, for referral to solicitors for further action. The Tribunal has seen invoices for these fees dated 14 June 2018, 4 September 2020, and 6 October 2020 which total £252. These fees are not service charges but are recoverable under paragraph 32c) of the Fifth Schedule to the lease. The amounts charged are reasonable and these administration charges are payable by the Applicant.

41. Although the documents in the bundle do not provide sufficient information, it appears that Pier Management Limited also sent the Applicant invoices for administration charges, or at least threatened to do so. The Applicant says that he paid the ground rent. If this is correct, any administration charges raised by Pier Management Limited related to non-payment of insurance costs, which had not become due. Any such administration charges must be credited back to the Applicant. The Tribunal is not able to be specific about the amount of any such credit.

BUDGET Y/E 31 3 2022

42. The tribunal was asked to comment on the budget figures for year ending 31st March 2022. The Applicant says "*The whole budget is disputed as being excessive and no consultation*". The service charge account for that year may now have been produced, but has not been seen by the tribunal. The figures in it will be subject to further scrutiny if required, in the event of another application to the tribunal. At this stage the following comments are made:

(a) The sinking fund provision has been increased from £800 to £1550. This increase would need to be supported by a 5 or 10 year preventative maintenance survey justifying the additional cost to the leaseholders.

(b) Nearly £2000 has been allowed for work to the fire escape. As noted above the report on the fire escape indicated that apart from minor work to rust and painting no work was required at present.

(c) £100 appeared for the first time in the account for y/e 31 March 2021, and appears again in this budget, described as "client budget approval fee" and "client YE account approval fee". Without more information the tribunal sees no justification for this charge. It has not been directly queried by the Applicant for the year ending March 2021 and has therefore not been removed from the service charge account for that year in this determination.

(d) The figures for fire maintenance (£1050) and Emergency Lighting Maintenance (£1345) have both increased substantially. Such increases will have to be fully justified by the Respondent.

(e) Provision for general repairs has been made in the sum of £2175. This appears to be high, and again any such expenditure will need to be fully justified, and a decision made as to whether all or part of any anticipated cost should be drawn from the reserve fund.

43. Costs and interest associated with the County Court proceedings issued by the Respondent are outside the jurisdiction of this tribunal.

PARAGRAPH 5A, schedule 11, Commonhold and Leasehold Reform Act 2002

44. The Applicant seeks an order under this paragraph that he should not be charged for the Respondent's costs of this application.

45. The Respondent has failed to comply with the terms of the lease in regard to insurance costs claimed from the Applicant, which he has not paid. In correspondence and in these proceedings it has insisted that the insurance costs have been properly demanded. As noted in these reasons a small number of other over-charges have been identified, and there are concerns as to whether the substantially increased budget for the year ended 31 March 2022 was justified. Further, several items which have been properly included in the service charge budget are there because of serious management failures in the past.

46. In these circumstances, the tribunal extinguishes the Applicant's liability to pay any administration charge in respect of the Respondent's costs of this application.

SECTION 20C Landlord and Tenant Act 1985

47. Finally, the Applicant has applied on behalf of himself and the other leaseholders in the building (said by the Applicant to be Ms Lynnette Petrini and Katmart Properties Limited) for an order that the Respondent's costs of this application may not be added to the service charge account.

48. The Tribunal has not been provided with any evidence that the leaseholders of flats in the building other than the Applicant have agreed that the Applicant may apply for an order under section 20C on their behalf. The Tribunal therefore has no jurisdiction to make such an order in their favour.

49. For the reasons given above at paragraph 45, a section 20C order is made in respect of service charges payable by the Applicant.

REASONS FOR REVIEW

1.The decision dated 1 November 2022 has been reviewed at the request of the Respondent and amended in the following respects

(1) Paragraph 1 of the decision: to correct typing errors and incorrect paragraph references.

(2) Paragraph 4 of the decision, and paragraphs 48 and 49 of the reasons: to apply the section 20C order solely to the service charge account of the Applicant.

This amendment complies with the decision of the Upper Tribunal in *Plantation Wharf Management Ltd v Fairman* [2020] L. & T.R. 7, the Tribunal not having received any express authority or consent from the remaining leaseholders in the property for a section 20C order to be made on their behalf by the Applicant.

(3) Paragraph 1 of the reasons: following the determination on 1 November 2022 the Respondent has advised that Katmart Properties Limited are not leaseholders of flats in the property as stated by the Applicant.