



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

Case reference : **LON/00AQ/LSC/2023/0031**

Property : **Flat 3 Milburn House Ray Gardens
Stanmore HA7 3FW**

Applicant : **Amber Elysia Nolan**

Representative : **Represented herself**

Respondent : **Jasper Management Ltd (1)
London Block Management (2)**

Representative : **Barnaby Hope (counsel)**

Type of application : **Section 20C and s27A Landlord and
Tenant Act 1985 (service charges)

Sched 11 para 5 Commonhold and
Leasehold Reform Act 2002**

Tribunal members : **Judge Rosanna Foskett
Mr Andrew Lewicki**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **14 November 2023. Reviewed under Rule
55 and re-issued with corrections marked
in red below on 10 January 2024.**

DECISION

Determination

1. For the reasons set out below, the Tribunal determines that the following service charges are payable and reasonable for the service charge year ended 31 December 2022:
 - (i) Cleaning, the sum of £1,141.36;
 - (ii) Electricity, the sum of £961;
 - (iii) Gardening services, the sum of £300;
 - (iv) General repairs, the sum of £75 (made up of £20 for a parking sign and £55 for a bin store door repair);
 - (v) Lift maintenance, the sum of £985;
 - (vi) Management fees, the sum of £1,440 plus VAT (i.e. £180 + VAT per unit);
 - (vii) Sundry expenditure, nothing;
 - (viii) Health, safety and fire risk assessment, the sum of £474;
 - (ix) Sinking fund contribution, the sum of £781.

The Application and the hearing on 20 October 2023

Background

2. Harrow Property Ltd is the freeholder of land on the north side of Stanmore House, 15-19 Church Road, Stanmore, HA7 4AR. Harrow Property Ltd developed the land and one part of the development is Milburn House, a block of 8 flats on 2 levels with a car park below ground level (“**Milburn House**”). Harrow Property Ltd demised Flat 3 at Milburn House to the Applicant for a premium of £322,000 under a 999 year lease from 1 September 2021 (“**the Flat**”). Under the lease, the Applicant is obliged to pay service charges, which is defined as “*10.88% or such fair proportion as [Harrow Property Ltd] shall from time to time reasonably allocate of the costs and expenses that [it] incurs pursuant to its covenants contained in the Second Schedule hereto.*” The Second Schedule sets out Harrow Property Ltd’s obligations in relation to Milburn House.
3. The parties both accept that Jaspar Management Ltd, a company connected to Harrow Property Ltd, is entitled to collect the relevant service charges in relation to Milburn House and has been carrying out Harrow Property Ltd’s functions under the lease for this purpose. That is why Jasper Management Ltd is listed as the primary respondent to this application.
4. The Applicant seeks a determination under section 27A of the Landlord and Tenant Act 1985 as to whether service charges are payable and reasonable. She

also asks for an order for the limitation of the landlord's costs in the proceedings under section 20C of the Landlord and Tenant Act 1985 and an order to reduce or extinguish the tenant's liability to pay an administration charge in respect of litigation costs, under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.

5. The Tribunal gave directions on 23 May 2023.
6. At the hearing on 20 October 2023, the Applicant represented herself and gave evidence. The Respondent was represented by Mr Barnaby Hope (Counsel) and was accompanied by Ms Shaili Shah of Jasper Management Ltd, who gave oral evidence on behalf of the Respondents. No one attended on behalf of the managing agents, London Block Management, who were **Harrow Property Ltd's/Jasper Management Ltd's appointed managing agents in relation to Milburn House from July 2022 pursuant to a management agreement dated 14 July 2022 at page 265 of the Respondent's updated bundle. Notice was given by Jasper in September 2023 and London Block Management's management services will terminate with effect from 1 January 2024. Therefore, for the period to which this dispute relates (i.e. service charges for the year ended 31 December 2022), the Property was managed for about half the year by Jasper and about half the year by London Block Management.**
7. The Applicant confirmed at the outset of the hearing that the items in dispute were those set out in the Schedule which appeared at page 10 of her bundle.
8. Further, at the outset of the hearing:
 - (i) the Tribunal was provided with a Skeleton Argument from Mr Hope;
 - (ii) the Respondent applied to rely on an updated bundle, which contained a few further documents in addition to those included in the original bundle;
 - (iii) the Applicant opposed the Respondent's application but stated that, insofar as the new documents were relied on, she wished to rely on further documents to rebut that evidence herself.
9. The Tribunal determined that it was in accordance with the overriding objective for the limited further documents in the updated Respondent's bundle to be taken into account and that the Applicant would be permitted to rely on documentary and oral evidence in response to those documents.
10. Neither party had requested an inspection. The Tribunal had detailed photographs in evidence and did not consider that an inspection was necessary or proportionate.
11. Ms Nolan was given the opportunity to ask questions of Ms Shah in relation to the oral evidence she gave. Mr Hope was giving the opportunity to ask questions of Ms Nolan in relation to the evidence she gave.
12. The relevant legal provisions are set out in the Appendix to this Decision.

Cleaning

13. The sum claimed by Jasper for the year to 31 December 2022 was £1,141.36.¹
14. The Applicant accepted that, in principle, charges for this service could be claimed by Jasper as service charges.
15. However, the Applicant disputed that the costs were reasonable in amount.
 - (i) Her evidence was that the cleaning of communal areas was not completed weekly and there had only been one window clean at the beginning of 2022 shortly after she completed the purchase of her flat on around 5 January 2022 and nothing further.
 - (ii) She drew attention to the fact that one invoice from a Mr Simoes provided by Jasper in purported support for the provision of cleaning services by Pure Polish referred to “cleaning alleyway jasper office, front of jasper entrance” and concluded from that that the cleaning services provided and invoiced for in such invoices did not relate to the communal areas of Milburn House, but instead to Jasper’s own office premises.
 - (iii) The Applicant also complained that the first invoice from Pure Polish was for a visit in February 2022, when she completed on the purchase of her flat on around 5 January 2022, thus evidencing – according to the Applicant – that weekly cleans were not carried out.
 - (iv) The Applicant did not dispute that the charges of £19.50 per 1.5 hours (Pure Polish), £26 for 2 hours (on one occasion Pure Polish charged for 2 hours²) and £27 for 2 hours (M. Ibraj) were reasonable, assuming the services were in fact carried out.
16. The Respondent’s updated bundle included invoices from M. Ibraj (2 hours cleaning in January 2022) and Pure Polish (1.5 hours or 2 hours from February 2022 onwards).
17. Ms Shah gave oral evidence that:
 - (i) The cleaning was carried out at Milburn House **and** Jasper’s own offices every week by Pure Polish, because the premises are very close to each other;
 - (ii) The narrative “cleaning alleyway jasper office, front of jasper entrance” on page 221 of the Respondent’s updated bundle³ (the invoice for £60 for a visit from Mr Simoes on 5 December 2022) was incorrect and that the invoice in fact related to garden maintenance at Milburn House.
18. The Tribunal finds that:
 - (i) The cleaning in January 2022 was carried out by M. Ibraj and was charged for by M. Ibraj;

¹ The service charge accounts shows the amount as £1,201 (page 65 of the Respondent’s updated bundle), but the Tribunal was informed by the Respondent’s representative at the hearing that the relevant invoices for cleaning were M. Ibraj and Pure Polish invoices for internal cleaning totaling £821.36 and £300 for one window clean. An invoice of £60 for a visit by Arlindo Simoes on 5 Dec 2022 had been erroneously included in the accounts under “Cleaning” when it should have been allocated to garden maintenance, such that the correct figure for cleaning was £1,141.36, not £1,201.

² Page 183 of the Respondent’s updated bundle.

³ Using the page number which appeared in black bold text in the centre at the top of each page in the bundle.

- (ii) The cleaning was subsequently carried out by Pure Polish and Pure Polish charged for the work they did when they attended;
 - (iii) The cleaning was done to a satisfactory standard;
 - (iv) The costs charged by M. Ibraj and Pure Polish are reasonable.
19. The Tribunal has sympathy with the Applicant's suggestion that there was a lack of clarity over the charges in the paperwork. It is unfortunate that it was only at a Tribunal hearing that clear information was provided by Jasper to the Applicant as to the calculation of the costs charged. Nevertheless, the Tribunal has no reason to disbelieve Ms Shah's evidence, particularly because she works at Jasper's offices each day and sees when cleaners attend. On the contrary, the Applicant works and is not always at home during the day to see whether cleaners attend or not. The Tribunal has no reason to believe that Pure Polish have not attended when they have submitted invoices for cleaning services rendered.

Electricity

20. The sum claimed by the Freeholder for the year to 31 December 2022 was £961.⁴
21. The Applicant accepted that, in principle, charges for this service could be claimed by Jasper as service charges.
22. However, the Applicant disputed that the costs were reasonable in amount. The Applicant gave evidence that the electricity claimed by Jasper included:
- (i) electricity supplied to the car park in the basement of Milburn House, to which the residents of the 8 flats do not have access following a sale of the car park to a third party (since around February 2022); and
 - (ii) electricity supplied to an outdoor bin store which was used both by residents of Milburn House and of Stanmore House, a separate building nearby which was completed in November 2022 with 11 flats.
23. The Respondent's updated bundle included British Gas invoices for the communal areas electricity for the year ended 31 December 2022. Those invoices totaled £1,296.77, although only £961 was charged to the leaseholders at Milburn House (split between the 8 flats). There is no suggestion by the Applicant that the charges are unreasonable in amount and invoices were provided to show what British Gas had charged for electricity during the period. Mr Hope and Ms Shah had no explanation for why only £961 was re-charged to the leaseholders in Milburn House, but plainly the leaseholders have not been re-charged the full amount of the invoices and have benefitted from a discount from the actual costs incurred by Jasper. Ms Shah's evidence (which the Tribunal accepts) is that the third party owner of the car park has been charged a contribution towards the total electricity for Milburn House for the relevant period.

⁴ The service charge accounts shows this amount (page 65 of the Respondent's updated bundle).

Garden maintenance

24. The sum claimed by the Freeholder for the year to 31 December 2022 was £600.⁵
25. The Applicant accepted that, in principle, charges for this service could be claimed by Jasper as service charges.
26. However, the Applicant disputed that the costs were reasonably incurred and reasonable in amount. The Applicant gave evidence that the garden maintenance costs claimed by Jasper:
- (i) Were unreasonable because there is very little greenery at Milburn House which requires maintenance, **in particular because what little greenery there was was partially concreted over by the landlord as part of building bike storage (which the Applicant does not accept is permissible);**
 - (ii) Were unreasonable because the service provided was not of a reasonable standard and resulted in significant amounts of rubbish being left around the bin store (which was the responsibility of the gardeners to clean, a point which was accepted by Ms Shah of Jasper), including a Christmas tree not being removed until late 2023⁶ and a homeless man being found sleeping in the bin store;
 - (iii) Should have been limited to **£200** for the year (**i.e. a third of the £600 claimed**) – **this was her suggestion in oral evidence, although her written schedule had stated that £0 should be payable for the year ended 31 December 2022;**
 - (iv) Should have contained no element for garden maintenance at Stanmore House because it was not occupied until around September 2022.

27. Ms Shah gave evidence that:

- (i) The gardener maintained the external areas of Milburn House and Stanmore House every week, but billed Milburn House one week and Stanmore House every week; this is confirmed in an email dated 18 October 2023 from Mr Simoes, the gardener, at page 221.19 of the Respondent's bundle;
- (ii) She worked at Jasper's offices every day and so saw the gardeners attend every Monday and clean around the bin stores and external areas; she said that if they missed a day, it was easily noticeable by her and she would call them and ask them to attend;
- (iii) The total amount for the year was £780 (i.e. £15 per week for 52 weeks, as shown by the invoices from Mr Simoes in the Respondent's bundle) but only £600 in total was charged to the leaseholders of Milburn House.

28. The Tribunal finds that:

- (i) The garden maintenance was carried out by Mr Simoes weekly at Milburn House and Stanmore House and accepts Ms Shah's evidence that they attended every Monday or, if they missed an appointment, shortly

⁵ The service charge accounts shows this amount (page 65 of the Respondent's updated bundle).

⁶ Photographs dated October 2023 were in the bundle showing a Christmas tree still in the bin store.

afterwards at her request;

- (ii) However, the work was not done to a satisfactory standard, as demonstrated in particular by the photographs of significant amounts of rubbish in the bin store;
- (iii) A charge of £300 for the year attributable to Milburn House was reasonable, given the standard of the work.

29. The Tribunal again has sympathy with the Applicant's suggestion that there was a lack of clarity over the charges in the paperwork. It is unfortunate that it was only two days before the Tribunal hearing that clear information was provided by Jasper to the Applicant as to the calculation of the costs charged; Mr Simoes' billing practice is potentially confusing.

General repairs

30. The sum of £170 claimed for general repairs as service charge was made up of £55 for a bin store door repair, £20 for a replacement parking sign and a water bill from Affinity Water (just under £98) for common parts which appeared in the Respondent's updated bundle at page 168.

31. The Applicant's position was that:

- (i) The bin store door charge should have been apportioned between Milburn House and nearby Stanmore House (which also uses the bin store);
- (ii) The parking sign should be paid for by Jasper because the parking space in which it has been installed is used by Jasper;
- (iii) There is no communal water supply in the building used for any common parts cleaning and so there should be no service charge in this regard. The Applicant's evidence was that the gardeners who clean the terrace (common parts) bring a petrol power washer and have no need for a water supply for cleaning. She also complained that the water bill had been provided very late.

32. Ms Shah gave evidence that:

- (i) The £55 bin store charge dated from February 2022 before Stanmore House was occupied by any residents and was therefore wholly attributable to Milburn House;
- (ii) The £20 parking sign had to be replaced because residents had damaged it;
- (iii) There is a communal parts water supply with a tap in the basement from which the gardeners run a pipe to clean the terrace (common parts) above. She said she had personally seen them connect the hose because she had provided access to them on occasions to the basement where the tap is.

33. The Tribunal finds that:

- (i) The bin store door and parking sign repairs were payable under the terms of the lease, reasonably incurred and reasonable in amount;
- (ii) It does not need to resolve the conflict of evidence in relation to the water

supply, because it is not reasonable for Jasper to use a garden maintenance company which effectively charges the residents for water used as well as the service provided, when many such companies bring all their equipment with them.

Management fees

34. The sum claimed for the year to 31 December 2022 was £2,288 (i.e. £275+VAT per unit).⁷
35. The Applicant accepted that, in principle, charges for management fees could be claimed by Jasper as service charges under the terms of the lease. However, the Applicant disputed that the costs were reasonably incurred and reasonable in amount. The Applicant gave evidence that:
- (i) The service provided by Jasper (January to mid-June 2022) was effectively no proper service at all;
 - (ii) The accounts were provided very late (August 2023);
 - (iii) Jasper had not dealt properly with her complaints;
 - (iv) Jasper did not respond to queries about the service charges;
 - (v) Jasper had failed to give the Applicant prior notice in accordance with the terms of her lease when they needed to do repair works in early 2022;
 - (vi) Jasper had sent emails that were of an abusive and aggressive nature.
36. The Respondent submitted that:
- (i) £275+vat per unit was reasonable;
 - (ii) Some of the Applicant's wide-ranging complaints did not relate to service charge issues or block management but to trying to resolve the dispute between the Applicant and the Freeholder as to the car park;
 - (iii) The Tribunal could apply a notional discount if it considered the service provided during the period (either by Jasper up to July 2022 or by London Block Management after that) to have fallen below an appropriate standard.
37. Ms Shah candidly accepted that London Block Management's services at the Property had not been satisfactory and that is why their appointment had been terminated. Ms Shah explained that the reason Jasper had been liaising with the Applicant directly was because of London Block Management's poor service.
38. The Tribunal accepts the Applicant's evidence that the service provided by Jasper was not of a reasonable standard (for the period January to mid-July 2022, when London Block Management took over management) and Ms Shah's evidence that in some respects the service provided by London Block Management was not of a reasonable standard which is why Jasper terminated the appointment (although this latter point does not bear on the sums in dispute in these proceedings, since they largely relate to sums incurred prior to London

⁷ The service charge accounts shows this amount (page 65 of the Respondent's updated bundle).

Block Management's appointment). The Tribunal also accepts that at least one email in the bundle (**sent by an employee of Jasper**) which it saw was of an inappropriate nature and highly unprofessional and offensive towards the Applicant. However, the Tribunal also noted from the way in which the Applicant presented her case that a significant focus for her was on the dispute surrounding the car park, rather than on leasehold management issues. The Tribunal therefore does not accept that no service was provided during the year and considers that an allowance of £180+VAT per unit should be made as a reasonable amount.

Lift maintenance

39. The sum claimed by the Freeholder for the year to 31 December 2022 was £985.⁸
40. The Applicant accepted that, in principle, charges for lift maintenance could be claimed by Jasper as service charges under the terms of the lease. However, the Applicant disputed that the costs were reasonably incurred and reasonable in amount. The Applicant gave evidence that no residents use the lift because the lift only serves one floor in the building (which has just 6 stairs from the floor below) because access to the basement car park (which was serviced by the lift) being cut off in February 2022 and that a maintenance contract at the rate charged as service charge was unreasonable. The Applicant expressed dissatisfaction with what she perceives to be an impermissible approach by Jasper in selling the car park in the basement, because the Applicant's position is that residents are legally required to have a parking space and a bike store in the basement and access to gas meters. That is not a matter before the Tribunal but it did appear to have an impact on the Applicant's approach to the lift charges.
41. The Respondent submitted that:
- (i) Unless the lift is decommissioned entirely, there needs to be a maintenance contract for it;
 - (ii) The sums were reasonable and backed up by the contract and invoice which were provided in the bundle.
42. The Tribunal accepts the Respondent's submissions on this point. No alternative suggestions as to an appropriate figure for a lift maintenance contract were put forward by the Applicant and the Tribunal finds that the amount claimed was reasonable.

Sundry expenditure

43. The sum claimed was £65 but no invoices were provided by the Respondent and the Tribunal therefore considers that the service charge for this item was unreasonable.

⁸ The service charge accounts shows this amount (page 65 of the Respondent's updated bundle).

Health, Safety and Fire Risk Assessment survey

44. The sum claimed by the Freeholder for the year to 31 December 2022 was £474.⁹
45. The Applicant accepted that, in principle, charges for such a survey could be claimed by Jasper as service charges under the terms of the lease and did not suggest that the amount itself was unreasonable, but expressed dissatisfaction with not having had proper information about this item from Jasper.
46. Ms Shah gave evidence that this was done when London Block Management were managing Milburn House and although the invoice was provided in the bundle for the survey she could not give any further information about it.
47. The Tribunal accepts that this sum is payable and was reasonable. Whilst it is not satisfactory that no further explanation could be given about the nature of the work, the invoice makes it clear that the survey was done and was done at the Property and such a survey is plainly part of good management of such a block. No alternative suggestions as to an appropriate figure were put forward by the Applicant and the Tribunal finds that the amount claimed was reasonable.

Sinking fund

48. At the hearing, the Applicant clarified that she was not challenging the amount claimed for the sinking fund contribution under the terms of the lease but asserted that there should be a contribution from the third party owner of the basement. Whilst this is not within the scope of the Tribunal's jurisdiction, Ms Shah did note that the third party owner of the basement was contributing an amount equal to that of each flat.

Costs

49. With her application, the Applicant made an application under section 20C of the Landlord & Tenant Act 1985 that the costs in connection with the proceedings should not be included in any service charge payable by the Applicant and under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 for an order which reduces or extinguishes the applicant's liability to pay an "administration charge in respect of litigation costs" i.e. contractual costs in a lease.
50. Counsel for the Respondent submitted that an order should be made to reflect whatever success each party had on the application.
51. The Tribunal's discretion in relation to making such orders is wide but regard must be had to what is just and equitable in all the circumstances. The Applicant has, as can be seen from the decision above, had very limited success in challenging the payability or reasonableness of the service charges in question and spent some time raising points with the Tribunal (both orally and in writing) that were irrelevant to the issues in dispute. However, many of the

⁹ The service charge accounts shows this amount (page 65 of the Respondent's updated bundle).

Freeholder's explanations for service charges were produced very late and some of the disputed items could have been avoided had there been clearer communication between the parties in advance. In those circumstances, the Tribunal makes an order under section 20C that 10% of the costs in connection with the proceedings should not be included in any service charge payable by the Applicant and, insofar as the Freeholder has a contractual right to charge the costs of this litigation as an administration charge (on which the Tribunal heard no submissions), the Tribunal makes an order under paragraph 5A of Schedule 11 reducing the Applicant's liability to pay such an administration charge to 90% of such costs (and should the reasonableness of the costs be challenged, that would need to be done in separate proceedings).

52. There will be no reimbursement of hearing fees to the Applicant in light of the decision above.

Postscript: dated 10 January 2024

53. Following release of this Decision, London Block Management wrote to the Tribunal seeking certain revisions to the Decision for reasons set out in a letter of 28 November 2023. The Tribunal asked both the other parties to provide their comments on the letter of 28 November 2023 within 14 days so that the Tribunal could consider them all. On 6 December 2023, the Applicant wrote to the Tribunal essentially agreeing with the points raised in LBM's letter of 28 November 2023. On 12 December 2023, the Applicant wrote to the Tribunal raising a number of additional points on the Decision. On 14 December 2023, LBM confirmed that it had no further comments. On 15 December 2023, Jasper confirmed that, subject to typographical errors, no changes or revisions should be made to the Decision. The Tribunal reviewed all the representations and was satisfied under Rule 55 that it should make the revisions marked in red in this Decision. Time for any appeal against the Decision shall run from the date on which the Decision is re-issued following the Rule 55 review.

Judge Rosanna Foskett

Mr Andrew Lewicki

10 January 2024

RIGHTS OF APPEAL

- 1 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.
- 2 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.
- 3 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.
- 4 The application for permission to appeal must identify the decision of the Tribunal to which it relates (ie 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.

Appendix

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 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.

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).

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.