



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

Case reference : LON/00AR/LSC/2023/0150

Property : 48 Mawney Close, Romford, RM7 8EJ

Applicant : Agnieszka Kulik

Representative : Mr Deeljur (counsel)

Respondent : London Borough of Havering

Representative : Ms Edmonds (counsel)

Type of application : For a determination of the reasonableness of service charges - Section 27A Landlord and Tenant Act 1985

Tribunal : Judge Tueje
Mrs A Flynn MRICS

Venue : 10 Alfred Place, London WC1E 7LR

Date of hearing : 13th May 2024

Date of decision : 10th June 2024

DECISION

In this determination, statutory references relate to the Landlord and Tenant Act 1985 unless otherwise stated.

Decisions of the tribunal

- (1) The Tribunal determines that the £22,744.69 claimed by the Respondent from Mrs Kulik for the cost of the Works is unreasonable, accordingly, we reduce the amount payable to £20,909.31, which we consider is the reasonable cost of the Works.
- (2) The Tribunal refuses Mrs Kulik's section 20C application.
- (3) The Tribunal refuses Mrs Kulik's request that the Respondent reimburses the tribunal fees paid by her.
- (4) The Respondent's application for its costs pursuant to rule 13(1) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 is refused.

The application

1. The Application, dated 4th April 2023, seeks a determination as to the reasonable amount of service charges payable in respect of planned estate works carried out by the Respondent, and completed in around December 2021.

The background

2. The subject property, 48 Mawney Close, Romford, RM7 8EJ (the "Property") is understood to be a first floor flat, within a two-storey block (the "Block"), comprising 4 dwellings. The Block is situated on an estate where there are 12 blocks with a total of 48 flats on the estate.
3. The Respondent is the freeholder, and Mrs Kulik is the leaseholder of the Property.
4. By clause 2(2) of the First Schedule to the lease, Mrs Kulik agrees to pay a proportion of the service charges, and the Fourth Schedule sets out the costs and expenses comprising the service charges, which include the maintenance, repair and renewal of the exterior, structure and internal communal areas.
5. In a letter dated 20th February 2020, the Respondent wrote to Mr and Mrs Kulik, notifying them of its intention to enter into a long-term agreement to carry out works to the estate. Amongst other items, the works included, repairs, refurbishment and replacement of roof coverings, fascias, soffits, rainwater goods and associated works, brick and/or render repairs and redecoration of the exterior of the Block and pram and bin stores (the "Works"). The letter stated the Respondent had appointed consultants, namely Baily Garner, to manage and administer the statutory consultation

process. It invited them to send any observations regarding the proposed works and any person to be considered to tender for the works, to Baily Garner.

6. On 23rd December 2020 the Respondent wrote to Mr and Mrs Kulik notifying them it proposed to enter into an agreement with Build-Therm Services Limited to carry out the Works detailed in its 20th February 2020 letter. Reminding them that Baily Garner were appointed to manage and administer the consultation process, therefore any observations regarding the proposal should be sent to them. The letter added that leaseholders were not being charged for Baily Garner's services. The Respondent also enclosed its responses to the observations it had received.
7. On 29th April 2021, the Respondent again wrote to Mr and Mrs Kulik to consult them regarding the Works it proposed to carry out under its agreement with Build-Therm Services Limited, and the estimated cost. They were invited to write to Baily Garner with any observations regarding the proposed Works and estimated cost.
8. The Respondent now claims 25% of the cost of the Works are payable by Mr and Mrs Kulik amounting to £22,744.69.
9. As stated, Mrs Kulik's application is dated 4th April 2023; it was accompanied by her Statement of Case. In these documents, Mrs Kulik challenged the cost of the Works on the following grounds:
 - 9.1 The necessity of the Works, including whether any inspections were carried out beforehand;
 - 9.2 The reasonableness of the costs incurred;
 - 9.3 Non-compliance with the statutory consultation requirements;
 - 9.4 Discrepancies between the proposed works and works completed, also querying why the Respondent claimed the former instead of the latter costs;
 - 9.5 Whether Mrs Kulik was liable for the cost of the Works and/or whether the costs were recoverable under the lease;
 - 9.6 Whether the costs are irrecoverable by virtue of section 20B;
 - 9.7 The apportionment of the cost of the Works; and
 - 9.8 Whether the costs of the Works were certified by a surveyor.
10. The Tribunal issued directions by an order dated 3rd May 2023, which made provision for the parties to prepare witness statements, provide alternative quotes, and to apply for permission to rely on expert evidence, if appropriate. The application was listed for a final hearing on 2nd October 2023. Later, that hearing was postponed to 6th December 2023.
11. At paragraphs 3 to 4 of Mrs Kulik's supplementary witness statement dated 8th September 2023, she requested permission to rely on a document prepared by CostPro Limited regarding alternative pricing for the Works. Mrs Kulik repeated this request in a letter dated 2nd December 2023. Mr

Deeljur also made an oral application at the final hearing on 6th December 2023, proposing, amongst other options, that the final hearing be adjourned to allow for the CostPro document to be amended to comply with rule 19. He argued, adjourning would also allow an opportunity for the Respondent to respond to the CostPro report. The Respondent objected claiming the CostPro document was of no probative value, did not comply with rule 19, and it objected to an adjournment. The Tribunal considered CostPro's alternative pricing information could be helpful, so adjourned the final hearing to 13th May 2024, making further directions contained in an Amended Further Directions order dated 4th January 2024.

12. Also, at the hearing on 6th December 2023, counsel for both parties agreed the following matters are not or are no longer in issue:
 - 12.1 Liability to pay for the cost of the works;
 - 12.2 whether the works are within the landlord's repairing obligations under the lease;
 - 12.3 whether the landlord has complied with the consultation requirements under section 20; and
 - 12.4 whether the costs are irrecoverable by reason of section 20B.

The final hearing

13. At the final hearing on 13th May 2024, Mr Deeljur, counsel, represented Mrs Kulik, and the Respondent was represented by Ms Edmonds, counsel.
14. The Tribunal was provided with a 529-page updated hearing bundle, which included the parties' respective expert evidence. Additionally, Mrs Kulik provided a 135-page supplemental bundle, and a spreadsheet with a leaseholder summary of the cost of the Works claimed by the Respondent, alongside CostPro's costings of the items comprising the Works. The Tribunal also received a skeleton argument from Ms Edmonds dated 9th May 2024.
15. Both parties were ready to begin the substantive hearing on time, however, before doing so, the Tribunal reminded the parties that disclosure issues had been discussed in the inter partes correspondence, and checked whether these had been resolved. This prompted Mr Deeljur to explain they had not been resolved; he referred us to Mrs Kulik's solicitor's letter dated 7th February 2024, requesting disclosure of certain documents referred to in the Respondent's expert report. That letter also referred to an earlier e-mail sent on 24th January 2024 stating further disclosure was required to enable Mrs Kulik to respond to the Respondent's expert report.
16. The documents Mrs Kulik's solicitors requested disclosure of were as follows:

- 16.1 The executed JCT Measured Term Contract 2016 and Schedule of Rates referred to at paragraphs 2.1.4 and 3.1.1 respectively of Baily Garner's report;
 - 16.2 A copy of the invitation to tender pack issued to tendering contractors and the compliant tenders returned;
 - 16.3 A copy of the full tender analysis, report and scoring matrix;
 - 16.4 A copy of Build-Therm's public liability insurance;
 - 16.5 Documentation referred to at paragraphs 3.4.1 and 3.4.4 of Baily Garner's expert report that relates to negotiations regarding sample roof works and block roof works;
 - 16.6 A copy of the FENSA certificate referred to at paragraph 3.5 of Baily Garner's report; and
 - 16.7 A copy of the section 20 notice issued to tenants in the Block.
17. Mr Deeljur requested a direction that this documentation is disclosed.
 18. We heard from both counsel regarding the requested disclosure; we refused the request to make a direction for a disclosure of these documents for a number of reasons. Firstly, the Amended Directions Order made no provision for Mrs Kulik or her expert to respond to the Respondent's expert evidence. Secondly, a direction for disclosure would inevitably require the 13th May 2024 hearing to be adjourned. The final hearing had previously been adjourned in December 2023, and a further adjournment would result in the parties incurring additional and disproportionate costs.
 19. The Respondent did not provide all the documents requested by Mrs Kulik's solicitors. However, there was sufficient time for Mrs Kulik's solicitors to apply to the Tribunal for directions regarding disclosure, which, if granted, would have allowed for disclosure without the need to adjourn the final hearing. The Tribunal had sufficient documentation to consider the issues for determination: we were provided with a hearing bundle and supplementary bundle with a combined total of 664 pages, the requested disclosure would have resulted in a disproportionately voluminous bundle. Some of the requested documents were not relevant to the issues the Tribunal needs to determine. For instance, Mrs Kulik no longer takes issue with the statutory consultation process (and in any event the relevant documentation is within the existing bundles). Mrs Kulik is also not challenging any repairs/works carried out to the windows, so the need for the FENSA certificate is unclear.

The issues

20. The issues for determination are as follows:

- 20.1 The reasonableness of the cost of the Works, in particular in relation to the nature of the Works, the supervision and management, and the contract price.
 - 20.2 Whether an order under section 20C of the 1985 Act and/or paragraph 5A of Schedule 11 to the 2002 Act should be made.
 - 20.3 Whether an order for reimbursement of application/ hearing fees paid by Mrs Kulik should be made.
 - 20.4 Whether costs are payable by Mrs Kulik under rule 13(1).
21. There was some dispute about the extent to which the parties had narrowed the issue of the reasonableness of the Works. Mrs Kulik wished to challenge both the reasonableness of the cost and the quality of some of the Works carried out; Ms Edmonds understood Mrs Kulik had conceded there was no issue regarding the quality of the Works carried out. Ms Edmonds nonetheless confirmed that she was able to respond to a challenge regarding the quality of Works, and so the hearing proceeded on the basis that the quality of the Works was still in issue.

The Tribunal's Determination

22. The Tribunal reached its decision after considering the arguments, the oral and written evidence, including documents referred to in that evidence, and taking into account its assessment of the evidence.
23. This determination does not refer to every matter raised by the parties, or every document the Tribunal reviewed or took into account in reaching its decision. However, this doesn't imply that any points raised, or documents not specifically mentioned, were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, it was considered by the Tribunal.

The Decision

24. The Tribunal determines that the £22,744.69 claimed by the Respondent from Mrs Kulik for the cost of the Works is unreasonable. Accordingly, we reduce the cost to £20,909.31, which we consider is the reasonable cost of the Works. This sum reflects our conclusion that the cost of certain items comprising the Works are unreasonable, as follows:
 - 24.1 Brick guards reduced from £1,264.25 to zero; and
 - 24.2 Scaffolding to access the chimney stack reduced from £715 to £318.23;
 - 24.3 Installation of rubbish chute reduced from £7.50 to zero.
25. Except for the items referred to at paragraphs 24.1 to 24.3 above, we find the cost of the Works was otherwise reasonable. Our findings are set out in the table below, showing the total cost of the Works, of which Mrs Kulik contribution is 25% of the amount stated.

Description	Leaseholder Charges Summary	CostPro Pricing	Tribunal Determination
10.00m high - 12 weeks hire	£9,652.82	£8,000.00	£9,652.82
Provide access to Chimney stack for rebuilding or repair; any height; any girth	£2,860.00	£0.00	£1,272.90
Brick Guards	£5,057.00	£0.00	£0
Installation of rubbish chute	£30.00	£0.00	£0
Satellite Dish, reposition leave working; refit on completion and leave working; including all additional cabling/fittings necessary	£1,120.00	£0.00	£1,120.00
Wash down windows or other pvcu building elements prior to removal of scaffold	£54.00	£416.23	£54.00
Scaffolding: Loading bays required on existing scaffolding to store roof tiles and other materials - required whilst existing roof tiles are to be re-used	£1,274.00	£0.00	£1,274.00
Replacement roof tiling, insulation and fascia's soffits and guttering	£42,014.95	£18,025.04	£42,014.95
Block - External Decorations	£2,876.18	£1,724.89	£2,876.18
Block External Repairs	£905.71	£973.82	£905.71
Outhouse - External decorations	£870.00	£235.43	£870.00
Outhouse External Repairs	£813.00	£420.74	£813.00
Replace metal window with double glazed uPVC window	£630.00	£136.65	£630.00
Asbestos	£400.00	£280.00	£400.00
Preliminaries 16%	£10,969.23	£3,625.54	£10,969.23
Contractors Overheads & Profit 4%	£3,181.08	£1,353.53	£3,181.08
SUB-TOTAL	£82,707.97	£35,191.87	£76,033.87
Admin Cost @ 10%	£8,270.80	£4,000.00	£7,603.39
TOTAL	£90,978.77	£39,191.87	£83,637.26

Reasons for the Decision – The cost of the Works

26. We have taken into account Mr Deeljur's arguments as to why he says the cost of the Works is unreasonable. He relied on the CostPro report detailing alternative pricing for the Works. Mr Deeljur argued that CostPro provided an after-the-event costing of works actually done, making it more reliable than the Respondent's costs. Furthermore, CostPro based its pricing on SPONS which is a recognised pricing tool. CostPro valued Mrs Kulik's share of the cost at £9,79.79, being less than 50% of the amount claimed by the Respondent. He also argued the CostPro report should be preferred to Baily Garner's expert report, which he argued is not independent because they are the Respondent's agent. He provided some specific examples of excessive costs, for instance charges for 12 weeks of scaffolding even though it was up for no more than around 6 weeks, and the cost of brick guards when most firms would have carried and reused their own. We accept Mr Ambrose's evidence that the typical contract hire period for scaffolding, and we find there was no evidence to show the Respondent could obtain a refund if the scaffolding was required for a shorter period. Our finding regarding the brick guards is dealt with at paragraph 34 below.
27. Mr Deeljur complained of inadequate disclosure, adding the Respondent is not entitled to rely on the tendering process when it has failed to provide adequate disclosure of the tendering documentation. Mr Deeljur continued that Mr Ambrose gave oral evidence regarding the quotes being revised to get the best rates, that was not dealt with in his witness statement. While it is correct that this is not dealt with in Mr Ambrose's witness statements, during the hearing we were referred to contemporaneous e-mail exchanges confirming Build-Therm agreed to reduce the rates charged to strip and renew roof tiles from £212.55 to £158, and to strip and reuse tiles from £194.42 to £98. Therefore, we are satisfied that, where appropriate, the Respondent took steps to ensure the Works were carried out at a competitive cost.
28. Mr Deeljur also pointed out the Respondent's evidence regarding the need for the Works amounted to 3 lines on the Filtered Asset Report at page 253 of the hearing bundle. Mr Deeljur continued that, while Mr Ambrose's evidence referred to other reports, no other reports were disclosed.
29. Despite Mr Deeljur's arguments set out above, broadly speaking, we do not accept these arguments demonstrate the cost of the Works is unreasonable. There are some exceptions, and at paragraphs 33 to 36 below we deal with the specific cost of certain items which we consider to be unreasonable.
30. Although detailed documentation regarding the tender process has not been provided, there is sufficient information to establish that 6 firms returned tenders, and based on the weighting applied by the Respondent, which is a 70% cost and 30% quality weighting, the Therm-Build tender achieved the highest score.

31. Furthermore, the Respondent argues the cost of the Works are reasonable, and were arrived at following consultation with leaseholders and after a competitive tender process. That process was managed by consultants Baily Garner, who are independent of the Respondent, who were engaged at no cost to leaseholders. This was to ensure the best rates were obtained. We find there is no evidence to suggest Baily Garner lacked the necessary competence to deal with this. Additionally, Ms Edmonds correctly pointed the Respondent was not obliged to accept the lowest quotation.
32. We accept that most of the cost of the Works were reasonable, and we note overall Therm-Build's tender scored the highest overall. The breakdown shows it scored the second highest on quality, and quoted the second lowest price.
33. We also accept Ms Edmonds submission that CostPro's expert report is not an alternative quotation: it does not represent the price at which a contractor is willing to undertake the Works taking into account the contract conditions. Furthermore, she argued, there are other factors not necessarily reflected in CostPro's pricing. For instance, the prudence of using a medium-sized building firm such as Build-Therm, to ensure it is sufficiently solvent and has appropriate insurance cover.
34. As stated, we have found the cost of some items unreasonable. We have found the cost of the brick guards was unreasonable. The CostPro report states ordinarily a building firm would buy these and re-use them on different projects. Mr Howard was asked during cross examination why Build-Therm didn't carry and re-use its own brick guards. His initial response was that he was unable to comment. When the Tribunal queried whether he would expect a medium-sized firm to have and use their own brick guards he said it was possible that Build-Therm could have outsourced this. We consider it would be reasonable for a firm to have and re-use these, and we would expect the Respondent to clarify why Build-Therm did not do so. Without an explanation for why this item was charged to leaseholders, we do not find the cost was of £5,057.00, or Mrs Kulik's proportion of £1,264.25, was reasonably incurred, and we reduce it to nil.
35. As with the brick guards, if despite the Block's height, Build-Therm considered it necessary to install a rubbish chute to the scaffolding, we consider this is an item they should have and reuse. We have therefore reduced the cost of this to zero.
36. We also consider unreasonable the cost of the scaffolding to access the chimney stack, the rate charged was £1,430, amounting to a total cost of £2,860. However, that was the highest rate amongst all the contractors. It was also more than double the mean average of contractors' rates at £636.45, which we consider to be the reasonable rate. Accordingly, using the mean average rate, we reduce the £2,860 claimed to £1,272.90, bringing Mrs Kulik's proportion down from £715 to £318.23.

37. Finally, as regards the cost, in her witness statement Mrs Kulik complains the Respondent had given assurances that no administration fee would be charged in respect of the Works. However, the Leaseholder Charges Summary shows that Admin Costs have been charged at 10%, which amounts to £2,067.70. During cross examination, Mrs Kulik accepted the Respondent had not expressly given her any such assurance, but that her solicitors had informed her she was not supposed to be charged Admin Costs. Without any direct evidence that such an assurance had been given, we do not find it was unreasonable for the Respondent to add the Admin Cost, and in our experience, 10% is a reasonable charge.

Reasons for the Decision – The need for the Works

38. In closing Mr Deeljur referred us to paragraph 3 of Mrs Kulik's statement of case which disputes whether the Works were necessary. He argued there was limited evidence that the Works were necessary. He continued, as Mrs Kulik challenged the necessity of the Works, it was for the Respondent to establish they were necessary, but he says, there was limited evidence of this. He argued the only evidence was the three line entry in the Filtered Asset Report (the "Asset Survey"), which he says is inadequate considering the scope and cost of the Works.
39. In assessing whether the Works were necessary, we have taken the Asset Survey into account, and also the oral evidence. In addition to the Asset Survey, we heard oral evidence from Mr Howard, who explained a member of the asset team visited the Block, and the Asset Survey identifying the need for some work was prepared as a result of that visit. That was followed by a more detailed inspection and report from one of the Respondent's surveyors, before Baily Garner were instructed to prepare the scope of works based on the surveyor's report. Mr Howard said the need for works was also supported by the dummy repairs, also referred to as the pilot repairs, carried out on other blocks. We accept this evidence, and we find it is sufficient to establish the necessity of the Works.

Reasons for the Decision – The standard of the Works

40. Mrs Kulik's Application and evidence also criticises the standard of works carried out. Amongst the examples of substandard work, in her written evidence Mrs Kulik complains of leaking guttering and falling roof tiles. Mrs Kulik confirmed in her oral evidence that roof tiles had not fallen from the Block prior to the Works, this only happened afterwards. She states this is evidence of the poor quality of the Works carried out. As to the leaking guttering, Mrs Kulik confirmed during cross examination this affected a neighbouring block.
41. We are satisfied that the standard of works to the Block were reasonable. Firstly, the leaking guttering related to another block, and so is not evidence of the standard of the Works claimed through Mrs Kulik's service charges. Secondly, on their own, some falling roof tiles are insufficient evidence that

the standard of Works was unreasonable. If, which isn't entirely clear, some roof tiles fell because they were not securely fitted, that doesn't impugn the quality of the work carried out. Furthermore, we note the works were supervised by Baily Garner, who signed them off as completed in accordance with the contract. For these reasons, we consider the Works were carried out to a reasonable standard.

The Tribunal's Decision

42. The Tribunal refuses Mrs Kulik's request for orders under section 20C of the 1985 Act and paragraph 5A of Schedule 11 to the 2002 Act.

Reasons for the Tribunal's Decision

43. Taking into account the Tribunal's decision made in respect of the Application, broadly speaking, the Respondent has successfully defended the Application. In our judgment, the deductions we have made are around 10% of the overall costs, and we do not consider that is sufficient for it to be just and equitable to make the orders Mrs Kulik requests.

The Tribunal's Decision

44. The Tribunal refuses Mrs Kulik's request that the Respondent reimburses the tribunal fees paid by her.

Reasons for the Tribunal's Decision

45. The Respondent has successfully defended a substantial part of the Application. Accordingly, it would not be just to make an order requiring the Respondent reimburses Mrs Kulik for the Tribunal fees she has paid.

The Tribunal's Decision

46. The Respondent's application for its costs pursuant to rule 13(1) is refused.

Reasons for the Tribunal's Decision

47. The Respondent's main grounds for claiming rule 13(1) costs were firstly, because the 6th December 2023 hearing was adjourned. In particular, it's claimed she failed to apply in sufficient time for permission to rely on the CostPro evidence, which evidence was also not provided in accordance with rule 19. Secondly, her application had been brought on numerous grounds, most of which were belatedly abandoned at the hearing on 6th December 2023.

48. Despite the above arguments, we do not consider it would appropriate to make an order under rule 13(1) for the following reasons:

- 48.1 The Tribunal is a no costs jurisdiction, and the threshold a party must meet to recover its costs is a high one. Ordinarily, the unreasonable conduct referred to in rule 13(1) needs to be akin to conduct that is vexatious or an abuse of process. Having considered the Respondent's representations, we do not consider the threshold has been met.
- 48.2 While it's correct Mrs Kulik had not obtained the Tribunal's permission to rely on the CostPro report prior to 6th December 2023, and the report was not prepared in accordance with rule 19, we do not consider the late application for permission justifies making an order for costs. Mrs Kulik hadn't sought to ambush the Respondent with the CostPro report: it had been served several months before the hearing, and her solicitors stated she wished to rely on it as expert evidence. We do not consider a late application is the type of unreasonable conduct envisaged in rule 13.
- 48.3 That Mrs Kulik abandoned aspects of her application at the December 2023 hearing, also does not justify making a costs order against her. Because the Tribunal is a no-costs jurisdiction, on its own, being unsuccessful is not a sufficient basis on which costs orders are made. In any event, while Mrs Kulik withdrew those aspects of her application late, she nonetheless withdrew them. This was not a case where she continued to pursue them until the Tribunal found against her.
49. Therefore, in our judgment, the grounds advanced by the Respondent in support of its costs application, neither individually nor collectively justify an order making an order under rule 13(1).

Name: Judge Tueje

Date: 10th June 2024

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such

reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

APPENDIX

Extracts from the Landlord and Tenant Act 1985

19.- Limitation of service charges: reasonableness

(1) *Relevant costs shall be taken into account in determining the amount of service charge payable for a period-*

(a) *only to the extent that they are reasonably incurred, and*

(b) *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.

(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.*

27A Liability to pay service charges: jurisdiction

(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.*

