FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AY/LSC/2023/0383**
Property	**:**	**12b St. Johns Crescent, London SW9 7LZ**
Applicant	**:**	**Ms Joan Tucker**
Representative	**:**	**Not represented**
Respondent	**:**	**The Mayor and Burgesses of the London Borough of Lambeth**
Representative	**:**	**Mr. H. Lederman of counsel**
Type of Applications	**:**	**For the determination of the reasonableness of and the liability to pay service charges and/or administration charges**
Tribunal Members	**:**	**Judge S J Walker** **Tribunal Member Mr S Mason BSc FRICS** **Tribunal Member Mr A Ring**
Date and venue of Hearing	**:**	**4 April and 5 June 2024 at 10 Alfred Place, London WC1E 7LR**
Date of Decision	**:**	**11 July 2024**

DECISION

Decisions of the Tribunal

(1) The Tribunal determines that the sums payable by the Applicant to the Respondents by way of service charges in respect of major works at the property in the period from 1 April 2017 to 31 March 2018 are as follows;

Concrete Repairs	**£ 601.39**
External Redecoration and External Walls	**£ 2,194.40**
Fire Safety	**£ 327.38**

Rain Water Goods	**£ 212.68**
Roof Works	**£ 1,378.67**
Scaffolding	**£ 2,992.69**
Surveys	**£ 240.16**
TV Aerial Works	**£ 88.98**
Windows	**£ 2,045.98**
Consultants' Fees	**£ 352.88**
Preliminaries	**£ 504.11**
Management Charge	**£ 1,093.93**
TOTAL	**£12,033.25**

(2) The application for an order under section 20C of the Landlord and Tenant Act 1985 so that none of the landlord's costs of the Tribunal proceedings may be passed to the lessee through any service charge is granted.

(3) The application for an order under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002, so that none of the landlord's litigation costs can be recovered as an administration fee is granted.

(4) The Tribunal makes an order of its own initiative under rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 for the re-imbursement by the Respondents of the fees of £300 paid by the Applicant in bringing this application. Payment is to be made within 28 days.

Reasons

The Application

1. The Applicant seeks a determination pursuant to section 27A of the Landlord and Tenant Act 1985 ("the 1985 Act") as to the amount of service charges payable by her to the Respondents in respect of major works carried out in the 2017-2018 service charge year. The Applicant also seeks an order for the limitation of the landlord's costs under section 20C of the Act and an order under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.

2. Directions were issued on 27 October 2023. These required the production of a hearing bundle. In compliance with those directions, the Respondents produced a page-numbered bundle of documents comprising 323 pages. Page numbers in what follows refer to the page numbers which appear in the bottom left corner of that bundle. At the hearing the Tribunal was also provided with a skeleton argument drafted by Mr. Lederman together with copies of a number of authorities.

3. As will become clear in what follows, during the course of the hearing it became apparent that the Respondents had not provided a number of documents which the Tribunal would normally expect to have seen.

4. The relevant legal provisions are set out in the Appendix to this decision

Inspection

5. The Tribunal inspected the property on the morning of the hearing. The Applicant, officers from the Respondents and the Respondents' representative Mr. Lederman were present.

6. The subject property is a first floor self-contained flat in a converted four storey semi-detached early Victorian house which has accommodation on lower ground, ground and two upper floors. The building is located on the south side of St Johns Crescent.

7. The Tribunal understands that the lower ground and ground floors comprise a two-storey maisonette with two further flats to the upper floors.

8. The building is of traditional construction with solid brick external walls, having painted ornamental cast stone surrounds to the front elevation windows. The main ground floor entrance has a pair of painted timber half glazed doors and is reached via a flight of solid entrance steps covered with mastic asphalt water-proofing.

9. The windows to the front, rear and side elevations, as far as we could determine, are mainly traditional timber double hung vertical sliding sashes with two casement style windows to the two-storey side addition.

10. To the rear there is a two-storey projecting angled bay which has a pitched reconstituted cement slate covered roof. The main roof is of pitched construction with slopes to three sides and a flat top section. The main roof also appears to be covered with reconstituted cement slates and is separated from the adjoining attached house by a party parapet wall containing multiple chimney flues to its east side.

11. The side addition to the building has a flat roof covered with a green mineral finish roofing felt.

12. Rainwater goods comprise plastic half round eaves gutters and plastic rain-water pipes.

13. Internally the common parts comprise painted walls and ceilings with a vinyl floor covering to the entrance hall, staircase and landings.

14. No access was available to the rear of the building and the inspection was restricted to what could be seen from the subject property's rear living room window.

15. The Tribunal understands that external and internal repairs along with redecoration works were carried out at the building in the 2017/2018 service charge year. We noted some deterioration of decorations to mainly masonry surfaces around the front entrance steps with an exposed and weathered hardwood window sill to the subject property's living room.

16. There is some wet rot to the decorative architraves fitted to the main entrance door recessed panels, with the architrave to the east door completely rotted away.

17. The bottom section of the rainwater pipe to the east side of the building adjacent to the side addition is missing and rainwater is discharging onto the external wall at this location and is likely to result in internal dampness unless rectified.

The Hearing

18. The Respondents were represented at the hearing by Mr. H. Lederman of counsel. The Applicant, Ms. Tucker, was unrepresented.

19. In the course of the hearing the Respondents informed the Tribunal that they had in their possession documents relating to works which were carried out to the roof of the property in 2007 which were not included in the hearing bundle. These were relevant because the Applicant's case, as explained below, was that the works undertaken to the roof were not reasonable because the roof had been replaced in the recent past.

20. In addition, the correspondence between the parties showed that the Respondents had informed the Applicant that before works were carried out the Respondents would carry out a survey, that if works were not required they would be omitted from the costs included in the final bill, and that works would be detailed by an independent clerk of works prior to commencement (see pages 217 and 221 of the bundle).

21. No such surveys or clerk of works reports were included in the bundle. On behalf of the Respondents Mr. Lederman informed the Tribunal that it was not known whether any such documents were in the Respondents' possession or not.

22. The Tribunal considered that any documents relating to the 2007 roof works and any reports and/or surveys carried out before the works in question in this case were carried out would greatly assist it in determining the application. It therefore made directions requiring the Respondents to provide copies of any documents relating to the roof works of 2007. It also directed the provision of a letter confirming that a proportionate search had been undertaken for the preliminary surveys or clerk of works reports referred to in the correspondence between the parties at pages 217 and 221 of the bundle together with either a copy of any such documents or a statement that no such documents have been found. These were to be accompanied by any further submissions arising out of the additional documentation.

23. The Tribunal also directed the Applicant to provide any further submissions she may have arising out of any further documentation provided.

24. The Tribunal further directed that it would reconvene on 5 June 2024 to consider the additional material and to reach a determination on the application on the basis of that material and the evidence given in the course of the hearing on 4 April 2024. This was to be conducted on the papers alone.

25. In compliance with those directions the Respondents provided to the Tribunal a letter dated 18 April 2024 stating that no copies of survey reports or clerk of works reports in respect of the major works to the property in the 2017-2018 service charge year could be found. It also stated that the Respondents had attempted to obtain further documentation in respect of those works from the cost consultants John Rowan and Partners ("JRP") and the contractor Mears but without success.

26. The Respondents also provided 7 pages of further submissions together with an Excel spreadsheet said to relate to the 2017-2018 works. Despite the indication during the hearing by one of the Respondent's officers, Mr. Harrington, that there were in existence documents relating to works to the roof in 2007, and despite the directions requiring these to be provided, nothing further in this regard was sent to the Tribunal.

27. In response to these documents the Tribunal received a further page of submissions from the Applicant.

The Lease

28. By a lease dated 7 June 1999 made between the Respondents and the Applicant the Applicant holds the property for a term of 125 years from 7 June 1999 (pages 11 to 26).

29. There was no evidence of title, but this was not in issue between the parties.

30. There was no dispute about the terms of the lease, which includes standard provisions in respect of the payment of service charges. It is not necessary to consider the terms of the lease in detail at this stage.

The Applicant's Case

31. The Applicant's case is set out in her application form (pages 1 to 10) and in her statement of case, which appears at pages 111 to 114. In general terms it can be stated simply as follows.

32. The Applicant raises a number of grounds of dispute. Firstly, she argues that the works charged for were not in fact undertaken. Secondly, she argues that those works which have been undertaken have not been done to a reasonable standard. Thirdly, she argues that the charges made are excessive and in support of this argument she points to differences between the estimated sums and those actually charged. Finally, she argues that much of the work,

especially that to the roof, was not reasonably undertaken because it had only been done in the recent past and did not need to be done again.

33. In the course of the hearing the Applicant made it clear that she raised no issues about whether the terms of the lease permitted the Respondents to charge for the works in question. Nor did her case involve arguments in relation to statutory consultation or the service of notices.

34. In support of her case the Applicant relied on various items of correspondence from the Respondents. These included the following. In the course of the statutory consultation in relation to proposed major works at the property the Applicant had raised the question of whether or not the works were needed. In response to those points there was a letter from the Respondents dated 27 March 2017 (page 217) which stated that a validation survey would be carried out prior to any works starting on the property. The latter stated "*This survey will clarify exactly what works are required/necessary*." Then, in a further letter from the Respondents dated 10 May 2017 it was made clear that works to be carried out would be based on a schedule of rates and that the extent of the works would be detailed by an independent clerk of works and the nominated contractor prior to commencement. Her argument was that neither the survey nor the clerk of works report had been provided.

The Respondents' Case

35. The Respondents' reply to the Applicant's statement of case is at pages 187 to 203, and their response to the Applicant's Scott Schedule is at pages 256-257. In the course of the hearing Mr. Lederman accepted that he was not able to put before the Tribunal any of the surveys or clerk of works inspection reports referred to in the Respondents' correspondence with the Applicant. He frankly explained that the Respondents were in dispute with both JRP and Mears and, as a result, they were not co-operating in providing the documentation in question.

36. The Tribunal explained to Mr. Lederman that in order to determine the application properly it needed to be able to ascertain what work had in fact been carried out. He accepted that the documentary evidence to establish this was limited. It was also accepted that the Respondents' witness Mr. Harrington did not project manage the works to the premises and was unable to give direct evidence about what works were in fact undertaken.

37. Mr. Lederman relied principally on the schedule produced by the contractors Mears which appears at pages 244 to 255. This is, in effect, an annotated schedule of rates which forms part of a framework contract between the Respondents and the contractors Mears. For works which it is contended have been undertaken a description is provided together with a unit, a quantity, and a rate. The schedule also includes an initial estimated figure and a final figure, which is referred to as a rescope quantity. The Respondents' case is that the rates in this schedule are reasonable because they have been market tested, having been arrived at in the course of a procurement exercise when the framework contract itself was tendered.

38. The Respondents' case is that the Tribunal can rely on the items specified in this schedule as identifying the works actually undertaken. Mr. Lederman was unable to put forward any other evidence of the extent of the works undertaken and the officers with him frankly accepted that they could not explain any of the figures contained in the schedule. It was argued that in the absence of any clear additional evidence it was for the Tribunal to determine on the balance of probabilities and on the basis of the evidence before it, including the inspection, what work was in fact carried out.

39. In what follows it will become clear that the Tribunal concluded that this schedule is far from reliable in a number of respects. In particular, there appear to be a number of gross overstatements of quantities where the schedule states that the amount of work undertaken is clearly inconsistent with the Tribunal's own observations at the property. Nevertheless, it was also clear that a considerable amount of work had in fact been done at the property.

40. The approach the Tribunal took, therefore, when determining what work had actually been undertaken, was to consider the priced items in the schedule and to reach a conclusion as to whether the stated quantities were consistent with the other evidence available to it, making appropriate adjustments were necessary. The Tribunal then considered the Applicant's other arguments in respect of quality of work and whether or not the works were reasonably undertaken.

41. The sums which the Respondents seek to recover are set out in the schedule at pages 68-69. This schedule forms the basis of the Tribunal's conclusions as set out below.

The Tribunal's Conclusions

42. The Tribunal accepted that the rates set out in the Mears schedule were reasonable as they had been arrived at by way of a procurement exercise conducted by the local authority.

43. However, whilst the per item pricing was accepted, it did not follow that the Tribunal accepted that all the works stated in the schedule had, in fact, been carried out. The Tribunal considered each of the items set out in the Schedule at pages 68-69 and reached conclusions as follows;

Communal Area Repairs and Decorations

44. The Respondents in their statement of case accepted that repair and decoration of communal areas had not been included in the original estimates provided to the Applicant and, as a result, they did not seek to recover any costs under this heading (see para 59 at page 198).

Concrete Repairs

45. The Respondents' case is that the cost of these works at the property was £3,886.66 of which the Applicant's share is £1,048.04. In the supplementary schedule provided by the Respondents this work is justified as follows;

"*The condition of concrete was fully assessed and cracks were found. The contractor was required to carry out repairs to the concrete that was affected by impact damage. If left unrepaired deterioration would have continued causing defects to increase in severity"*

46. Reliance was placed by the Respondents on the items under the heading "Concrete Repairs" in the Mears price schedule (pages 252-253). Items 1 to 3 relate to preparation and inspection of the concrete present. The initial quotation was for 50 square metres, with the rescoped quantity being 40 square metres. Item 4 deals with carbonation depth testing. Item 5 deals with repairs. In this case all repairs fell within category B – repairs where the average depth was over 25mm but not exceeding 50mm, with quantities given for repairs of specified sizes. Item 7 then deals with coating the whole of the prepared, repaired and unrepaired concrete surface. Here again the initial quotation was for 50 square metres but the rescoped quantity was only 15 square metres.

47. No explanation was provided for the difference between the quantity for the final finish – 15 square metres – and the initial preparation – 40 square metres. The Tribunal considered that the figure of 40 square metres was in any event far in excess of the total area of concrete at the property, which comprised only cills, window heads and a portico together with the projecting balustrades to the front stairs. The concrete repairs did not include repairs to external render, as these are charged for separately (see item 8 at page 252 under the heading external repairs). In the view of the Tribunal 15 square metres is a much more realistic figure for the surface area of the concrete at the property and it therefore decided to reduce the amount charged under items 1 to 3 inclusive from a sum for 40 square metres to a sum for 15. Thereby reducing the total for these items together from £543.60 to £203.85.

48. With regard to item 5 in the schedule of concrete repairs, the original estimate was for 10 repairs in each of the 5 size categories. The rescoped figure is higher for each category. The increase for all repairs exceeding 0.01 square metres is no more than a factor of 3, whereas that for the smallest repair increases from 10 to 175. If one assumes that each of the repairs in the rescoped amount was the smallest for its respective category – eg for the category of surfaces over 0.25 square metres but not exceeding 0.5 square metres it is assumed that all repairs were 0.25 square metres in size – and one then aggregates those repairs, the total area said to have been repaired is as follows, in square metres;

Category 2 – (0.01 to 0.05) -	30 repairs = 30 x 0.01 =	0.3
Category 3 – (0.05 to 0.1) -	15 repairs = 15 x 0.05 =	0.75
Category 4 - (0.1 to 0.25) -	18 repairs = 18 x 0.1 =	1.8
Category 5 - (0.25 to 0.5) -	25 repairs = 25 x 0.25 =	6.25
Total		9.1

By this reckoning, even when taking the smallest possible sizes for each repair, a total of over 60% of the overall area of concrete (15 square metres) has been repaired in categories 2 to 5. Whilst this seems to be at the limits of what is reasonably likely, what is not, in the Tribunal's view, at all likely is that in

addition to these very significant areas of repair there were a further 175 repairs of an area of less than 0.01 square metres – ie of a size less than 10cm by 10cm. This appears to be an exaggerated figure given the overall quantity of concrete at the property, as explained above. In addition, many areas requiring a small repair are likely to have been subsumed in those wider areas of repair which fall within categories 2 to 5 above.

49. In the Tribunal's view, a more likely figure for the number of the smallest repairs is in the region of 40 – a reduction of about 77%. This would reduce the figure for item 5 B 1 from £1,706.25 to £390.

50. The Tribunal found no reason to conclude that any of the other items charged for under the heading of concrete repairs were not in fact carried out as there was insufficient evidence to justify such a conclusion.

51. With regard to whether the work was reasonably carried out, the Tribunal had no reason to conclude that the work was not reasonably required and it was not suggested otherwise by the Applicant.

52. The Applicant did, though, argue that the concrete repairs were not carried out to a reasonable standard, arguing that cracks were merely filled and some cracks had returned. The Tribunal bore in mind that its inspection of the property took place some 6 years after the works were carried out, during which time some deterioration is likely to have occurred. Based on its observations and practical experience it concluded that there was insufficient evidence from which to conclude that the concrete repair works which were in fact carried out were not done to an adequate standard. It therefore decided to make no further reduction in the amount payable.

53. Applying the reductions set out above, the total amount payable for concrete repairs at the property is reduced from £3,886.66 to £2,230.66. The rateable proportion which is used to calculate the Applicant's share is 26.96% (see page 96). This is not challenged. Therefore, the Applicant's share of the cost of concrete repairs which is payable by her is £2,230.66 x 26.96% = £601.39.

External Repairs and Redecorations and External Walls

54. As will be made clear below, it is necessary to consider these two headings together.

55. The Respondents' case is that the cost of external repairs at the property was £7,247.00 of which the Applicant's share is £1,954.15. In the supplementary schedule provided by the Respondents this work is justified as follows;

> "*The external redecorations had exceeded their recommended lifespan and therefore all previously painted surfaces required redecoration. Eg render, railings, external doors etc. Work was required to improve building aesthetics and protect exposed elements.*"

56. The Respondents' case is that the cost of works to the external walls at the property was £7,638.45 of which the Applicant's share is £2,059.70. In the

supplementary schedule provided by the Respondents this work is justified as follows;

> "*Cracks were identified to the brickwork and non-dangerous structural defects which required repairs. Remedial works involved the fixing of helibars to repair the cracks and repointing. Works were to prevent further deterioration, penetrative damp, spalling brickwork and render.*"

57. Reliance was placed by the Respondents on the items under the heading "External Repairs and Decorations" in the Mears price schedule (pages 253-254). However, the total under this heading in that schedule is considerably more than the sum claimed - £8,649.50 (see page 254). It appeared to the Tribunal that this inconsistency arose from a lack of clarity about which items were regarded as external repairs and re-decorations and which fell within the category of "external walls", for which a further £7,638.45 was claimed. This was made abundantly clear at the hearing when Mr. Harrington was asked which items in the Mears schedule he considered contributed to the charge for external walls. Among the items he identified were items 1, 8 and 10 under the heading "External Repairs and Decorations". The situation was further complicated by the fact that the Mears schedule does not include a separate item for external walls at all but some items which would seem to relate to the external walls appear as additional items later in the schedule.

58. In the absence of a clear explanation and/or delineation between cost areas, the Tribunal approached the costs in this area by considering together all those items in the Mears schedule which appeared to relate either to external repairs and redecoration or to works to the external walls. Its findings were as follows.

59. The Tribunal began by considering those items expressly referred to in the schedule as being external repairs and decorations (pages 253 to 254).

60. As with the concrete repairs referred to earlier, the Tribunal firstly considered whether the works specified in the schedule had in fact been carried out by considering whether what was claimed was consistent with the other evidence before it, including its own inspection. It considered the works by reference to the item numbers in this part of the schedule.

61. Item 1 refers to raking-out joints in the brickwork and repointing. The original estimate was that 10 square metres of brickwork would require repointing. However, the rescoped quantity was increased to 65 square metres. The Tribunal considered this figure to be excessive. It would amount to the repointing of a very significant proportion of the whole of the external brickwork, which was not consistent with the Tribunal's observations. Whilst these did confirm that some areas of brickwork had been repointed, the extent was nothing like the amount claimed. The Tribunal concluded that the original estimate of 10 square metres was much more consistent with the extent of the observed works. It therefore reduced the amount of this item from the claimed £1,560 to the originally estimated figure of £240.

62. Item 8 deals with replacing render. The original estimate of 20 square metres was reduced in the rescoped figure to 8 square metres. In view of its inspections the Tribunal was satisfied that this was a reasonable figure and that this work was carried out. It therefore considered the figure of £224.00 reasonable. Item 9 deals with making good defective render and applying masonry paint. The estimated figure was 50 square metres but in the re-scope this was reduced to 30 square metres. In view of its observations of the extent of the render at the property the Tribunal considered that this was still an excessive figure. It decided that the most likely area was 20 square metres and so it reduced the sum for item 9 from £135 to £90.

63. Item 10a deals with making good to brick and concrete surfaces and applying masonry paint. The Tribunal concluded that the area of work claimed for – 20 square metres – was reasonable based on the evidence before it and it accepted the figure of £90. However, the situation with regards to item 10b was very different. The contractual description of item 10b is to make good and apply masonry paint to "*previously painted cills, lintels, thresholds, brick plinths and concrete* [not exceeding] *300mm girth*" The original estimate was zero but the sum charged for in the rescope is 1,138 metres. The Tribunal found this to be an extraordinary figure and asked the Respondents' officers whether they could explain it. Mr. Harrington could not do so, but suggested that maybe the figure related to the painting of the windows, which is not specifically dealt with elsewhere in the schedule. The Tribunal rejected this explanation as it was not consistent with the contractual description, which clearly refers to brick or concrete surfaces and masonry paint. In addition, it would seem that the painting of the windows was covered in item 11c. Bearing in mind its observations of the property, the Tribunal concluded that the total length of the cills, lintels etc which would have been painted at the property was likely to be no more than 200 metres. It therefore reduced the amount payable in respect of item 10b from £3,414.00 to £600.

64. Item 11 deals with preparing and painting timber surfaces. The Tribunal considered that the extent of the work claimed for under this heading was reasonable, on the basis that the 810 metres charged for under heading 11c included the cost of re-painting the windows of the property. It therefore accepted the figure of £96 for item 11a and £2,430 for item 11c.

65. Item 12b is a claim in respect of preparing and painting metal surfaces not exceeding 300mm in girth, including the painting of gutters, downpipes, railings etc. During its inspection the Tribunal noted that the gutters and downpipes were in fact plastic. There were some metal railings to the front windows and metal entrance gates, and a few small areas of metal pipework. It considered that the figure of 36 metres was an overstatement and considered a realistic figure to be 18 metres. It therefore reduced the amount charged for this item from £108 to £54.

66. Items 16 and 19 (page 254), which are stated to relate to the removal and refixing of satellite dishes and the unclipping and refixing of electrical cabling amount to a total charge of £330. This is the same figure as that stated to be for TV aerial works in the schedule at page 69, to which there was no challenge

in the Applicant's Scott Schedule (pages 11 to 112). However, this being the case, they do not form part of the costs for external repairs and decorations.

67. Item 20 refers to the removal of water staining to the brickwork. Although the estimated quantity was 10 square metres, the rescoped figure was 35 square metres. Despite the fact that the final figure amounted to a significant increase above the estimate, the Tribunal had insufficient evidence to suggest that this work was not carried out. It therefore concluded that the cost of £262.50 should also be included under this head.

68. Adding the sums identified in paragraphs 61 to 67 above produces a sub-total for external repairs and decorations of £4,086.50.

69. The next part of the Mears Schedule is headed "Additional Items (not included in LHS document" (pages 254-255). The first relevant item is item 5 which relates to the overhaul of external doors at a cost of £335.46. In the course of the hearing Mr. Harrington from the Respondents explained that this sum should be included within the heading of external repairs. The Tribunal accepted that this work was carried out.

70. The next relevant item is item 10 on page 254. It is a charge for cutting out defective bricks and stitching in replacements. The amount claimed for is 65 linear metres. During its inspection the Tribunal identified some replacement of bricks – as opposed to mere re-pointing. However, it again considered the amount claimed to be excessive. On the basis of its observations, it decided that a proper figure was 10 linear metres. It therefore reduced the sum claimed for this item from £3,913.65 to £602.10.

71. Item 18 on page 254 relates to asbestos removal, which has been conceded by the Respondents as not being payable – see para 9 of their skeleton argument.

72. Although not specifically identified by Mr. Harrington, the Tribunal also concluded that the charge at item 19 on page 254 for the installation of 3 helibars was reasonable. The additional schedule provided by the Respondents after the initial hearing referred to the need to insert helibars and there was nothing to suggest this had not been done. The charge of £924.60 under this heading was, therefore, also considered reasonable.

73. Items 23 on page 254 and 26 and 29 on page 255 appear to relate to scaffolding and will be dealt with below.

74. The final item under this heading is a charge for the provision of a man and a van to dispose of waste. The Tribunal accepted that the charge of £500 was reasonable and that it fell within the scope of this category of charges.

75. The subtotal for external repairs, decorations and external walls under this section of the Mears schedule and identified in paragraphs 66 to 71 is £2,362.16.

76. The final relevant section of the Mears Schedule is described as "Additional Items Picked Up on Site" at page 255. Item 2 is an allowance for a labourer for manual handling materials amounting to £1,500. The Tribunal considered this to be reasonable and included it within this category of expenses.

77. Item 9 of this section is an extra charge for weather pointing. The estimated and re-scoped amounts are both 65 square metres. This is the same as the amount claimed for in respect of re-pointing under the heading of external repairs. The Tribunal understood this item to reflect the additional cost of weather pointing as opposed to flush pointing, which in itself, it considered reasonable. However, for the reasons already given above, it considered that the area of 65 square metres was excessive. An area of 10 square metres was more consistent with the Tribunal's observations. The Tribunal therefore reduced the charge for this item from £1,240.20 to £190.80.

78. The remaining items in this section appeared to relate to either roof works, window repairs or scaffolding, all of which are dealt with elsewhere.

79. The sub-total of the relevant costs under this heading from this part of the schedule is £1,690.80.

80. Although the Applicant in her submissions argued that the only external decoration works which had been done were painting the front door and the windows, the Tribunal was satisfied, based on its inspection, that, subject to the reductions indicated above, the specified works had in fact been carried out. There was no reason to believe that these works were not undertaken.

81. With regard to the question of whether the works were reasonably undertaken, the Tribunal noted that clause 3.6 of the lease requires the landlord to wash and paint the exterior of the property in accordance with its cyclical external repainting programme (page 18). The Tribunal was satisfied that the external repairs and re-decorations were reasonably undertaken.

82. As regards the quality of the work, the position is the same as regards the concrete repairs. The works were carried out some 6 years ago and some deterioration since then is to be expected. Although the Applicant makes particular complaint about the works to the external doors, the Tribunal was satisfied that these had been undertaken. Whilst the condition of the front door is now quite poor, given the passage of time since the works were caried out the Tribunal is unable to conclude that the work was not done to a reasonable standard at the time.

83. On the basis of its inspection and the other evidence available to it the Tribunal concluded that no further reduction to the total cost for external repairs and redecorations and works to external walls identified above was justified. Therefore, the sum payable for external repairs and redecorations and for works to external walls is the sum of the three subtotals set out above, which is £4,086.50 + £2,362.16 + £1,690.80 = £8,139.46. This makes the total share payable by the Applicant £8,139.46 x 26.96% = £2,194.40.

Fire Safety Works

84. The Respondents' case is that the cost of these works at the property was £1,214.10 of which the Applicant's share is £327.38. In the supplementary schedule provided by the Respondents this work is justified as follows;

> "*To comply with the fire regulatory standards and legislative requirements works have been carried out to minimise the potential for flame spread within the communal areas. The contractor ensured all fire stopping was undertaken to numerous areas and components. In line with fire legislation and Lambeth FRA policies. Works include emergency lighting, smoke detectors, heat detectors etc.*"

85. The only challenge made by the Applicant in respect of this cost is that she queries what work was done (page 112). In paragraph 67 of their statement of case (page 199) the Respondents state that the original amount was reduced and that the works included were in relation to emergency lighting and smoke detectors.

86. The relevant entries in the Mears schedule are items 10, 11, 12, 13, and 16 in the section for internal works on page 255. The total charge for the works identified, which include the installation of smoke detectors and a radio interlink call point and the re-wiring of the light ring, is £1,214.10.

87. As explained above, the Respondents did not seek to recover the costs of decorations and repairs to internal communal areas because these were not included in the original estimate provided to the Applicant. However, an estimate for fire safety works was provided – it was £1,500 (page 50). It is clear from the Mears schedule that the total costs included under the heading of internal works exceeds the sum given by the Respondents under the heading of Communal Area Repairs by more than the cost of the fire safety works identified. The Tribunal was, therefore, satisfied that the fire safety works were not included within the communal works which the Respondents did not seek to recover.

88. The Tribunal was satisfied that these works were carried out and was satisfied that they were reasonable. It therefore concluded that the Applicant's share of £327.38 in respect of these works was payable by her.

Overheads and Profits

89. The Respondents made it clear to the Tribunal that they did not seek to recover any costs under this heading. See para 68 of their statement of case at page 200.

Rainwater Goods

90. The Respondents' case is that the cost of these works at the property was £2,861.50 of which the Applicant's share is £771.60. In the supplementary schedule provided by the Respondents this work is justified as follows;

> "*The existing rainwater goods were in poor condition and beyond their economic lifespan. Replacement for rainwater goods were undertaken providing new gutters/downpipes to the block. Works will ensure optimum performance in preventing water penetration*

and allowing excess water to drain away from the building effectively."

91. The Applicant in her statement of case queries what works were done and raises complaints about the effectiveness of the drains at the property (page 112).

92. In their statement of case the Respondents state that the relevant works were the provision of new gutters and downpipes (paras 70 and 71 at page 200) and they make it clear that no works were undertaken to the drains.

93. There is no separate part of the Mears schedule dealing with the rainwater works, leaving the Tribunal once again with the task of seeking to identify such works within the schedule as a whole.

94. It seemed to the Tribunal that the relevant items were items 7, 8 and 10 in the section of the schedule headed Additional Items Picked Up on Site (page 255). The works stated are the renewal of aluminium gutter (item 7 - £1,303.50), the provision of aluminium downpipes (item 8 - £1,460), and the provision of a GRP secret gutter (item 10 - £98). The Tribunal accepted that there was a need to renew the gutters and downpipes, and accepted the quantities set out in the schedule. However, in one respect there was a glaring inaccuracy. The works charged for were the provision of aluminium gutters and downpipes whereas those observed by the Tribunal were plastic. The cost of plastic guttering and downpipes is roughly 25% of that of aluminium. The Tribunal therefore concluded that the costs of items 7 and 8 should be reduced by 75%, making them £325.88 and £365 respectively. It accepted that the cost for the secret gutter was reasonable. The Tribunal therefore concluded that the total amount for rain water goods should be £325.88 + £365 + £98 = £788.88. The Applicant's share is £788.88 x 26.96% = £212.68.

Refuse and Recycling

95. This is not dealt with in the Respondents' statement of case and the Tribunal was informed at the hearing that this item was not contested by them and so nothing is payable under this head.

Roof Works

96. The Respondents' case is that the cost of these works at the property was £24,568.79 of which the Applicant's share is £6,624.96. In the supplementary schedule provided by the Respondents this work is justified as follows;

"*Roof was at end of life showing widespread deterioration and required renewal.*"

97. The Applicant's case was that this statement was not accurate and that this was, in fact, the third roof which had been installed in the previous 27 years. More specifically, she argued that significant works had been undertaken on the roof in 2007, 10 years before the works being charged for. Her case was that it was unreasonable for the Respondents to have undertaken a wholesale replacement of the roof as this was not necessary.

98. The Tribunal firstly addressed the question of fact as regards works to the roof. As mentioned above, in the course of the hearing Mr. Harrington from the Respondents stated that he had identified documents in the Respondents' possession which showed that works had indeed taken place on the roof in 2007. Despite being directed to provide those documents, the Respondents have provided nothing further. On the basis of what it was told by Mr. Harrington, the Tribunal accepted that some works were carried out in 2007.

99. Further, there is a document at page 280 provided by the Applicant which appears to be a record of maintenance works carried out at the property. It includes an item which states "*BRR-RS roof renewal re report 67177/1*" with a total cost of £10,125.87. It states that the works were completed on 19/10/2007. On the same page there are references to a charge of £2,353.06 for scaffolding for roof renewal completed on 17/9/2007 and a charge of £2,639.80 for a roof inspection on 27/9/2006.

100. In addition, the Tribunal had before it a number of photographs of the roof (pages 160 to 163). The Applicant's oral evidence was that she asked one of the Respondents' contractors to take the photographs before the roof works commenced. The Tribunal accepted that the photographs did indeed show the condition of the roof before work started rather than the new roof. Not only was this the Applicant's evidence but it was consistent with the Tribunal's own observations. The current roof has a number of ventilators installed into it which are visible from the street. No such ventilators appear in the photographs. Also, there is some lichen and moss growth on the roof in the photographs which shows that it is not brand new.

101. On the basis of the evidence before it, it seemed to the Tribunal that the condition of the roof immediately before the replacement works began was very far from "*end of life*" as asserted in the additional schedule. It accepted that significant works were carried out to the roof in 2007 and there was nothing about its appearance in 2017 which suggested a need for renewal. In the Tribunal's experience a roof of the type seen would be expected to last for a minimum of 50 years.

102. The Tribunal was, therefore, satisfied that it was not reasonable for the Respondents to have completely replaced what appears to be a perfectly good roof no more than 20% through its reasonable life.

103. In his submissions to the Tribunal Mr. Lederman argued that even if it were not reasonable for the Respondents to have been replaced the roof when they did, some allowance should be given for the fact that the Applicant now had the advantage of a new roof and the lifespan of the roof had been extended.

104. The Tribunal accepted that argument. It concluded that the replacement of the roof had extended its usable life by about 20% and, therefore, the Respondents should be entitled to recover 20% of the cost of the roofing works.

105. The Mears schedule contains a section for roofing works with a total cost of £17,131.79 (pages 248 to 252). This is less than the £24,568.79 claimed. However, the section of the schedule headed Additional Items Picked Up On Site includes further items which relate to the roof, including items 4, 5, 11, 12 and 19 (page 255) which when added to the £17,131.79 exceed the total amount claimed.

106. The Tribunal therefore decided to accept the figure of £25,568.79 as the base cost for the roofing works as a whole. For the reasons given above it decided that only 20% of this sum was payable, which amounts to £5,113.76. The Applicant's share of this is £5,113.76 x 26.96% = £1,378.67.

Scaffolding

107. The Respondents seek to recover £13,100.50 in respect of scaffolding, of which the Applicant's share is £3,532.54 (page 69).

108. The Applicant complains that the cost is too high because the scaffolding remained after the works were finished (page 112).

109. The Respondents' reply to the Applicant's case, which the Tribunal accepted, is that the scaffolding was hired for a fixed period of 13 weeks so that even if it were there for a shorter period the amount would have been the same (para 74 at page 201).

110. The Mears schedule includes a section for scaffolding (page 244) which comes to a total cost of £8,015.02. There was nothing in this schedule which the Tribunal considered unreasonable. Although much of the scaffolding cost would relate to the replacement of the roof, given that the Tribunal decided that some charge could still be made in respect of the roof, it also decided that the necessary scaffolding costs required in connection to the replacement of the roof were recoverable.

111. Additional items which clearly relate to scaffolding are found as follows. Under the heading of Additional Items not included in LHS document there are items 23, 26 and 29 with a total cost of £963.48 (pages 254 and 245). In the section headed Additional Items Picked Up on Site there is an additional charge of £2,122 for erecting the scaffolding up and over the property (item 21 on page 255). The Tribunal considered all these to be reasonable. However, the Tribunal considered that item 22, an adaptation to the scaffolding for asbestos testing was not recoverable as the Respondents had accepted that no charge should be made in respect of asbestos removal.

112. Adding these additional items to the total of £8,015.02 from the section for scaffolding produces a total of £11,100.50. Even allowing for the removal of item 22 referred to above, which was a cost of £500, this is some £1,500 less than the sum claimed. However, the Respondents have not explained where this additional sum comes from and there is nothing further in the Mears schedule which has not been charged for elsewhere which the Tribunal could identify as relating to scaffolding.

113. It follows that the Tribunal decided that the sum recoverable in respect of scaffolding was £11,100.50 of which the Applicant's share is 26.96% or £2,992.69.

Surveys

114. The Respondents seek to recover £1,140.80 in respect of surveys of which the Applicant's share is £307.62. The Applicant makes no challenge to this charge in her statement of case (page 112). However, the additional schedule from the Respondents state that this head of charge includes the costs of building control applications and the cost of a full asbestos repair and demolition survey. These appear as item 3 of the Additional Items Picked Up on Site (page 255) at a cost of £890.80 and item 18 of the Additional Items not included in the LHS document (page 254) at a cost of £250. Given that the Respondents had conceded that the asbestos costs were not recoverable, the Tribunal decided that only the first of these sums was recoverable. The Applicant's share of this £890.80 is £240.16.

TV Aerial Works

115. The Respondents seek to recover £330 in respect of TV aerial works of which the Applicant's share is £88.98. Again, the Applicant makes no challenge to this charge in her statement of case (page 112). The relevant costs appear as items 16 and 19 in the Mears schedule under the heading external repairs and decoration (page 254). The Tribunal was satisfied that this sum was recoverable.

Windows

116. The Respondents seek to recover £8,212.64 in respect of window repairs of which the Applicant's share is £2,214.53. The Respondents' additional schedule states that the windows were in poor condition and required repair.

117. Although the Mears schedule contains sections for timber windows and window installations, which were used when the estimates were produced, the actual costs of the window repairs all appear in the section headed Additional Items Picked Up on Site (page 255). Mr. Harrington told the Tribunal that the relevant items in this section were items 13 to 18 inclusive and item 20. These come to a total of £7,588.94. The Tribunal could not identify any other items in the Mears schedule which clearly related to the window repairs and which had not been charged elsewhere.

118. The Tribunal considered the total number of epoxy repairs charged for in the schedule (items 13 to 17) There were a total of 188 charged for, which is equivalent to about 10 for each window, though obviously the size of the windows at the property varies considerably and some may well have required significantly fewer repairs and others more. Overall, however, the Tribunal considered that, whilst on the high side, the number of repairs charged for was within the scope of what could be expected to be reasonable. Similarly, it considered that items 18 and 20 were also reasonable. The Tribunal was, therefore, satisfied that these works were in fact carried out.

119. With regard to the questions of whether or not it was reasonable to carry out the works and the quality of those works, the Tribunal reached the same conclusions as it did in respect of the concrete and external repairs, and it did so for the same reasons.

120. The Tribunal therefore decided that the sum of £7,588.94 was recoverable, of which the Applicant's share is £7,588.94 x 26.96% = £2,045.98.

Total Cost of Works

121. Adding together the costs of the works which the Tribunal has determined are recoverable produces the following result.

Concrete Repairs	£ 2,230.66
External Redecoration and External Walls	£ 8,139.46
Fire Safety	£ 1,214.10
Rain Water Goods	£ 788.88
Roof Works	£ 5,113.76
Scaffolding	£11,100.50
Surveys	£ 890.80
TV Aerial Works	£ 330.00
Windows	£ 7,588.94
TOTAL	£37,397.10

Consultant's Fees and Preliminaries

122. The Respondents seek to recover the costs of consultants' fees and preliminaries. These are both calculated on a percentage of the overall cost of the works. In the hearing Mr. Lederman informed the Tribunal that the percentage charge for consultants' fees was 3.5% of the overall cost. The Respondent's case was that this was the result of a competitive tender by JRP and that this was reasonable (see paras 12 and 13 of the skeleton argument).

123. Despite the Applicant's contention that this was an exorbitant charge, the Tribunal agreed that it was reasonable.

124. Applying the rate of 3.5% to the total costs which the Tribunal considers reasonable produces a figure of £1,308.90 for consultants' fees, of which the Applicant's share is £1,308.90 x 26.96% = £352.88.

125. The Respondents also seek to recover in respect of preliminary costs. The Tribunal was informed at the hearing that these too were calculated on a percentage basis. It was suggested that the relevant percentage was 5%. This is broadly consistent with the figures in the Respondents' schedule (pages 68 and 69).

126. Again, the Tribunal was satisfied that this was a reasonable charge. Applying 5% to the same works total produces a figure of £1,869.86, which the Tribunal considered a reasonable charge for preliminaries. The Applicant's share of this sum is £1,869.86 x 26.96% = £504.11.

Management Charge

127. By clause 4.2.1.3 of the lease the Respondents are entitled to add a charge of 10% to the total recoverable service charge costs in respect of general administration.

128. In view of the findings set out above, the total sums payable by the Applicant are as follows;

Concrete Repairs	£ 601.39
External Redecoration and External Walls	£ 2,194.40
Fire Safety	£ 327.38
Rain Water Goods	£ 212.68
Roof Works	£ 1,378.67
Scaffolding	£ 2,992.69
Surveys	£ 240.16
TV Aerial Works	£ 88.98
Windows	£ 2,045.98
Consultants' Fees	£ 352.88
Preliminaries	£ 504.11
TOTAL	£10,939.32

129. It follows that an additional management charge of £1,093.93 is also payable by the Applicant.

Applications under s.20C of the 1985 Act and Para 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002 and Fees

130. The Applicant also made an application for an order under section 20C of the 1985 Act ("section 20C") to the effect that none of the Respondents' costs of the Tribunal proceedings may be passed to the lessees through any service charge, and an order to reduce or extinguish her liability to pay an administration charge in respect of litigation costs under paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002 ("paragraph 5A").

131. In their supplementary submissions the Respondents stated that they did not oppose the making of such orders. That being the case, the Tribunal was satisfied that they should be made.

132. The Tribunal also decided that it was appropriate to make an order under rule 13(2) of the Tribunal procedure (First-tier Tribunal) (Property Chamber) Rules 2013 for the payment by the Respondent of the Applicant's fees.

Name: Judge S.J. Walker **Date:** 11 July 2024

ANNEX - RIGHTS OF APPEAL

- The Tribunal is required to set out rights of appeal against its decisions by virtue of the rule 36 (2)(c) of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013 and these are set out below.

- If a party wishes to appeal against 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.

Appendix of relevant legislation

Landlord and Tenant Act 1985 (as amended)

Section 18

(1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent -
  (a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and
  (b) the whole or part of which varies or may vary according to the relevant costs.

(2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.

(3) For this purpose -
  (a) "costs" includes overheads, and
  (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 19

(1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period -
   (a) only to the extent that they are reasonably incurred, and
   (b) where they are incurred on the provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;

   and the amount payable shall be limited accordingly.

(2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

Section 27A

(1) An application may be made to the appropriate Tribunal for a determination whether a service charge is payable and, if it is, as to -
   (a) the person by whom it is payable,
   (b) the person to whom it is payable,
   (c) the amount which is payable,
   (d) the date at or by which it is payable, and
   (e) the manner in which it is payable.

(2) Subsection (1) applies whether or not any payment has been made.

(3) An application may also be made to the appropriate Tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to -
   (a) the person by whom it would be payable,
   (b) the person to whom it would be payable,
   (c) the amount which would be payable,
   (d) the date at or by which it would be payable, and
   (e) the manner in which it would be payable.

(4) No application under subsection (1) or (3) may be made in respect of a matter which -
   (a) has been agreed or admitted by the tenant,
   (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
   (c) has been the subject of determination by a court, or
   (d) has been the subject of determination by an arbitral Tribunal pursuant to a post-dispute arbitration agreement.

(5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

Section 20

(1) Where this section applies to any qualifying works or qualifying long term agreement, the relevant contributions of tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have been either—
  (a) complied with in relation to the works or agreement, or
  (b) dispensed with in relation to the works or agreement by (or on appeal from) the appropriate Tribunal .

(2) In this section "relevant contribution", in relation to a tenant and any works or agreement, is the amount which he may be required under the terms of his lease to contribute (by the payment of service charges) to relevant costs incurred on carrying out the works or under the agreement.

(3) This section applies to qualifying works if relevant costs incurred on carrying out the works exceed an appropriate amount.

(4) The Secretary of State may by regulations provide that this section applies to a qualifying long term agreement—
  (a) if relevant costs incurred under the agreement exceed an appropriate amount, or
  (b) if relevant costs incurred under the agreement during a period prescribed by the regulations exceed an appropriate amount.

(5) An appropriate amount is an amount set by regulations made by the Secretary of State; and the regulations may make provision for either or both of the following to be an appropriate amount—
  (a) an amount prescribed by, or determined in accordance with, the regulations, and
  (b) an amount which results in the relevant contribution of any one or more tenants being an amount prescribed by, or determined in accordance with, the regulations.

(6) Where an appropriate amount is set by virtue of paragraph (a) of subsection (5), the amount of the relevant costs incurred on carrying out the works or under the agreement which may be taken into account in determining the relevant contributions of tenants is limited to the appropriate amount.

(7) Where an appropriate amount is set by virtue of paragraph (b) of that subsection, the amount of the relevant contribution of the tenant, or each of the tenants, whose relevant contribution would otherwise exceed the amount prescribed by, or determined in accordance with, the regulations is limited to the amount so prescribed or determined.]

Section 20B

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

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

Section 20C

(1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a court, residential property Tribunal or the Upper Tribunal, or in connection with arbitration proceedings, are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.

(2) The application shall be made—
- (a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to a county court;
- (aa) in the case of proceedings before a residential property Tribunal, to that Tribunal;
- (b) in the case of proceedings before a residential property Tribunal, to the Tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any residential property Tribunal;
- (c) in the case of proceedings before the Upper Tribunal, to the Tribunal;
- (d) in the case of arbitration proceedings, to the arbitral Tribunal or, if the application is made after the proceedings are concluded, to a county court.

(3) The court or Tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

Section 20ZA

(1) Where an application is made to the appropriate tribunal for a determination to dispense with all or any of the consultation requirements in relation to any qualifying works or qualifying long term agreement, the tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements.

(2) In section 20 and this section –
"qualifying works" means works on a building or any other premises, and
"qualifying long term agreement" means (subject to subsection (3) an agreement entered into, by or on behalf of the landlord or a superior landlord, for a term of more than twelve months.

(3) The Secretary of State may by regulations provide that an agreement is not a qualifying long term agreement –
(a) if it is an agreement of a description prescribed by the regulations, or
(b) in any circumstances so prescribed.

(4) In section 20 and this section "the consultation requirements" means requirements prescribed by regulations made by the Secretary of State.

(5) Regulations under subsection (4) may in particular include provision requiring the landlord
(a) to provide details of proposed works or agreements to tenants or the recognised tenants' association representing them,
(b) to obtain estimates for proposed works or agreements,
(c) to invite tenants or the recognised tenants' association to propose the names of persons from whom the landlord should try to obtain other estimates,
(d) to have regard to observations made by tenants or the recognised tenants' association in relation to proposed works or agreements and estimates, and
(e) to give reasons in prescribed circumstances for carrying out works or entering into agreements

(6) Regulations under section 20 or this section
(a) may make provision generally or only in relation to specific cases, and
(b) may make different provision for different purposes.

(7) Regulations under section 20 or this section shall be made by statutory instrument subject to annulment in pursuance of a resolution of either House of Parliament.

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

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.