



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

Case reference : **LON/00BJ/LSC/2024/0182**

Property : **40 Oakhill Road
Putney
London SW15 2QR**

Applicants : **Robert Peter Slater &
Olivia Sarah Davies
and
Murray Keith Fraser**

Representative : **Mr Sam White
Counsel
25 Canada Square Chambers**

Respondent : **George Protopapadakis**

Representative : **None**

Type of application : **A determination of the reasonableness
and liability to pay service charge**

Tribunal members : **Judge I B Holdsworth FRICS
Mr Apollo Fonka FCIEH CEnvH MSc**

**Date and venue of
Hearing** : **2 December 2024
10 Alfred Place
London WC1E 7LR**

Date of Decision : **12 December 2024**

DECISION

Decisions of the Tribunal

27A & 20C Application

- a. The Tribunal determines that disputed service charges amounting to £6,932.48 are reasonable and payable for the service charge period 29 September 2020-28 September 2023.
- b. The total annual sums payable for the disputed service charge items are as follows:
 - 2020/21 – £2080.05
 - 2021/22 – £2184.19
 - 2022/23 – £2668.24
- c. A Scott schedule at Appendix A lists the reasonable service charges for each item in the chargeable years in dispute.
- d. The Tribunal makes a s.20C Order under the provisions of the Landlord & Tenant Act 1985 ('**the 1985 Act**') and paragraph 5(a), schedule 11 of the Commonhold & Leasehold Reform Act 2002 ('**the 2002 Act**') that prevents a recovery of costs incurred by the Respondent in these proceedings.
- e. The application and hearing costs incurred by the Applicants in bringing this application to the Tribunal to be reimbursed by the Respondent.

1. Application

- 1.1 The application sought a determination pursuant to s.27A of the 1985 Act and schedule 11 of the 2002 Act, as to the payability and reasonableness of the service charges for the years 2020/21, 2021/22, 2022/23 and 2023/24.
- 1.2 The Applicants applied for a 20C Order under the provision of the 1985 Act and paragraph 5(a), schedule 11 of the 2002 Act.
- 1.3 The Tribunal issued Directions on 7 June 2024, identifying the issues in dispute, in relation to the service charges demanded by the Respondent, as the freeholder of the Property.
- 1.4 The Respondent did not comply with the Directions and delivery of the materials as required in the timetable was not satisfied.

- 1.5 Judge Hamilton-Farey gave further Directions to the parties on 21 November 2024, in which she was critical of the piecemeal delivery of the information sought by Tribunal by the Respondent. Further, the Judge's letter barred the Respondent from the submission of any further documents or materials beyond 19 November 2024 and required his witness to attend the Hearing.

2. The Hearing

- 2.1 A face-to-face Hearing was held at 10 Alfred Place WC1E 7LR on 2 December 2024.
- 2.2 The Applicants were represented by Mr Sam White, Counsel of 25 Canada Square Chambers and the Respondent, Mr George Protopapadakis, represented himself at the Hearing.
- 2.3 The Applicants, Mr Robert Slater and Mr Murray Fraser attended the hearing. Mrs Victoria Nathanson attended as a witness on behalf of the Respondent.

3. Issues in dispute at the Hearing

- 3.1 Counsel for the Applicants informed the Tribunal that the dispute with the Respondent was in respect of the reasonableness of the service charges to be paid since service charge year 2020/21. Counsel said it was not the intention of the Applicants at this time to dispute the payability and reasonableness of service charges sought by the Respondent for the period 29 September 2023-28 September 2024. Counsel explained that the Respondent had failed to provide sufficient information for this claim to be pursued and referred Tribunal to the correspondence of Judge Hamilton-Farey and her expression of disappointment in the failure of the Respondent to comply with Tribunal's Directions. Counsel advised Tribunal the Applicants wished to reserve the right to issue a further Application to dispute the reasonableness of the charges in the service charge year 2023/24, once they had received all pertinent information.
- 3.2 A joint hearing bundle comprising some 316 pages had been prepared and submitted by the Applicants.

4. The Property

- 4.1 The property is a terraced period three-storey building which is converted into three self-contained flats.
- 4.2 Flat 1 to the ground floor includes a cellar. Flats 2 and 3 are on the first and second floors respectively, the latter having provided original accommodation in the roof space.
- 4.3 There is a small, enclosed yard to the front.

- 4.4 The Tribunal was advised there is a communal hallway, giving access to stairs and Flat 2 on the first floor and Flat 3 on the second floor.

5. The law

- 5.1 The relevant legal positions are set out in Appendix B to this Decision.

6. The lease provisions

- 6.1 The bundle contained a sample lease (pp.308-316).
- 6.2 The service charge provisions are at the First, Fifth, Sixth and Eighth Schedules of the lease. The relevant provisions of the lease were not disputed by the parties.
- 6.3 The parties were not in dispute about the payability of the sums charged in accordance with the lease provisions, save for the charges made in respect of the DVR camera and surveillance equipment.
- 6.4 After some discussion at the hearing the Respondent accepted that the lease does not permit recovery of the charges for the DVR camera and surveillance equipment. He claimed this omission was due to the obsolescence of the lease terms and wording.
- 6.5 There was no dispute between the parties on the interpretation of the remainder of the relevant clauses.

7. The issues

- 7.1 The service charges in dispute were listed by the Applicants in the Scott Schedule, which was submitted to the Respondent for comment in September 2023. For each disputed item, the Applicants had provided an explanation of the justification but had not made a proposal as to an alternative reasonable sum to be charged.
- 7.2 No comment was received from the Respondent in respect of the Scott Schedule as set-out in the Tribunal's Directions timetable.
- 7.3 In late-November 2024, some 12 months after receipt the Respondent did respond and the Scott Schedule with his comments was submitted in the joint bundle (pp.52-65). The combined Scott Schedule (**“the Schedule”**) is reproduced at Appendix A to this Decision.
- 7.4 Tribunal has relied upon the Schedule as the primarily listing of the items in dispute. At the Hearing the Schedule was used as an 'agenda', with each items discussed. Evidence was taken from Counsel on behalf of the Applicants and the Respondent on the disputed items, with the parties taking Tribunal to relevant invoices in support of the statements made in the Schedule.
- 7.5 Several disputed charges appeared in all or a number of service charge account years. Recurring dispute between the parties included services

charges for insurance, consumption of electricity in the common parts, clearance or cleaning of gutters and drainage, general expenses and management fees. These matters were all separately reviewed by Tribunal and its determination is set out below. Tribunal's findings are also recorded in the Schedule.

7.6 A decision on the reasonable sum payable for each of the other matters in dispute is provided by item in the appended Scott Schedule, together with an explanation as to each finding.

7.7 **Disputed consumption of electricity**

7.7.1 Counsel for the Applicants took Tribunal to the 2021 section of the Scott Schedule together with invoice BL-219-1 in the bundle (p.109).

7.7.2 Counsel pointed out there were charges included in the £390 for the DVR system and repair of the surveillance apparatus, which should not be included in the service charge. Counsel referred to the Sixth Schedule of the lease, which he claimed contained nothing which permits recovery of such costs.

7.7.3 Counsel also explained that the electricity supply to the common parts was not recorded by a separate meter. It was therefore not possible to verify the precise amount of electricity used in the common parts. Counsel acknowledged there was nominal electricity usage in respect of the lighting and proffered a calculation for much lower consumption of around 0.25 watts per day than that submitted by the Respondent. Counsel also advised the smoke detectors were battery operated and therefore did not draw off of the mains electrical supply.

7.7.4 The Respondent explained that he had relied upon the electricity bill provided in the bundle (p.212), which showed the charges in kWh and had used this as a basis to calculate the inferred electrical use for the lighting in the common parts. The Respondent accepted this was a rudimentary calculation and there was no precise usage data.

7.7.5 The Respondent claimed the lease was now outdated but nevertheless accepted there was current no provision within the existing lease for recovery of costs in respect of surveillance equipment at the Property. Due to changed circumstances, the Respondent stated this equipment was now necessary. The Respondent also told Tribunal the Aico alarm was connected to mains electricity with battery backup.

7.7.6 **Decision of the Tribunal**

7.7.6.1 Tribunal is aware of the need for adequate lighting in the common parts and the Respondent had made an effort to calculate the charges on a logical basis.

7.7.6.2 The difficulty both the Applicants and Tribunal face in assessment of the reasonableness of these charges was that there was no separate meter to record the electrical consumption within the common parts.

- 7.7.6.3 Tribunal recognised there may be enhanced electrical charges were a separate meter for the common parts be installed but considered it preferable to avoid any future difficulties in accurate apportionment of such charges through the service charge account in future.
- 7.7.6.4 The Tribunal determined that the electrical charges levied for the lighting and smoke detectors within the common parts were both reasonable and payable.
- 7.7.6.5 However, all other electrical charges were disallowed, as recovery of the charges is not permitted by the lease provisions.

7.8 **Cleaning of the front yard**

- 7.8.1 Tribunal was informed that the Respondent had taken it upon himself to clean the front yard area every week and this included some weeding, together with removal of any debris left on the ground following the weekly local authority household waste collection.
- 7.8.2 Counsel advised Tribunal that the Applicants had doubts as to whether these works were taking place and, if they were, the outcome was deemed inadequate by the Applicants.
- 7.8.3 The invoices for these works had also included a series of cleaning activities. Counsel said it was unclear what the charges precisely included and, due to the lack of information, the Applicants had been reluctant to propose an alternative reasonable figure for these works.
- 7.8.4 Tribunal heard from Ms Nathanson that she regularly saw the Respondent cleaning the frontage of the Property when she walked along Oakhill Road. In her opinion, the work was carried out on a regular basis.
- 7.8.5 The Respondent said it was essential these works were carried out, in addition stating that the works included for all the items included within invoice BL-219-2, together with the invoices for subsequent years. The Respondent advised he had not kept a record of his work or a cleaning log.
- 7.8.6 The Respondent advised that based upon an internet search he suggested the costs would be in the order of £50 per week for similar services to be carried out by a commercial cleaning or gardening company.
- 7.8.7 Decision of the Tribunal
- 7.8.7.1 Inadequate information had been provided to Tribunal, as to the precise works undertaken at the Property by the Respondent. Other than for the testimony provided by Ms Nathanson, there was no documentary evidence that this work was being undertaken.

- 7.8.7.2 Tribunal was not satisfied that there is a need for regular weeding and cleaning of the frontage.
- 7.8.7.3 The Respondent, when questioned about the basis for his charges, suggested an hourly rate of around £98. He gave no justification for making such charge but said he spent more than two-hours per week cleaning the Property.
- 7.8.7.4 Tribunal was unable to reconcile the reported time spent on tasks and the hourly rate, charged by the Respondent. Tribunal acknowledge some cleaning of the front yard and common parts is necessary. They determined that one-hour per week at a charge of £12 per hour would be reasonable for this activity.
- 7.8.7.5 Therefore, the annual charge allowed and payable for cleaning the front yard, common parts and general maintenance was £624.
- 7.8.7.6 No other charges were deemed allowable, and the Tribunal recommend a future cleaning schedule should be agreed with the Applicants, to avoid any likelihood of disputes. This should include a log of the precise cleaning/maintenance activities to be undertaken on a weekly basis.

7.9 **Cleaning of rainwater goods and checking of manholes**

- 7.9.1 Clearing/cleaning of the gutters is undertaken twice yearly, for which there is a charge of around £160.
- 7.9.2 Counsel told Tribunal the Applicants had concerns like those they had expressed about the charges for electricity and cleaning of the common parts. They were concerned that the works were both not undertaken and the extent was limited. They were also uncertain why cleaning needed to be done twice-yearly.
- 7.9.3 The Respondent said it was essential the rainwater goods were regularly cleared/cleaned to avoid blockages. He claimed gulleys to the upper levels of the roof should be regularly cleaned to avoid blockages.
- 7.9.4 The Respondent also expressed the view that the manhole covers had to be lifted every year to check whether there was any build-up of materials blockage, to prevent any backing up within the underground drains which could cause flooding of the cellar.

7.9.5 **Decision of the Tribunal**

- 7.9.5.1 The Tribunal was not persuaded that cleaning of the guttering and the inspection within the manhole chamber was required twice yearly. This is an activity which should be carried out on an ad-hoc basis, after due consultation with the Applicants.
- 7.9.5.2 The costs to the service charge account were disallowed.

7.10 **Disputed general expenses**

7.10.1 Counsel took Tribunal to invoice BL-219-4 within the bundle (p.113) for service charge year 2021.

7.10.2 The invoice lists several items deemed as general expense works, which includes:

*'Release electric cable
Examine and trim blanking cable
Tighten cable vacuum grit from pattress
Inspect water fire extinguisher and log results
Inspect CO₂ fire extinguisher and log results
Inspect and test fire alarms and log results'*

7.10.3 Counsel then took Tribunal to invoices within the bundle (pp.121 and 129) for service charge years 2022 and 2023, from which it was evident the same list of tasks was replicated in each of these subsequent invoices. Counsel contended that it was unlikely the same works were required every year. Such works should not be carried out by an unqualified technician, in particular works to electricity cabling and/or checking of fire extinguishers.

7.10.4 Counsel advised, due to the lack of information provided, the Applicants had not been prepared to offer an alternative which they deemed reasonable for these works. The Applicants were uncertain as to whether these works had been carried out and, in any event, such should be attended to by a qualified electrician or fire extinguisher service engineer.

7.10.5 The Respondent said he carried out this work every year and, although he was not accredited, he was qualified to do the work and had done so for many years. The Respondent further advised his rate was £98 per hour for such works, which took approximately two hours to complete each year. If the Respondent had employed external contractors the works would have been more expensive, but he did not have details of alternative quotes.

7.10.6 Decision of the Tribunal

7.10.6.1 The Tribunal was not persuaded that these works were carried out every year, in the way described in the various invoices.

7.10.6.2 Further, it was wholly inappropriate for such works to be carried out by the Respondent who was neither qualified nor skilled and therefore unable to provide adequate certification through an accredited body (i.e. NICEIC or NAPIT in respect of electrical works and BAFE in the case of fire extinguisher service engineers).

7.10.6.3 The hourly rate proffered by the Respondent at £98 for undertaking unskilled works was deemed excessive.

7.10.6.4 Tribunal disallowed these costs for each service charge year in dispute.

7.11 **Disputed management fees**

7.11.1 The Respondent had sought to charge £1,700 by way of management fees in the service charge year 2021, which increased to £1,900 for the years 2022 and 2023.

7.11.2 Counsel for the Applicants took Tribunal to invoice BL-219-5 in the bundle (p.112). It was claimed that the invoice had been based on time expended, including in the obtaining estimates for repairs to the Property, reading through insurance documents, establish the rebuild costs for the Property, preparing accounts/invoices *'and so on'*. Counsel asserted that the invoice had not been calculated on a time expended basis, there had been little interaction with the Applicants and that the rebuild figures for the Property was based on annual indexation that did not require an annual independent assessment.

7.11.3 Counsel also pointed out that, as the account had been prepared in November 2024, the charge for the preparation of the accounts would not have been included in this charge. Counsel therefore requested Tribunal disallow all the management charges, due to the numerous failures of the Respondent.

7.11.4 The Respondent said he spent many hours in management of the Property and reiterated the tasks listed in the invoices. Once again, his hourly rate for such administrative tasks was £98 and that he was qualified to do such work.

7.11.5 Tribunal asked the Respondent whether he was familiar with the rôle of a management agent, as expressed in RICS's guidance? The Respondent advised he had no knowledge of RICS's guidance on the management of resident property.

7.11.6 Decision of the Tribunal

7.11.6.1 The Tribunal accepted that basic property management was provided by the Respondent. However, it had fallen below that expected of a reasonable professional property manager and inadequate information had been provided to the Applicants.

7.11.6.2 Tribunal therefore concluded from evidence they had received that much needed to be done to improve the relationship between the property manager and the lessees in future. All the property management systems required overhaul, and much better communication must be achieved with the Applicants.

7.11.6.3 The lack of understanding on the part of the Respondent, as to the basic requirements of property management was disappointing to the Tribunal.

7.11.6.4 Tribunal however recognised the Respondent had provided some basic property facilities, which may satisfy the RICS guidance for management of residential dwellings. Despite these failings the Tribunal determined a fee of £400 per flat per annum was reasonable and payable for the service provided by the Respondent.

7.12 **Disputed insurance premiums**

7.12.1 Counsel explained that the Applicants had been provided with inadequate information as to how the insurance charges were calculated. Throughout the current Tribunal proceedings, the Respondent was required to submit information regarding the insurance of the Property and how the apportionment of premiums was calculated.

7.12.2 Counsel referred Tribunal to the invoices in respect of insurance charges within the bundle (pp. 116, 124 and 133) amounting to £605, £574.78 and £651.01 for insurance premiums recovered through the service charges. Counsel advised the Applicants recognised that these charges for two flats were reasonable from their experience and knowledge. The Applicants' concern was however as to how the charges had been calculated. During proceedings arising from this Application the Respondent had provided further details as to the calculation of the premiums and Counsel advised the Applicants were now content with the further information provided by the Respondent. However, the Applicants sought an assurance that such information would be provided prior to any future insurance premium charges being demanded. It was understood that 26% of the block policy was charged to the Property, a proportion of the premium being paid by the Respondent with the balance being recovered from the Applicants.

7.12.3 The Respondent confirmed he had not previously provided sufficient information to the Applicants as to the calculation of the insurance premium. The Respondent advised he uses the same broker each year to obtain a block policy which not only covered the subject Property, but also 108 West Hill, SW15 2UF and 1-4 Oakhill Road, SW15 2QU. The Respondent advised apportionment of the total block premium cost was based upon the relevant proportion of the reinstatement values for each of the three buildings, this in turn was then divided amongst the number of leaseholders within the three respective properties. The Respondent accepted that this had not been made known to the Applicants prior to the proceedings.

7.12.4 Decision of the Tribunal

7.12.4.1 Tribunal has reviewed the building insurance premiums presented by the Respondent after consultation with his broker. The Tribunal based upon their experience and knowledge accept the results were fair and reasonable and the proposed insurance rent charges are therefore payable by the Applicants.

7.12.4.2 Tribunal emphasise it is good property management practice to engage with leaseholders in respect of premises insurance. Tribunal recommend that all future insurance rent charges be explained and justified through provision of a copy of the advice provided by the broker.

7.13 **Roof repair works 2023**

7.13.1 The cost for the repair of the roof, at £750, was disputed by the Applicants, stating this charge had exceeded the amount allowable without a conducting a s.20 statutory consultation process. The Applicants had received advice in respect of quotations for the work, which did not satisfy this process.

7.13.2 The Respondent advised there had been an urgent need to carry out the work and he had told Mr Slater the repairs to the roof could be completed by his company for £1,600. An e-mail to this effect was included in the bundle.

7.13.3 The Respondent had thereafter proceeded to carry out the repairs and had levied a charge of £750, without first having received the approval of the Applicants.

7.13.4 Decision of the Tribunal

7.13.4.1 The tribunal accepted that the s.20 statutory consultation procedure had not been satisfied therefore the maximum service charge permitted without statutory consultation is £250.

7.13.4.2 Tribunal determine that £250 is the sum allowable and payable by the Applicants for the roof repair works.

7.14 **Other service charge items in dispute for years 2020-2023**

7.14.1 The schedule is provided at Appendix A setting out Tribunal's findings for each of the remaining disputed sums. The Tribunal has reviewed each item and made a decision as shown in the schedule.

7.14.2 The sums deemed payable by the Applicants are shown together with an explanation and justification of the reasons.

Future property management considerations

7.15 The Tribunal strongly urge the Respondent to address his failures to engage with the Applicants over routine maintenance and management of the premises to avoid future dispute. It is essential comprehensive and timely information about works and insurance at the property is provided to the leaseholders. Under the lease provisions the leaseholders are liable for a share of many of the incurred costs arising from works and any competent and compliant property manager would by necessity consult with them about the need and extent of such works prior to undertaking them. It is also good practice to prepare a costed preventative maintenance schedule for premises of this type. The findings to be shared and agreed with the leaseholders.

7.16 The Tribunal also advise an electric meter is installed for the common areas electricity supply. The appointment of a professional property management agent should also be considered by the parties.

7.17 **Section 20**

7.17.1 The relevant section of the legislation states that:

'Any determination with regard to s.20c and a paragraph 5(c) Order application is made on the basis of whether it is just and reasonable that the respondent be prevented from recovering its costs of the proceedings based on the level of success enjoyed by the applicants.'

7.17.2 Counsel argued that it was necessary for the Applicants to make an application due to the persistent refusal of the Respondent to provide accurate information and undertake good management of the Property.

7.17.3 Counsel highlighted the failure of the Respondent to comply with Tribunal's Directions, particularly the timetable for disclosure of all relevant information. Failure to comply with the Directions to disclose documents, even after extensions of time had been granted.

7.17.4 The Respondent offered no explanation or excuse for his failure to comply Directions.

7.17.5 The Tribunal has therefore found in favour of the Applicants on most of the disputed issues and, given these outcomes, Tribunal determines it is just and fair that the Respondent landlord cannot recover its costs of the Tribunal proceedings through the service charge provisions within the lease.

7.17.6 Decision of the Tribunal

7.17.6.1 Tribunal makes a s.20C and paragraph 5(c) Order preventing the recovery of costs incurred by the Respondent in the proceedings.

7.17.6.2 Tribunal also orders the Respondent to reimburse the costs of the application to Tribunal and hearing fees to the Applicants.

Name: Ian B Holdsworth Date: 12 December 2024

Tribunal Judge

RIGHTS OF APPEAL

- 1 If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional Office which has been dealing with the case.
- 2 The application for permission to appeal must arrive at the Regional Office within 28-days after the Tribunal sends written reasons for the Decision to the person making the application.
- 3 If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
- 4 The application for permission to appeal must identify the decision of the Tribunal to which it relates (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.

A P P E N D I X A

Scott schedule

Disputed service charges for service charge years 2021-2023

Case ref: LON/00BJ/LSC/2024/0182

Premises: 40 Oakhill Road, Putney, London SW15 2QR

Year 2021

Item & invoice No	Cost £	Tenants' comments	Landlord's comments	Tribunal decision & comments	Payable sum £
Electricity consumption (BL-219-1)	390	<ul style="list-style-type: none"> • Lights are on a sensor so are not on for longer than 1 minute at a time. • How have you reached 200W usage and what are the calculations in support of this. • In regards to the DVR and cameras how has he calculated the wattage consumption. • What type of cameras and DVR system is being used and are they on 24/7. • The applicants have never agreed to the cameras in the common areas. • In terms of the alarm a breakdown of the calculations is required. • The applicants have evidence to show that the alarms are ineffective in their current state. • It is noted that an Aico alarm utilises 0.25 watts per day so 0.006 kWh if left on all day. Based on current rate of 24.50 per kWh, as per Ofgem's website, this usage would equate to £0.54 per year. • How has the pence per day been calculated 	The installed alarms contain a rechargeable lithium battery and consume 1.9W. They operate 24/7 1.9W is equal to 0.0456 kW per day x 28.22 pence per kW =1.29 pence per day.	<p>For the invoice BL219 11 for 2021 only the electricity charges for the communal lights and alarm are allowed.</p> <p>All other electricity charges are disallowed</p>	44.35
Cleaning, front yard and maintenance (BL-219-2)	1,400.00	<ul style="list-style-type: none"> • No evidence to suggest this is taking place on a regular basis. • What is the cleaning schedule. • Applicants have evidence of dust and current state of the floors (see attached images) 	This invoice has now been split in 2. As it contains 2 separate invoices for two separate tasks. It should have been £700 for cleaning the communal areas and a separate invoice for £700 for the front yard.	The tribunal acknowledge some cleaning and tidying of the front yard is necessary. The determine 1 hour per week of time at an hourly charge of £12.00. The annual charge allowed is £624.	624.00

Item & invoice No	Cost £	Tenants' comments	Landlord's comments	Tribunal decision & comments	Payable sum £
		<ul style="list-style-type: none"> • How have the charges been calculated. A breakdown of the hourly rate, evidence of who was employed, the cleaning schedule and invoices/evidence of payment to the cleaning company. • No evidence to support these charges has been provided. • How have the charges been calculated. A breakdown of the hourly rate, evidence of who was employed and invoices/evidence of payment of these services. • How long was spent on these services. • Who was employed to carry out these tasks. 	<p>Cleaning is done on a weekly basis. My Invoice My work. No payment to 3rd parties. This works out at £13.46 per week. For each task.</p>		
Gutter Cleaning (BL-219-3)	160.00	<ul style="list-style-type: none"> • No evidence that these services have taken place. • How have the charges been calculated. A breakdown of the hourly rate, evidence of who was employed and invoices/evidence of payment of these services. • How long was spent on these services. • Who was employed to carry out these tasks. • Is the manhole the responsibility of the Respondent. 	<p>My invoice for my work. No payment to 3rd parties. The main body of the invoice describes what work has taken place. The manhole is used as a junction box for a number of outlets which are then directed to the front of the house to a deeper manhole which then joins the street sewer. Manholes are needed to unblock the various waste water outlets.</p>	<p>The Tribunal is not persuaded that the gutter cleaning with manhole chamber inspection is required twice per year. This charge is disallowed.</p>	Nil
General Expense (BL-219-4)	150.00	<ul style="list-style-type: none"> • No evidence that these services have taken place. 	<p>My invoice for my work. No payment to 3rd parties. The invoice describes what</p>	<p>These charges were inadequately justified by the Respondent. The hourly</p>	Nil

Item & invoice No	Cost £	Tenants' comments	Landlord's comments	Tribunal decision & comments	Payable sum £
		<ul style="list-style-type: none"> How have the charges been calculated. A breakdown of the hourly rate, evidence of who was employed and invoices/evidence of payment of these services. 	<p>work was carried out in detail. The light switches were not renewed if this is what you are saying. They were only cleaned and inspected to make sure the terminals were not loose.</p>	<p>rate proposed at £98 for undertaking the work was deemed excessive.</p> <p>The Tribunal disallow this charge.</p>	
		<ul style="list-style-type: none"> What have you charged per service. Why is it necessary to change the light switch every year. Is it faulty? Where is the evidence of the yearly fire extinguisher being serviced by an expert. 	<p>Regarding the fire extinguishers, I regard myself as the responsible person to carry out the servicing which only consists of cleaning the dust off, of them, making sure the pressure dial is in the green sector then take and record the weight of the extinguisher.</p>		
Management fee (BL-219-5)	1,700.00	<ul style="list-style-type: none"> No evidence that these services have taken place. How have the charges been calculated. A breakdown of the hourly rate, evidence of who was employed and invoices/evidence of payment of these services. What have you charged per service. No evidence of the estimates obtained and repairs being carried out. No evidence of the insurance quotes being obtained and repairs carried out. Where is the evidence of the rebuild valuations. Lack of evidence of the insurance policies obtained each year. What is the additional work described as 'and so on' 	<p>The invoice shows that it is worked out on a time basis. And again, it is my time and my work.</p> <p>The main body of the invoice shows what is covered. The property insurance has been covered by the same provider for many years No need to change this. If they wanted me to obtain other quotes then this can be done but it is time consuming would they be prepared to pay for the time spend to obtain other quotes? Why didn't they ask me to do so? The rebuild value calculations were done when the original application went in. After that it is increased annually by inflation by the insurance company directly.</p>	<p>The Tribunal recognise the Respondent provides a basic property management facility. It does comply with the RICS guidance for management of residential property. The Tribunal has determined a fee of £400 per unit per annum is reasonable and payable for the service provided.</p>	800.00

Item & invoice No	Cost £	Tenants' comments	Landlord's comments	Tribunal decision & comments	Payable sum £
Smoke detectors maintenance (BL-219-6)	730.00	<ul style="list-style-type: none"> • Requests for accounts and a breakdown of costs have been repeatedly ignored. • Smoke detectors are covered. • There is no evidence that the fire alarms were installed by a competent person or tested on an annual person by a competent person. 	<p>Smoke detectors are only covered to avoid dust accumulation inside the mirrors of the alarm unit. The covers are later removed when the dust has settled.</p> <p>The detector at the top landing has never been covered and practically is the only one needed. I am the competent person and a have installed far more complex alarm systems over the past 40 years. The alarms fitted; only require a single connection to the power source. This invoice contains charges for new water and CO2 extinguishers supplied and fitted by myself.</p>	<p>The Tribunal does not accept that it is appropriate for these works to be carried out by a non-qualified technician. The proposed charges are disallowed.</p> <p>A fire risk assessment must be undertaken and, following reporting, any necessary recommended safety works should be implemented in full.</p>	Nil
Insurance premium (BL-219-7)	611.70	<ul style="list-style-type: none"> • Why does the schedule have 2 other properties. • If they are all on one policy, how have they been apportioned and what weight has been given to the insurance risk of each property. • How has this charge been calculated. • Why does the date on the invoice postdate the invoice year by 2 years. 	<p>Having more than one property in the schedule reduces the overall price. The charge applied is 26% of the overall amount which was agreed by the previous leaseholders.</p> <p>The date on the invoice should be 29/9/21 Typing error.</p>	<p>The insurance premium on invoice BL219-7 at £611.70 is allowed.</p> <p>The Tribunal is satisfied by the Respondent's answers to queries over the calculation of the insurance charges.</p>	611.70

Year 2022

Item & invoice No	Cost £	Tenants' comments	Landlord's comments	Tribunal decision & comments	Payable sum £
Electricity consumption (BL-229-1)	247.11	<ul style="list-style-type: none"> Lights are on a sensor so are not on for longer than 1 minute at a time. How have you reached 200W usage and what are the calculations in support of this. In regards to the DVR and cameras how has he calculated the wattage consumption. What type of cameras and DVR system is being used and are they on 24/7. The Applicants have never agreed to the cameras in the common areas. In terms of the alarm a breakdown of the calculations is required. The applicants have evidence to show that the alarms are ineffective in their current state. It is noted that an Aico alarm utilises 0.25 watts per day so 0.006 kWh if left on all day. Based on current rate of 24.50 per kWh, as per Ofgem's website, this usage would equate to £0.54 per year. How has the pence per day been calculated. 	<p>There is 1 sensor and 2 push switches which often get stuck. The 200W is the combined rating of the bulbs. The invoice shows 10.6 pence per day. The bulbs consume 0.4kw per day X 28.22 pence =11.29 pence. Which is more than the amount charged.</p> <p>The installed alarms contain a rechargeable lithium battery and consume 1.9W. They operate 24/7 1.9W is equal to 0.0456 Kw per day therefore 0.0456 X 28.22 = 1.29 pence per day.</p>	From the invoice BL229 1 the electricity charges for lights and alarm are allowed.	35.41
Cleaning and maintenance (BL-229-2)	910.00	<ul style="list-style-type: none"> No evidence to suggest this taking place on a regular basis. What is the cleaning schedule. 	Cleaning is done on a weekly basis. My Invoice My work. No payment to 3 rd parties. This works out at £17.5 per week	The tribunal acknowledge some cleaning and tidying of the front yard is necessary. They determine 1 hour per week of time at an hourly charge of £12.00. The annual charge allowed is £624.	624.00

Item & invoice No	Cost £	Tenants' comments	Landlord's comments	Tribunal decision & comments	Payable sum £
		<ul style="list-style-type: none"> Applicants have evidence of dust and current state of the floors (see attached images) How have the charges been calculated. A breakdown of the hourly rate, evidence of who was employed, the cleaning schedule and invoices/evidence of payment to the cleaning company. 			
Front yard maintenance (BL-229-2a)	910.00	<ul style="list-style-type: none"> No evidence to support these charges has been provided. How have the charges been calculated. A breakdown of the hourly rate, evidence of who was employed and invoices/evidence of payment of these services. How long was spent on these services. Who was employed to carry out these tasks. Please see attached google images and images taken by the Applicants of the state of the front yard. How much was charged for removing the food cartons from the wall and when was this done. 	Cleaning is done on a weekly basis. My Invoice My work. No payment to 3 rd parties. It takes a long while to clean the mess around the waste bin areas This works out at £17.5 per week.	This charge is included within the sum allowed above.	Nil
Gutter Cleaning (BL-229-3)	160.00	<ul style="list-style-type: none"> No evidence that these services have taken place. How have the charges been calculated. A breakdown of the hourly rate, evidence of who was employed and invoices/evidence of payment of these services. How long was spent on these services. 	<p>My invoice for my work. No payment to 3rd parties. The main body of the invoice describes what work has taken place. The manhole is used as a junction box for a number of outlets which are then directed to the front of the house to a deeper manhole which then joins the street sewer.</p> <p>Manholes are needed to unblock the various wastewater outlets.</p>	The Tribunal is not persuaded that the gutter cleaning with manhole chamber inspection is required twice per year. They determine this should be done on an ad -hoc basis. This charge is disallowed.	Nil

Item & invoice No	Cost £	Tenants' comments	Landlord's comments	Tribunal decision & comments	Payable sum £
		<ul style="list-style-type: none"> • Who was employed to carry out these tasks. • Is the manhole the reasonability of the Respondent. • Where is the evidence that a turbo jet was hired. 	<p>I have not claimed that a turbojet was hired or used. It remains an option if needed.</p>		
General expense (BL-229-4)	180.00	<ul style="list-style-type: none"> • No evidence that these services have taken place. • How have the charges been calculated. A breakdown of the hourly rate, evidence of who was employed and invoices/evidence of payment of these services. • What have you charged per service. • Why is it necessary to change the light switch every year. Is it faulty? • Where is the evidence of the yearly fire extinguisher being serviced by an expert. • Why has the charge increased for the same services to the year prior. • What method of testing has taken place to test the fire alarms given that they have been covered and as a result are ineffective (See attached image). 	<p>My invoice for my work. No payment to 3rd parties. The invoice describes what work was carried out in detail.</p> <p>The light switches were not renewed if this is what you are saying. They were only cleaned and inspected to make sure the terminals were not loose.</p> <p>Regarding the fire extinguishers, I regard myself as the responsible person to carry out the servicing which only consists of cleaning the dust off, of them, making sure the pressure dial is in the green sector then take and record the weight of the extinguisher.</p>	<p>These charges were inadequately justified by the Respondent. The hourly rate proposed at £98 for undertaking the work was deemed excessive.</p> <p>The Tribunal disallow this charge.</p>	Nil

Item & invoice No	Cost £	Tenants' comments	Landlord's comments	Tribunal decision & comments	Payable sum £
Management fee (BL-229-5)	1,900.00	<ul style="list-style-type: none"> • No evidence that these services have taken place. • How have the charges been calculated. A breakdown of the hourly rate, evidence of who was employed and invoices/evidence of payment of these services. • What have you charged per service. • No evidence of the estimates obtained and repairs being carried out. • No evidence of the insurance quotes being obtained and repairs carried out. • Where is the evidence of the rebuild valuations. • Lack of evidence of the insurance policies obtained each year. • Why has the rate increased. • What is the additional work described as 'and so on'. • Requests for accounts and a breakdown of costs have been repeatedly ignored. 	<p>The invoice shows that it is worked out on a time basis. And again, it is my time and my work.</p> <p>The main body of the invoice shows what is covered. The property insurance has been covered by the same provider for many years. No need to change this. If they wanted me to obtain other quotes then this can be done but it is time consuming, would they be prepared to pay for the time spent to obtain other quotes. Why didn't they ask me to do so?</p> <p>The rebuild calculations were done when the original application went in. After that it is increased annually by inflation by the insurance company directly. Main body of the invoice.</p>	The Tribunal recognise the Respondent provides a basic property management facility. It does comply with the RICS guidance for management of residential property. The Tribunal has determined a fee of £400 per unit per annum is reasonable payable for the service provided	800
Front wall cleaning (BL-229-6)	150.00	<ul style="list-style-type: none"> • No evidence that these services have taken place. • The invoice number correlates with the other invoices in this year so it is unclear when this service took place 	Evidence has been provided in the form of a long letter and photos sent to them in January 2024. This letter contained a number of photos and the fact that Mr R Slater's tenant spoke to me while the work was taking place, as well as a next-door neighbour who also had a chat with me while the work was taking place, I ask them to knock on her door and ask her to confirm. I will enclose that letter.	The Tribunal accept that the manual cleaning of say 20LM of 1.25m wall could take up to 12.5 hours. At £12 per hour the charge of £150 is accepted.	150.00

Item & invoice No	Cost £	Tenants' comments	Landlord's comments	Tribunal decision & comments	Payable sum £
Insurance Premium (BL-229-7)	574.78	<ul style="list-style-type: none"> • Why does the schedule have 2 other properties. • If they are all on one policy, how have they been apportioned and what weight has been given to the insurance risk of each property. • How was this charge been calculated. • Why does the date on the invoice postdate the invoice year by 1 years. 	Having more than one property in the same schedule reduces the overall price. The charge applied is 26% of the overall amount which was agreed by the previous leaseholders.	<p>The insurance premium on invoice BL229 at £574.78 is allowed.</p> <p>The Tribunal were satisfied by the Respondent's answers to queries over the calculation of the insurance charges.</p>	574.78

Year 2023

Item & invoice No	Cost £	Tenants' comments	Landlord's comments	Tribunal decision & comments	Payable sum £
Electricity consumption (BL-239-1)	239.46	<ul style="list-style-type: none"> • Lights are on a sensor so are not on for longer than 1 minute at a time. • How have you reached 200W usage and what are the calculations in support of this. • In regards to the DVR and cameras how has he calculated the wattage consumption. • What type of cameras and DVR system is being used and are they on 24/7. • The applicants have never agreed to the cameras in the common areas. • When asked for a copy of the footage, following the disappearance of the Applicant's property, this was never provided (see attached evidence of the request). • In terms of the alarm a breakdown of the calculations is required. • The applicants have evidence to show that the alarms are ineffective in their current state. • It is noted that an Aico alarm utilises 0.25 watts per day so 0.006 kWh if left on all day. Based on current rate of 24.50 per kWh, as per Ofgem's website, this usage would equate to £0.54 per year. • How has the pence per day been calculated. 	<p>There is 1 sensor and 2 push switches which often get stuck.</p> <p>The 200W is the combined rating of the bulbs. The invoice shows 10.6 pence per day. The bulbs consume 0.4kw per day x 34.35 pence per kW =13.74 pence, which is more than the amount charged.</p> <p>The installed Alarms Contain a rechargeable lithium battery and consume 1.9W. They operate 24/7 1.9W is equal to 0.0456 kW per day x 34.35 pence equals to £1.57 per day which is more than I charged.</p>	From the invoice BL239 1 the electricity charges for lights and smoke alarm are allowed. Any other charges are disallowed.	33.23

Item & invoice No	Cost £	Tenants' comments	Landlord's comments	Tribunal decision & comments	Payable sum £
Cleaning and maintenance (BL-239-2)	875.00	<ul style="list-style-type: none"> No evidence to suggest this taking place on a regular basis. What is the cleaning schedule. Applicants have evidence of dust and current state of the floors (see attached images). How have the charges been calculated. A breakdown of the hourly rate, evidence of who was employed, the cleaning schedule and invoices/evidence of payment to the cleaning company. 	Cleaning is done on a weekly basis. My Invoice My work. No payment to 3 rd parties.	The tribunal acknowledge some cleaning and tidying of the front yard is necessary. The determine 1 hour per week of time at an hourly charge of £12.00. The annual charge allowed is £624.	624.00
Front yard maintenance (BL-239-2a)	875.00	<ul style="list-style-type: none"> No evidence to support these charges has been provided. How have the charges been calculated. A breakdown of the hourly rate, evidence of who was employed and invoices/evidence of payment of these services. How long was spent on these services. Who was employed to carry out these tasks. Please see attached google images and images taken by the Applicants of the state of the front yard. How much was charged for removing the food cartons from the wall and when was this done. This simply seems to be repeated within the invoice for the year prior. 	<p>Cleaning is done on a weekly basis. My Invoice My work. No payment to 3rd parties.</p> <p>It takes a long while to clean the mess around the waste bin areas. The mess is made by the people who empty the bins.</p>	Included in charges allowed above.	Nil
General Expense (BL-239-3)	180.00	<ul style="list-style-type: none"> No evidence that these services have taken place. 	My invoice for my work. No payment to 3 rd parties.	These charges were inadequately justified by the Respondent. The hourly rate proposed at £98 for undertaking the work was deemed excessive.	

Item & invoice No	Cost £	Tenants' comments	Landlord's comments	Tribunal decision & comments	Payable sum £
		<ul style="list-style-type: none"> • How have the charges been calculated. A breakdown of the hourly rate, evidence of who was employed and invoices/evidence of payment of these services. • How long was spent on these services. • Who was employed to carry out these tasks. • Is the manhole the reasonability of the Respondent. • The fire extinguishers are not in a good state, please see attached images taken by the Applicants. It is therefore questionable as to whether they have been serviced as reported by the respondent. • Why is it necessary to change the light switch every year. Is it faulty? • Where is the evidence of the yearly fire extinguisher being serviced by an expert. 	<p>The invoice describes what work was carried out in detail. The light switches were not renewed if this is what you are saying. They were only cleaned and inspected to make sure the terminals were not loose.</p> <p>Regarding the fire extinguishers, I regard myself as the responsible person to carry out the servicing which only consists of cleaning the dust off, of them, making sure the pressure dial is in the green sector then take and record the weight of the extinguisher. The extinguishers were new when fitted.</p>	The Tribunal disallow this charge.	Nil
Gutter Cleaning (BL-239-4)	180.00	<ul style="list-style-type: none"> • No evidence that these services have taken place. • How have the charges been calculated. A breakdown of the hourly rate, evidence of who was employed and invoices/evidence of payment of these services. • What have you charged per service. • The Applicants have images of the gutters which do not appear to reflect the services they are being charged for. 	<p>My invoice for my work. No payment to 3rd parties.</p> <p>The main body of the invoice describes what work has taken place. The manhole is used as a junction box for a number of outlets which are then directed to the front of the house to a deeper manhole which then joins the street sewer. Manholes are needed to unblock the various wastewater outlets.</p> <p>Only accessible gutters were cleaned without having to hire scaffolding.</p>	The Tribunal is not persuaded the gutter cleaning with manhole chamber inspection is required twice per year. This charge is disallowed.	Nil

Item & invoice No	Cost £	Tenants' comments	Landlord's comments	Tribunal decision & comments	Payable sum £
Management Fee (BL-239-5)	1,900.00	<ul style="list-style-type: none"> • No evidence that these services have taken place. • How have the charges been calculated. A breakdown of the hourly rate, evidence of who was employed and invoices/evidence of payment of these services. • What have you charged per service. • No evidence of the estimates obtained and repairs being carried out. • No evidence of the insurance quotes being obtained and repairs carried out. • Where is the evidence of the rebuild valuations. • Lack of evidence of the insurance policies obtained each year. • What is the additional work described as 'and so on'. • Requests for accounts and a breakdown of costs have been repeatedly ignored. 	<p>The invoice shows that it is worked out on a time basis and again, it is my time and my work.</p> <p>The main body of the invoice shows what is covered. This service includes time taken to answer the phone every time they ring me, reply to the text messages they send me Reply to their emails.</p> <p>The property insurance has been covered by the same provider for many years. No need to change this. If they wanted me to obtain other quotes then this can be done but it is time consuming would they be prepared to pay for the time spent to obtain other quotes. Why didn't they ask me to do so?</p> <p>The rebuild calculations were done when the original application went in. After that it is increased annually by inflation by the insurance company directly. Main body of the invoice.</p>	The Tribunal recognise the Respondent provides a basic property management facility. It does comply with the RICS guidance for management of residential property. The Tribunal has determined a fee of £400 per unit per annum is reasonably payable for the service provided	800
Roofleak repair (BL-239-6)	750.00	<ul style="list-style-type: none"> • The Respondent is asked to provide evidence of the repair works carried out and provide evidence of payment of these services. 	This work was carried out as an emergency. They know it was carried out by myself and very successfully. If an independent roofer had carried it out it would have cost several thousand pounds. Mr Slater was urging me to do it as quickly as possible. Had I taken time to obtain independent quotes the ceiling in Mr Slater's front room would have collapsed. Again, my invoice, my work.	There was no compliant statutory consultation prior to undertaking the works. The Applicants accepted some remedial work carried out and it was effective. The Tribunal allow the statutory maximum sum of £250 per leaseholder as payable for these works.	500

Item & invoice No	Cost £	Tenants' comments	Landlord's comments	Tribunal decision & comments	Payable sum £
Insurance premium (BL-239-7)	651.01	<ul style="list-style-type: none"> • Why does the schedule have 2 other properties. • If they are all on one policy how have they been apportioned and what weight has been given to the insurance risk of each property. • How has this charge been calculated. • Why does the date on the invoice postdate the invoice by 2 years. 	<p>Having more than one property in the same policy reduces the overall price. The charge applied is 26% of the overall amount, which was agreed by the previous leaseholders.</p> <p>The date of this invoice is 29/09/23.</p>	<p>The insurance premium on invoice BL239 7 at £651.01 is allowed.</p> <p>The Tribunal were satisfied by the Respondent's answers to queries over the calculation of the insurance charges.</p>	651.01
Front door latch lock repair (BL-239-8)	150.00	<ul style="list-style-type: none"> • No evidence that these services have taken place. • How have the charges been calculated. A breakdown of the hourly rate, evidence of who was employed and invoices/evidence of payment of these services. 	<p>The body of the invoice clearly states that the latch was too stiff to operate and the door would not close. The lock was dismantled cleaned lightly lubricated and then reassembled.</p>	<p>The Tribunal accept works to remedy the defects with the lock were carried out. Based upon their experience and knowledge the Tribunal allow £60 for these works; this is a one hour charge for skilled work.</p>	60.00

A P P E N D I X B

The law

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 tenant's 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 21B

- (1) A demand for the payment of a service charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to service charges.
- (2) The Secretary of State may make regulations prescribing requirements as to the form and content of such summaries of rights and obligations.
- (3) A tenant may withhold payment of a service charge which has been demanded from him if subsection (1) is not complied with in relation to the demand.
- (4) Where a tenant withholds a service charge under this section, any provisions of the lease relating to non-payment or late payment of service charges do not have effect in relation to the period for which he so withholds it.
- (5) Regulations under subsection (2) may make different provision for different purposes.
- (6) Regulations under subsection (2) shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament.