FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AU/LVL/2024/0006**
Properties	**:**	**Flat 5, 99 Parkhurst Road, London, N7 0LP**
Applicant	**:**	**Sonia Emanuel Leite Araujo**
Representative	**:**	**In person**
Respondent	**:**	**Parkway Global Limited**
Representative	**:**	**No appearance**
Type of application	**:**	**Variation of a lease by a party to the lease pursuant to section 35 of the Landlord and Tenant Act 1987**
Tribunal members	**:**	**Judge Robert Latham** **Marina Krisko MRICS**
Date and Venue of Hearing	**:**	**13 January 2025 at** **10 Alfred Place, London WC1E 7LR**
Date of Directions	**:**	**13 February 2025**

DECISION

Decision of the Tribunal

1. The Tribunal dismisses this application on the grounds that it has no jurisdiction to vary the Applicant's lease pursuant to section 35 of the Landlord and Tenant Act 1987.

2. The Tribunal makes 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 Applicant through any service charge.

Introduction

1. On 16 May 2024, Ms Sonia Araujo, the Applicant, issued this application to vary the terms of her lease pursuant to 35 of the Landlord and Tenant Act 1987 ("the 1987 Act"). The Applicant is the lessee of Flat 5, 99 Parkhurst Road, London, N7 0LP ("the Flat") pursuant to a lease dated 29 November 2017. She does not occupy her flat which is an investment.

2. The Applicant has provided a Bundle of 250 pages to which reference will be made in this decision.

3. The Applicant's Flat is in a substantial building on the corner of Parkhurst Road and Holloway Road. It has three storeys; the ground floor (and basement) being occupied by commercial tenants. There were originally seven flats on the first and second floors, five on the first floor and two on the second floor. However, after her lease was granted, the landlord added three additional flats on the second floor.

4. Under her lease, the Applicant is required to contribute a service charge. Two percentages are specified: (i) 4.49% in respect of the "Landlord's Building Expenses" and (ii) 9.79% in respect of the "Landlord's Upper Parts Expenses". The terms "Landlord's Building Expenses" and "Landlord's Upper Parts Expenses" are both defined.

5. The Applicant's case is that the service charges have always been based on the square footage of the flats. When the additional flats were added, the square footage of all the flats should have been computed and her percentages should have been reduced. The contributions of only some of the flats have been varied.

6. The Applicant faces a fundamental obstacle to her application. At all times the service charge percentages have added up to 100%. Section 35 of the 1987 Act is not concerned with fairness, but rather addresses the problem where the service charge contributions either add to more or less than 100% (see *Morgan v Fletcher* [2009] UKUT 186 (LC); [2020] 1 P&CR 17).

7. It seems that the landlord is no longer apportioning the service charge expenditure between the "Landlord's Building Expenses" and the "Landlord's Upper Parts Expenses". Only the higher percentage is being charged. We were told that this was because the landlord is no longer responsible for the commercial premises. The situation is more complicated than this. The "Landlord's Building Expenses" extends to insuring the building. The change may merely reflect the fact that the commercial tenant is separately contributing their share to the "Landlord's Building Expenses" and that a smaller proportion is being charged to the residential tenants. However, it is not for this Tribunal on the current application to consider whether the landlord is operating the service charge account in accordance with the Applicant's lease.

8. In her application form, the Applicant seeks the following variations:

(i) A reduction in her contribution to percentage the "Landlord's Upper Parts Expenses" from 9.79% to 6.55%; and

(ii) the deletion of any reference to the "Landlord's Building Expenses" as this no longer being charged.

Directions

9. The Tribunal gives Directions to ensure that any application can be determined fairly and in a proportionate manner. They are also intended to identify the issues that the Tribunal will be required to determine.

10. On 17 July 2024 (at p.66), the Tribunal wrote to the Applicant alerting her to the fact that the Tribunal might not have jurisdiction to determine this application in the light of the decision in *Morgan v Fletcher*. The Tribunal also raised the issue of the impact on the other lessees and whether an application might be more appropriate under section 37 (variation of all the leases, by majority consent).

11. On 1 August 2024, the Tribunal held a Case Management Hearing. Ms Araujo attended. There was no attendance by the Respondent. Judge Tagliavini again referred the Applicant to *Morgan v Fletcher*. She then proceeded to give Directions.

12. On 15 October 2024 (at p.110), the Applicant informed the Tribunal that she had sent copies of her application form and the Directions to the other lessees. The lessees of Flats 1, 3 and 10 (p.112-115) returned a Reply Form indicating that they supported the application. However, it seems that they did not recognise that they would be required to pay more, if the Applicant's percentage was reduced.

13. The Applicant has filed her Statement of Case (at p.119). She recognised that the floor areas upon which her application had been based did not reflect those in the EPCs for each flat. She therefore suggested that a surveyor should be instructed to carry out measurements.

14. On 3 October 2024 (p.120), The Respondent filed their response. CHL Property Management ("CHL") now manage the building on behalf of the Respondent. Dr Sanawar Choudhury states that the Respondent applies the service charge apportionments which are specified in the leases. He notes that if the Applicant's lease is varied, it would have an impact on the other lessees who would need to be parties to the application.

The Hearing

15. Ms Araujo, the Applicant, appeared in person. She had not considered the decision of the Upper Tribunal in *Morgan v Fletcher*. The Tribunal provided her with a copy.

16. There was no appearance from the Respondent. The Case Officer sent Dr Choudhury an email to ascertain why the Respondent was not present. The Respondent replied in these terms:

> "We are happy with the application and don't have any objection if the judge decides to equitably reapportion the percentage service charge, other than that written in Flat 5 lease.

17. Mr Anwar Zaidi was also present. He is the father of Umair and Natalia Zaidi who are the lessees of Flat 1. Their lease is dated 6 September 2019. The flat is one of the original flats on the first floor. When the Tribunal inquired why the Respondent was not collecting a separate service charge in respect of the Landlord's Building Expenses, Mr Zaidi suggested that his son's lease made no provision for such a charge.

18. Had the later leases only made provision for a single service charge, it was strongly arguable that the leases failed to make satisfactory provision for the computation of the service charge. The Tribunal asked Mr Zaidi to provide a copy of the lease and indicated that it might be minded to issue further directions if his understanding was correct.

19. On 14 January 2025, Ms Araujo provided a copy of the lease for Flat 1. It was apparent that Mr Zaidi was mistaken. The lease makes provision for (i) 5.38% in respect of the "Landlord's Building Expenses" and (ii) 9.04% in respect of the "Landlord's Upper Parts Expenses".

20. The lease raises an interesting issue as to why Flat 1 should a higher percentage towards the "Landlord's Building Expenses" (5.38% as opposed to 4.49%), but a lower contribution towards the "Landlord's Upper Parts Expenses" (9.04% as opposed to 9.79%). The Tribunal has received no explanation as to why the landlord is only collecting a single service charge.

21. The Tribunal rather focuses on the substance of Ms Araujo's argument, namely that her contribution to the "Landlord's Upper Parts Expenses" should be 6.55%, rather than 9.79%. On her analysis (at p.192), Flat 1 should be paying 11.99% rather than 9.04%.

22. The Tribunal noted that both Umair and Natalia Zaidi had returned Reply Forms supporting Ms Araujo's application (at p.112-113). The Tribunal asked Mr Zaidi whether his son and daughter-in-law were thereby agreeing to pay a higher service charge. He denied that they were.

23. This highlights a further procedural problem to this application. If Ms Araujo's service charge contribution is to be reduced, the service charges payable by other flats must be increased. This can only be done if all the lessees are made parties to this application. At present, they are not.

The Law

24. Ms Araujo applies for her lease to be varied pursuant to section 35 of the e 1987. This section makes provision for a party to apply to vary their lease. The relevant parts provide (with emphasis added):

"(1) Any party to a long lease of a flat may make an application to the appropriate tribunal for an order varying the lease in such manner as is specified in the application.

(2) The grounds on which any such application may be made are that the lease fails to make satisfactory provision with respect to one or more of the following matters, namely—

(a) the repair or maintenance of—

(i) the flat in question, or

(ii) the building containing the flat, or

(iii) any land or building which is let to the tenant under the lease or in respect of which rights are conferred on him under it;

(b) the insurance of the building containing the flat or of any such land or building as is mentioned in paragraph (a)(iii);

(c) the repair or maintenance of any installations (whether they are in the same building as the flat or not) which are reasonably necessary to ensure that occupiers of the flat enjoy a reasonable standard of accommodation;

(d) the provision or maintenance of any services which are reasonably necessary to ensure that occupiers of the flat enjoy a reasonable standard of accommodation (whether they are services connected with any such installations or not, and whether they are services provided for the benefit of those occupiers or services provided for the benefit of the occupiers of a number of flats including that flat);

(e) the recovery by one party to the lease from another party to it of expenditure incurred or to be incurred by him, or on his behalf, for the benefit of that other party or of a number of persons who include that other party;

(f) the computation of a service charge payable under the lease;

(g) such other matters as may be prescribed by regulations made by the Secretary of State.

.....

(3A) For the purposes of subsection (2)(e) the factors for determining, in relation to a service charge payable under a lease, whether the lease makes satisfactory provision include whether it makes provision for an amount to be payable (by way of interest or otherwise) in respect of a failure to pay the service charge by the due date.

(4) For the purposes of subsection (2)(f) a lease fails to make satisfactory provision with respect to the computation of a service charge payable under it if—

(a) it provides for any such charge to be a proportion of expenditure incurred, or to be incurred, by or on behalf of the landlord or a superior landlord; and

(b) other tenants of the landlord are also liable under their leases to pay by way of service charges proportions of any such expenditure; and

(c) the aggregate of the amounts that would, in any particular case, be payable by reference to the proportions referred to in paragraphs (a) and (b) would either exceed or be less than the whole of any such expenditure.

25. The facts in *Morgan v Fletcher* were that the landlord owned a building which had been converted into eight leasehold flats. Each of the lessees was required to pay a service charge. The landlord was also lessee of one of the flats and a second flat was leased by N. The lessees of the other six flats applied to the Tribunal at a time when the proportion of the service charges payable under the leases added up to 116% of the landlords' expenditure. The landlord then varied the proportion of the service charge under their own lease to 1/96th and that of N to 3/96th, the result of which was to reduce the total payable to 100%. The Tribunal rejected the landlord's argument that such a reduction meant that the service charge provision was satisfactory and pointed to the fact that the charge due under some of the leases was 16 times more than that due in respect of the largest flat, of which the landlord was the lessee. Applying section 35(4) of the 1987 Act, the Tribunal adjusted the charges payable under the leases which were the subject of the application to 1/12th or 1/10th, the effect being to reduce the aggregate of the service charge payable from 100% to 79.166% of expenditure. The Tribunal noted that the landlord and N could themselves make an application to the Tribunal or agree to split the remainder between them so as to achieve 100%.

26. The Upper Tribunal, HHJ Jarman KC, allowed the landlord's appeal. He held that section 35(4) of the 1987 Act must be construed as if the word "if" read "only if". The legislation sought to address two situations. The first was where the aggregate of service charges payable in respect of a block of flats amounted to more than 100% of expenditure, giving the lessor a surplus over monies expended. The second was where the aggregate was less than 100%, producing a shortfall and so failing to promote the proper maintenance of the block. The avoidance of a situation where contributions were unfairly disproportionate was a mischief of a different nature to that contemplated by the legislation. Whether this was a mischief to be addressed was a "major policy decision" which would require an amendment to the legislation.

27. This decision of HHJ Jarman KC is binding on this Tribunal. In the current case, the service charge contributions add up to 100%.

The Background

28. The background facts upon which Ms Araujo bases her argument are summarised in the Table annexed to this decision.

29. On 14 July 2014, Charlie, Tom and Harry Bellord ("the freeholder") granted 403 Holloway Road Limited ("the intermediate landlord") the head lease in respect of the Upper Parts of the Building.

30. On 22 August 2017 (p.244), the London Borough of Islington granted planning permission for the erection of three additional flats on the second floor and the reconfiguration of Flat 7.

31. On 29 November 2017, the intermediate landlord granted Ms Araujo a lease of Flat 5. This was the second lease to be granted. On 13 October 2017, a lease had been granted for Flat 3. At this time there were only seven residential flats, five on the first floor and two on the second floor.

32. On 22 December 2017 (at p.195), Corinium issued Ms Araujo a demand for a quarterly interim service charge for 2018. In an email (at p.206), Corinium stated that they had been appointed by the freeholder to manage the building. The intermediate landlord was constructing three additional flats on the second floor in accordance with their planning consent which would result in reduced service charge upon completion

33. The Tribunal notes that under Ms Araujo's lease, it is the intermediate landlord who covenant to provide the "Upper Parts Services". It would seem that the distinct legal entities of the freeholder and the intermediate landlord (a company controlled by the freeholder) was being blurred.

34. The service charge budget for the "Landlord's Upper Parts Expenses" in the sum of £4,821.76 is described as "Service Charge A"; whilst that for the "Landlord's Building Expenses" in the sum of £5,745 is described as "Service Charge B". The seven residential flats were contributing 49% of "Service Charge B". Barclays Bank was occupying the ground floor and basement and was contributing 51%. The Applicant was charged 9.77% for the "Service Charge A", namely the percentage specified in her lease. Flat 3 was charged 14.39%, which is the percentage that she is still charged.

35. Service charges were apportioned to the other five other flats on the basis of their size. It is unclear whether these flats were occupied at this time as no leases had been granted. The Tribunal notes that the size of these five flats seems to have changed. Flat 1 is now some 675 sq ft; it had been 571 sq ft. The sizes of three of the other four flats also increased. This suggests that these flats had not yet been converted.

36. On 26 June 2018 (p.196), Corinium issued a demand for an interim service charge. This was apportioned on the same basis between the seven flats. In an email which accompanied the demand (p.209), Corinium explained that

work on the three additional flats was programmed to be completed in September when Ms Araujo's service charge would be rebalanced. The net effect would be a reduction in the average cost to the current tenants as the three additional flats would reduce the overall amount paid by each tenant.

37. On 17 January 2019 (p.197), Corinium issued a demand for an interim service charge for 2019. This was apportioned on the same basis between the seven flats. The Tribunal notes that the lease for Flat 6 is dated 6 June 2018. The service charge attributed to this flat is 12.16%, albeit that the Respondent now states that the service charge specified in the lease is 7.25%. In an email which accompanied the demand (p.211), Corinium noted that it would re-visit the service charge budget on the next quarter as the three new flats would be completed and "the costs will come down on a pro rata basis to reflect the increased number of apartments".

38. On 6 September 2019, the intermediate landlord granted a lease of Flat 1 to Umair and Natalia Zaidi. The lease requires the tenant to contribute (i) 5.38% in respect of the "Landlord's Building Expenses" and (ii) 9.04% in respect of the "Landlord's Upper Parts Expenses". The size of this flat is some 675 sq ft compared with Flat 5 which is 369 sq ft (see p.198). However, Flat 5 is required to pay (i) 4.49% in respect of the "Landlord's Building Expenses" and (ii) 9.79% in respect of the "Landlord's Upper Parts Expenses". In an email, dated 12 October 2020 (at p.230), Corinium explain that the percentage payable by Flat 1 had been reduced from 15.1% to 9.04% because the overall floor area was remeasured to take account of the additional flats.

39. On 21 September 2019 (p.213), Corinium sent an email stating that the three new flats were now completed. It had introduced a revised service charge for the last quarter to reflect these apartments. This had resulted in a reduction of approximately 25% in Ms Araujo's service charge.

40. On 20 January 2020 (p.198), Corinium sent Ms Araujo a service charge budget for 2020. There were now ten flats, albeit that leases had only been granted in respect of nine of these. There was a new apportionment of floor area. The floor area of Flat 1 was now recorded as 675 sq ft. Ms Araujo was charged 6.55% in respect of the Service Charge A and 3.86% in respect of Service Charge B, albeit that her lease specified 9.79% and 4.49%. The ten residential flats now contributed 58.92% of the Service Charge B, whilst Barclays Bank contributed 41.08%. An email (p.215) stated that a service charge demand would be issued after the accounts had been completed for the last two years. These would reflect the completion of the development.

41. On 21 February 2020 (p.570), Mas Habeshis Investments Limited acquired the freehold interest. This should not have affected the manner in which Ms Araujo's Flat was managed under the terms of her lease.

42. On 12 February 2020 (p.216), Corinium informed Ms Araujo that the freehold had been sold, and that the commercial premises would now be removed from the service charge. Corinium stated that that had kept the

service charge unduly low as the Service Charge B account had been shared.

43. On 20 April 2020 (p.199), Corinium issued a revised demand for an interim service charge for 2020. In an email (p.218), Corinium stated that as a result of the sale of the freehold, the new freeholder would now be responsible for the maintenance of the structure and the roof, together with the insurance, "with the latter being recharged to the upper parts on a pro-rata basis (based on demised area"). The budget for the Service Charge A items had now increased from £7,022.28 to £13,163.76. The reason for this was that what had been included in the Service Charge B budget (for which the residential tenants had contributed 58.92%) had now been transferred to the Service Charge A budget (for which they were now charged 100%). Ms Araujo was charged 6.55% of the Charge A budget of £13,163.76.

44. On 21 September 2020 (p.221), Corinium informed Ms Araujo that the earlier service charge had been incorrectly calculated "using overall area and divided accordingly between the apartments based on revised area". It had subsequently been established that the service charge should be dealt with in accordance with the leases.

45. On 5 October 2020 (p.200), Corinium issued a demand for the second interim service charge for 2020. This restated the single budget in the sum of £13,163.67. However, Ms Araujo was now required to pay 9.79% in respect of the entire budget. Under her lease, the budget should be apportioned between the "Landlord's Building Expenses" and the "Landlord's Upper Parts Expenses" in respect of which is obliged to pay 4.49% and 9.79% respectively.

46. On 28 December 2020 (p.201), Corinium issued a demand for the first interim service charge for 2020. This included a single budget for 2021 in the sum of £13,918.76. Ms Araujo was required to pay 9.79%. On 9 January 2021 (p.202), Corinium issued a revised budget for 2021. The expenditure had been reduced to £13,548.76. Ms Araujo was required to pay 9.79%.

47. The current dispute has arisen because Ms Araujo had a reasonable expectation that her service charge contribution would be reduced when the number of flats contributing to the service charge had increased from seven to ten. Corinium led her to believe that this would occur despite the express wording of her lease. She has withheld the payment of her service charges pending the resolution of this dispute.

48. A further problem has arisen because the service charge budgets are no longer being prepared in accordance with the terms of her lease apportioning expenditure between apportioned between the "Landlord's Building Expenses" and the "Landlord's Upper Parts Expenses". A particular concern has been the increased cost of insurance. This seems to be a "Landlord's Building Expense" in respect of which Ms Araujo is only obliged to contribute 4.49%. She has rather been charged 9.79%.

49. There have been two further developments:

(i) The intermediate landlord is now Parkway Global Limited. It is unclear when they acquired their interest.

(ii) Since about December 2021 (see p.205), CHL have managed the building.

50. Neither the intermediate landlord nor CHL has engaged with this application. Their approach seems to be that they are content for the service charge contributions to be varied, provided that this is agreed by all the lessees.

The Tribunal's Determination

51. In her application form, the Applicant seeks the following variations:

(i) A reduction in her contribution to percentage the "Landlord's Upper Parts Expenses" from 9.79% to 6.55%; and

(ii) the deletion of any reference to the "Landlord's Building Expenses" as this no longer being charged.

52. The Tribunal is satisfied that it would not be appropriate to delete the references to the "Landlord's Building Expenses" in her lease. This would be a fundamental change to the whole structure of her lease and the leases of the other flats. The Tribunal notes that the Respondent is not currently collecting a service charge in respect of the "Landlord's Building Expenses". This suggests that the Respondent is not currently managing the Applicant's Flat in accordance with the terms of her lease. This is a matter that we consider hereafter.

53. The Applicant's complaint is that the parties always contemplated that her service charge contribution would be based on the floor area of the residential flats that contributed to the service charge. This was the basis of her 9.79% contribution when her lease was granted and when there were only seven flats. Now that there are ten flats, her contribution should have been reduced to 6.55%.

54. There are now two classes of lessee:

(i) Flats 3 and 5 pay a service charge contribution based on the respective floor spaces when there were seven flats;

(ii) The eight other flats pay a service charge contribution based on the respective floor spaces when there were ten flats. There are effectively being subsidised by the lessees of Flats 3 and 5 whose percentages were not altered.

55. The Applicant contends that this is unfair. The parties always contended that the service charge contributions would be revisited when the development was completed. The Applicant always had a legitimate expectation that this would occur. However, the intermediate landlord reneged on this.

56. The Tribunal is satisfied that we are bound by the decision in *Morgan v Fletcher*. The Respondent is requiring her to pay the service charge contribution that is specified in her lease. The service charge contributions total 100%. This Tribunal can only exercise the jurisdiction to vary the lease in accordance with section 35 0f the 1987 Act. Section 35(4) specifies the circumstances in which a tribunal has jurisdiction to vary a lease where the lease fails to make satisfactory provision with respect to the computation of a service charge payable under it. The legislation seeks to address two situations, namely where the service charge contributions either exceed or are less than 100%. The avoidance of the current situation where the contributions are unfairly disproportionate is a mischief of a different nature to that contemplated by the legislation. Parliament has not decided to address this situation.

57. The Tribunal has considered the background to this dispute in some detail as it seems that the Respondent may not be managing Ms Araujo's Flat in accordance with the terms of her lease:

    (i) The Respondent is no longer being charged a service charge in respect of the "Landlord's Building Expenses", the Applicant's contribution being 4.49%. This covers the insurance of the "Upper Parts". She is rather been charged 9.79% in respect of all the service charges.

    (ii) The "Building" is defined as "all that property known as 403 Holloway Road, London N7 6HL which the Upper Parts form part as are shown edged in red in Plan 2". The "Upper Parts" are defined as "those parts of the ground, first, second and third floors of the Building as are now known as 99 Parkhurst Road London 6HL and which are demised by the Head Lease". It is arguable that the landlord's "Upper Parts Expenses" only relate to the seven flats which existed at the time that the lease were granted and do not extend to the three flats which were added subsequently.

58. It has not been necessary for this Tribunal to address these issues on this application to vary the lease. It would be inappropriate for this Tribunal to do so without hearing argument from the landlord. However, these issues would arise were Ms Araujo to challenge the payability of her service charges on an application under section 27A of the Landlord and Tenant Act 1985.

59. The Tribunal would urge the Respondent to urgently review the situation, if further litigation is to be avoided. The Applicant should pay the service charge contribution specified in her lease until there has been any finding to the contrary. It may be that given the change in the ownership of the commercial premises, it is no longer possible for the Respondent to manage the flats in accordance with the contractual mechanism that is specified in the leases. There was some suggestion that not all the leases have been drafted in the same terms. This Tribunal has only been provided with the leases for Flats 1 and 5.

60. The Respondent has played a passive role in these proceedings. It as not provided the assistance that the Tribunal would have expected. It is not acceptable for the landlord to sit back and leave it to the lessees to determine how the service charge should be apportioned. It is the intermediate landlord who has added the three additional flats and should have addressed the consequences of having done so. The Respondent is obliged to manage the building strictly in accordance with the terms specified in Ms Araujo's lease. There are some expenses for which she should only be contributing 4.49%.

Consequential orders

61. The Applicant has also issued an application applying for an order under section 20C of the Landlord and Tenant Act 1985. We are satisfied that it is just and equitable in the circumstances to make an order so that the Respondent may not pass any of its costs incurred in connection with the proceedings before the tribunal through the service charge against the Applicant. This application has only been necessary because of the manner in which the intermediate landlord has developed the building. Ms Araujo was given a legitimate expectation that her service charge contribution would be reduced when the additional flats had been added.

62. The Tribunal does not make any order for the refund of the tribunal fees which Ms Araujo has paid. Her application has failed. We are not without sympathy for the predicament in which Ms Araujo finds herself. However, the 1987 Act does not give this Tribunal jurisdiction to vary her service charge contribution in the circumstances of this case.

Judge Robert Latham
13 February 2025

Rights of Appeal

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

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

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

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

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

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

	99 Parkhurst Road – Appendix **Service Charge Contributions** (* flats added)

Flat	**Floor**	**Date of Lease**	**2018** (p.195) (22.12.17)	**Size Sq ft** (p.195)	**2018** (p.196) (26.6.18)	**2019** (p.197) (17.1.19)	**2020** (p.198) (20.1.20)	**2020** (p.199) (20.4.20)	**2020** (p.200) (5.10.20)	**2021** (p.201) (28.12.20)	**Proposed percentage**	**Size Sq ft** (p.198)
1	1	6.9.19	15.15%	571	15.15%	15.15%	11.99%	11.99%	9.04%	9.04%	11.99%	675
2	1	23.1.19	17.91	676	17.91	17.91	12.50	12.50	11.65	11.65	12.50%	704
3	1	13.10.17	14.39	543	14.39	14.39	9.64	9.64	14.39	14.39	9.64%	543
4	1	25.10.19	16.38	618	16.38	16.38	11.26	11.26	9.77	9.77	11.26%	634
5	1	29.11.17	9.77	369	9.77	9.77	6.55	6.55	9.79	9.79	6.55%	369
6	2	6.6.18	12.16	459	12.16	12.16	8.49	8.49	7.25	7.25	8.49%	478
7	2	15.11.19	14.23	537	14.23	14.23	9.53	9.53	8.49	8.49	9.53%	537
8	2*	28.2.20					10.16	10.16	10.38	10.38	10.16%	572
9	2*	9.12.19					11.92	11.92	10.73	10.73	11.92%	671
10	2*	11.12.19					7.96	7.96	8.51	8.51	7.96%	448