



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

Case reference	:	CAM/26UK/LIS/2023/0020
Property	:	Ground Floor Flat, 8 St Mary's Road, Watford, WD18 0EF
Applicant	:	Jean Dale (Did not appear and was not represented at the hearing)
Respondent	:	Simon Nicholas Welford
Representative	:	Ms Ho, Counsel, instructed by Painsmith Solicitors
Type of application	:	Transfer from County Court - For the determination of the liability to pay service charges under section 27A of the Landlord and Tenant Act 1985
Tribunal members	:	Judge Bernadette MacQueen Marina Krisko, FRICS
Venue	:	Watford Tribunal Hearing Centre, Radius House, 51 Clarendon Road, Watford, WD17 1HP
Date of hearing	:	4 March 2025
Date of decision	:	7 April 2025

DECISION

Decisions of the Tribunal

- (1) The Tribunal determines that there are no service charge payments payable by Respondent in respect of the service charges for the years 2010 to 2022.
- (2) The Tribunal makes the determinations as set out under the various headings in this Decision.
- (3) The Tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 and section 5A of the Commonhold and Leasehold Reform Act 2002, so that none of the Applicant's costs of the Tribunal proceedings, and any administrative charges applied by the Applicant may be passed to the Respondent through any service charge.
- (4) Since the Tribunal has no jurisdiction over county court costs and fees, this matter should now be referred back to the County Court.

The Application

1. In August 2022, the Applicant, Jean Dale, issued a claim in the County Court against the Respondent, Simon Nicholas Welford, for £37,176 which was said to comprise "management and service charges". The claim was issued under claim number J30YJ509. In October 2022, the Respondent filed a defence to the claim which, amongst other things, submitted that the claim was not adequately particularised, valid service charge demands had not been made, services and works had not been provided, consultation requirements had not been complied with, and the amounts claimed fell outside of the period specified in section 20B of the Landlord and Tenant Act 1985 ("the 1985 Act") and so recovery was prevented.
2. On 22 August 2023, Deputy District Judge Wright made an order transferring the case to this Tribunal for determination of the

payability/and or reasonableness of the service charges claimed by the Applicant.

3. By applications, both of which were dated 7 November 2024, the Respondent applied under section 20C of the 1985 Act and section 5A of the Commonhold and Leasehold Reform Act 2002, so that none of the Applicant's costs of the Tribunal proceedings, nor any administrative charges applied by the Applicant may be passed to the Respondent through any service charge.
4. The Tribunal made directions for the exchange of evidence and preparation of the hearing bundle. In accordance with the Tribunal's directions, the Respondent prepared a bundle of documents for use at the hearing which had been provided to the Applicant and the Tribunal. The bundle consisted of 279 pages.

The Hearing

5. Neither party requested an inspection of the Property and the Tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute.
6. The Respondent appeared and was represented by Ms Ho, counsel. The Applicant did not appear, but at 9.56am on the morning of the hearing (four minutes before the hearing was due to start), she sent an email to the Tribunal. The email stated that the Applicant had had an attack related to her COPD and was very unwell and therefore not able to attend the hearing. The email also stated that the Applicant needed to ask the court for permission to make a witness statement out of time. Further, the Applicant's email also stated that the Applicant had just received papers from the Respondent's solicitor and needed the help of a lawyer.
7. The Tribunal heard representations from Counsel for the Respondent in relation to whether or not the hearing should proceed in the Applicant's absence. Counsel submitted that the hearing should proceed. In

particular, counsel noted that the Applicant had not produced documents as required by the Tribunal's directions. This was in contrast to the Respondent who had attended the hearing with counsel, and had complied with the Directions of the Tribunal.

8. In reply to the Applicant's assertion that she had just received papers from the Respondent's solicitor, counsel stated that the Respondent had produced all the documents in accordance with the Tribunal's directions and therefore no papers would have just been received. Counsel speculated that the Applicant may be referring to a schedule of costs that had been sent to the Applicant by the Respondent's solicitors dated 3 March 2025, however, this was not part of the Tribunal's determination as to payability/reasonableness of the disputes service charges.

Tribunal Decision – Hearing In Absence

9. Rule 34 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (the Rules) provides that the Tribunal may proceed with a hearing in a party's absence if satisfied that the party has been notified of the hearing, or that reasonable steps have been taken to notify the party of the hearing, and it is in the interests of justice to proceed.
10. The Tribunal was satisfied that the Applicant was aware of the hearing as she had emailed the Tribunal to say that she would not be attending. The issue for the Tribunal was therefore whether it was in the interests of justice to proceed in her absence.
11. The Tribunal reviewed the case chronology and directions that had been made in this matter, which can be summarised as follows.
12. After the transfer of this matter from the County Court, the Tribunal made initial directions on 15 August 2024. These directions required the Applicant to produce a full breakdown of the sum sought in the claim form, copies of the relevant service charge demands and other specified

documents. Each party was also required to produce a brief update as to their current position.

13. With the assistance of a barrister, the Applicant produced the following documents: (i) service charge accounts for the period 2010 to 2020 (ii) a single page of handwritten accounts for the period 2010 to 2022 and (iii) a letter dated 20 September 2022 to the Respondent said to be a formal request for money owing. (These documents were all included in the bundle at pages 14 to 37.)
14. Following receipt of these documents, the Tribunal noted that it appeared that the Applicant had not produced a full breakdown of the sum of the claim but had produced documents said to explain the relevant costs. The Tribunal therefore made further directions on 4 October 2024, which included the following:

“(3)...The applicant is given a final opportunity below to produce any clarification and other supporting documents to enable the parties to seek to narrow the issues before the respondent produces their case documents...”.

“8. By 18 October 2024 the applicant shall deliver to the respondent copies of:

- a full breakdown of the specified sum claimed in the claim form... setting out each charge, the basis on which it is claimed and the period to which it relates, and all payments made by the respondent; and
- any other documents within the categories the applicant was directed to produce on 15 August 2024 but had not yet produced.”

15. The directions further provided:

- “9. Even if the applicant fails to produce anything further pursuant to the above directions, the Respondent must produce their case documents as directed below based on what has been disclosed to them.”
16. The Respondent was then directed to send to the Applicant, by 8 November 2024, a Schedule in the form of the template attached to the directions setting out the item and amount in dispute, the reason why the amount was disputed and the amount, if any, the leaseholder considered reasonable for them to pay for that item in the event that the Tribunal decided it was payable.
 17. The Applicant was directed to complete her response to the Respondent’s Schedule and send this to the Respondent by 6 December 2024. Additionally, the Applicant was directed to send copies of other documents upon which the Applicant intended to rely, and any signed witness statement of fact the Applicant wished to make.
 18. The Respondent was directed to prepare a bundle of relevant documents for the hearing by 20 December 2024.
 19. On 18 December 2024, solicitors acting for the Respondent applied to the Tribunal to request that the matter be struck out pursuant to Rule 9(3)(a) of the Rules because the Applicant had failed to produce any documents in accordance with the Directions of 4 October 2024.
 20. The strike out application was considered by a procedural Judge on 19 December 2024. The Judge determined that the application should not be struck out because the Applicant’s application had been transferred from the County Court and the proceedings were at an advanced stage, with a hearing fixed for 4 March 2025. In these circumstances, the Judge determined that it would likely be wasteful to cancel the hearing and transfer the matter back to the County Court. Accordingly, the hearing date was confirmed. However, the Tribunal set out that the matter may be determined at the hearing based solely on the documents in the

hearing bundle produced by the Respondent pursuant to the directions. In order to give the Applicant further time to produce documents to the Tribunal, the directions were amended as follows:

“If the applicant wishes to rely on any documents which are not in the respondent’s bundle:

- a. The Applicant must by no later than 15 January 2025 comply with paragraph 12 of the directions given on 4 October 2024. *{directions for production of the applicant’s case documents}*
- b. The Respondent may by 29 January 2024 produce a reply under paragraph 13; and
- c. The Applicant must by no later than 7 February 2025 prepare and deliver a supplemental bundle of all documents produced by either party under these varied directions (such bundle must be prepared in accordance with the guidance attached to these directions, delivering an electronic copy and three hard copies to the Tribunal...)”

- 21. The Tribunal did not receive any further documents from the Applicant and so on 11 February 2025, a Tribunal case officer wrote to the Applicant to ask whether she would be sending a supplementary bundle.
- 22. On 17 February 2025 the Applicant wrote to the Tribunal to request more time to get someone to act for her. The matter was referred to a procedural Judge on 18 February 2025, who refused to adjourn the hearing and stated that the hearing would proceed as listed (4 March 2025). The Judge set out detailed reasons for this decision and noted in particular that the postponement request had been made far too late and that the Applicant had had ample time to find alternative representation.

23. On 21 February 2025, the Applicant again wrote to the Tribunal stating that she still did not have a lawyer and again requested further time to produce paperwork and instruct a lawyer. On 24 February 2025, the Tribunal refused the Applicant's further request for an adjournment and confirmed that at this late stage an adjournment would only be permitted in exceptional circumstances, outside the reasonable control of the parties. The Tribunal confirmed that the hearing would go ahead on 4 March 2025 as previously notified.
24. After receiving the Tribunal's decision refusing to adjourn the hearing, the Applicant wrote to the Tribunal again on 24 February 2025 to ask if she needed to provide a witness statement. A Tribunal case officer emailed back on 24 February 2025 to confirm that the hearing on 4 March 2025 was a final hearing. The case officer also confirmed that as the Applicant had not complied with the direction to provide a witness statement, it would be necessary for the Applicant to seek permission of the Tribunal to be allowed to rely on a witness statement produced after the date allowed in the directions.
25. No further documents or applications were received by the Tribunal from the Applicant until the email sent on the morning of the hearing. The Tribunal notes that in this email the Applicant applied for an adjournment on three grounds namely:
- (i) The Respondent's solicitor had just sent papers and the Applicant needed the assistance of a lawyer to look at these papers.
 - (ii) The Applicant needed time to seek permission to make a witness statement out of time.
 - (iii) The Applicant was too unwell to attend the hearing.

26. The Tribunal was not satisfied that the Applicant needed time to arrange to have the assistance of a lawyer. The chronology as set out above shows that since 15 August 2024 the Applicant had been aware of the documents that she needed to provide to the Tribunal. She therefore had had sufficient time to arrange a lawyer. Regarding the Applicant's assertion that she had just been served with documents, the Tribunal found that the Respondent had served all of his documentation and the hearing bundle in accordance with the Tribunal directions and so it was not the case that the Applicant had been served with documents shortly before the hearing upon which she needed to take legal advice. It may have been that the documents that the Applicant was referring to were a cost schedule that the Respondent's solicitor had served; however, this was not a matter that was relevant to the determination of the payability/reasonableness of the service charges which was the issue for this hearing. The Tribunal therefore did not find it in the interests of justice to delay this hearing so that the Applicant could seek legal advice.
27. Turning to the Applicant's request that she needed further time to make an application to make a witness statement out of time, the chronology above shows the directions that were made on 18 October 2024 which gave the Applicant the opportunity to provide a witness statement by 6 December 2024. The Applicant had therefore been given several months to produce a witness statement, but she failed to do this. The Tribunal did not find it a reasonable request to seek to apply for permission to produce a witness statement four minutes prior to the start of the hearing. In any event, the Applicant had not provided the Tribunal with any witness statement that she was seeking to adduce out of time. Taking all of this into consideration and when viewed against the chronology of this case, the Tribunal found that it was not in the interests of justice to delay the hearing to allow the Applicant to produce a witness statement out of time.
28. In terms of the Applicant being too unwell to attend the hearing, the Tribunal noted that the Applicant had not provided the Tribunal with

any medical evidence. Further, the Tribunal noted that the Applicant had not provided the documents to the Tribunal that she had been directed to provide. On 19 December 2024, the Tribunal confirmed the hearing date of 4 March 2025 and gave the Applicant a further chance to provide documents. The Tribunal then made it clear that if documents were not provided the issues may be determined at the hearing based solely on the documents in the hearing bundle produced by the Respondent pursuant to the directions. The only documents that the Applicant had provided were the documents that she provided following the initial directions on 15 August 2024. Since that date, and despite a number of further extensions of time as outlined above, the Applicant had failed to provide anything further. The Tribunal had before it a hearing bundle which contained the only evidence that the Applicant had provided (pages 12 to 37 of the bundle).

29. Taking all of this into consideration, the Tribunal found that it was in the interests of justice to proceed in the Applicant's absence. In reaching this decision the Tribunal took into consideration the overriding objective as set out in rule 3 of the Rules. Specifically, the Tribunal considered rule 3(2)(a) and found that it would not be proportionate to delay the hearing further given that the Applicant had failed to comply with directions and the Respondent had attended the hearing with Counsel. Further the Tribunal considered rule 3(2)(e) and the need to avoid delay, so far as compatible with proper consideration of the issues. In this case the Applicant's lack of compliance with the directions, and the length of time the Applicant had been given to comply, meant that further delay was not in the interests of justice.
30. The Tribunal therefore determined it was in the interests of justice to proceed with the hearing in the absence of the Applicant but the Tribunal would consider the documents that the Applicant had provided to the Tribunal at pages 12 to 37 of the bundle.

The Background

31. The Applicant was the freehold owner of 8 St Mary's Road, Watford, WD18 0EF. There were two flats under this freehold title and the Respondent held a long lease for one of these flats, namely the Ground Floor Flat, 8 St Marys Road, Watford, WD18 0EF (the Property).
32. The Respondent purchased the leasehold of the Property in or around May 2006 and took over the lease which was dated 1 June 2003 and made between Jean Dale (1) and Simon Nicholas Welford (2) (the Lease). A copy of the Lease was at pages 153 to 180 of the bundle. The Lease required the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge.

The Tribunal's Jurisdiction

33. This Tribunal's jurisdiction is in relation to the following issues only:
 - (i) Payability of service charges (as defined in section 18 of the 1985 Act);
 - (ii) Payability of any administration charges (under Schedule 11 to the Commonhold and Leasehold Reform Act (the 2002 Act));
 - (iii) any application to limit the payment of any legal costs of the Tribunal proceedings as part of the service charge under section 20C of the 1985 Act and/or to limit the payment of legal costs in connection with the Tribunal proceedings as an administration charge, under paragraph 5A of Schedule 11 to the 2002 Act.

The Law

34. The relevant sections of the 1985 Act are:

18.— Meaning of “service charge” and “relevant costs” .

(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.

20B.— Limitation of service charges: time limit on making demands.

(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.

21B Notice to accompany demands for service charges

(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.

The Lease

35. The Fourth Schedule Part 1(2) of the Lease provides that the lessee must:

“[to] pay to the Lessor the Lessee’s Share of Maintenance of the expenses which the Lessor shall in relation to the Property reasonably and properly incur in each Maintenance Year and which are authorised by the Seventh Schedule hereto (including the provision for future expenditure therein mentioned) the amount of such payment to be certified by the Lessor’s managing agent or accountant acting as an expert and not as an arbitrator as soon as conveniently possible after the expiry of each Maintenance Year and FURTHER on the first day of January and the first day of June in each Maintenance Year (“The Payment Dates”) to pay in advance on account of the Lessee’s liability under this Clause the one half of the Interim Maintenance Charge PROVIDED THAT upon the Lessor’s managing agent’s or accountant’s certificates being given as aforesaid these shall be paid by the Lessee any difference between the Interim Maintenance Charge and the Maintenance Charge so certified”

The Issues in Dispute

36. No specific details were provided by the Applicant in the claim form dated 14 September 2022. Instead, the Applicant stated that the Respondent owed a large amount of service and management charges over many years, and the total amount of claim issued was £37,176.10

(including £6,000 relating to a new lease which was not before this Tribunal).

37. On 15 August 2024 the Tribunal directed that by 2 September 2024, the Applicant was to send to the Tribunal and the Respondent a full break down of the £31,176.10 for management and service charges claimed. Further the Applicant was directed to:

- (i) set out the basis on which each service charge and any administration charge claim was made, the period to which it related, and all payments made by the Respondent.
- (ii) set out the demands that were sent by the Applicant to the Respondent for the relevant service/administration charges, with the corresponding service charge estimates and accounts, and any invoices in relation to any administration charges.
- (iii) provide a simple explanation of how each sum was calculated/apportioned from the relevant estimate or accounts or other identified source and what lease provision it was said to be payable under (unless this was clear from the documents described in (i) and (ii) above).

38. The Applicant provided to the Tribunal and the Respondent the following documents:

- (i) Demands from D&K Accountancy Services from 2010 to 2020.
- (ii) Handwritten accounts for 2010-2019. Additionally, for the service charge years ending 2021 and 2022, a

handwritten amount of £1,200 for each year, bringing the total amount the Applicant said was outstanding to £31,175.80.

- (iii) A typed letter dated 20 September 2022 described as a formal request of money owing.

- 39. These documents were at pages 14 to 37 of the bundle.
- 40. Despite the Tribunal making further directions, the Applicant did not produce any further information to the Tribunal. The documents on D & K Accountancy Services headed paper were single page documents, described as accounts, with largely round numbers for the period 2010 to 2020. The handwritten accounts appeared to be made by the Applicant.
- 41. The Applicant did not produce any further documents to the Respondent or the Tribunal. In particular, the Applicant did not provide any comments to the Schedule that the Respondent had produced in accordance with the Tribunal's directions.

The Respondent's Position

- 42. The Respondent produced a Schedule as required by the Tribunal, a copy of which was at pages 48 to 132 of the bundle. The Schedule detailed the Respondent's position regarding the service charge year ended 5 April 2010 until year ended 5 April 2022 by setting out the items in dispute, the amount disputed and the amount, if any, that the leaseholder considered reasonable to pay for that item if the Tribunal decided it was payable.
- 43. Additionally, the Respondent provided a witness statement dated 7 November 2024 and attended the hearing and gave oral evidence to the Tribunal.

44. The Respondent's evidence was that no service charges were payable. In particular, this was because:

- (i) The Applicant had not provided invoices/documentary evidence or explanation as to the expenses. It was the Respondent's position that no relevant costs were incurred and no work was done or services provided.
- (ii) Surveillance charges, security costs, repair to windows of the Property and "paying for checks on missing post" did not fall within the definition of service charge under the Lease.
- (iii) Work to replace a wall that the Applicant charged for did not happen. The charge for "replacing wall pulled down by Welford" (April 2012) and "re-erecting the wall between the 2 flats" ((April 2015) was not carried out as the Tribunal decision of 15 December 2015 stated that "at some stage a wall or form of barrier had been erected...that wall or barrier has been removed...the former location of this wall or barrier was drawn to our attention." It was the Respondent's evidence to the Tribunal that he had reinstated the wall that he had taken down for access to the rear of the building, as agreed in the court hearing in November 2015.
- (iv) No Account Certification was provided as required by the Lease.
- (v) Section 20ZA of the 1985 Act was not complied with (Consultation Requirements).

- (vi) No valid Demand was served in accordance with the Lease – the letter of 20 September 2022 (pages 36 and 37 of the bundle) purporting to be a “formal request...for the service charges” and an undated document purporting to amount to a “formal request...for money owing to the freeholder” were not valid demands. In any event, it was the Respondent’s evidence to the Tribunal was that these documents were not served on the Respondent.
- (vii) Section 45 of the Landlord and Tenant Act 1987 was not complied with as the written demand did not contain the information required by section 47(1)(a)-(b).
- (viii) No valid demands were served on the Respondent as he was not provided with a summary of Rights and Obligations pursuant to section 21(B) of the 1985 Act, or the Service Charges (Summary of Rights and Obligations and Transitional Provisions) (England) Regulations 2007.
- (ix) The Respondent was not liable to pay costs which were incurred more than 18 months before any demand was made. The Respondent confirmed in evidence that no notification pursuant to section 20B(2) was provided by the Respondent in respect of the alleged service charges claimed by the Applicant.
- (x) Between the period 15 December 2015 and 15 December 2019 the Applicant did not have any power to demand any alleged service charge, as a manager had been appointed by the Tribunal. The Respondent provided at pages 206 to 257 of the bundle the

Tribunal's decision dated 15 December 2016, 23 August 2016 and 15 November 2018.

(xi) In each of the previous Tribunal decisions, the Tribunal stated that the Property was said to be in disrepair demonstrating that work had not been completed at the Property.

(xii) At pages 14 to 24 of the bundle were the documents on headed paper of D&K Accountancy Services that the Applicant relied on for the years ended 5 April 2010 to 2020. It was the Respondent's position that these were not certifications in accordance with the fourth schedule Part 1(2) of the Lease (set out in full above) as before any alleged maintenance charges were payable, those amounts must be certified by a managing agent or accountant. There was no confirmation that the costs were incurred or comment on the appropriateness of the amounts. The Respondent therefore stated that these amounts were not payable.

45. Further, the Respondent gave evidence to the Tribunal that no consultation under section 20 of the 1985 Act had taken place. It was the Respondent's position that this consultation should have taken place as the alleged contributions required of the Respondent were above the £250 threshold under the Service Charges (Consultation Requirements) (England) Regulations 2003.

Tribunal Determinations

46. Having read and considered the bundle of documents provided, and heard the evidence of the Respondent and submissions made by Counsel for the Respondent at the hearing, the Tribunal has made determinations on the various issues as follows:

Service Charge Year Ended 5 April 2010 - £6,450.30

47. At page 14 of the bundle, the Applicant set out the Service Charge Accounts for year ended 5 April 2010. These were made up of solicitor costs, security costs, surveillance, repair to window of property, door locks and guttering, maintenance of communal area, and decoration after squatters. Further at page 26 of the bundle was a handwritten note said to be “accounts from 8 St Marys Rd, Watford” with £6,450.30 said to be payable. These documents represented the only evidence produced by the Applicant in relation to this service charge year.
48. The Tribunal accepts the evidence of the Respondent that the amounts are not payable. Regarding solicitor costs, the Tribunal accepts the evidence of the Respondent at paragraph 14 of his witness statement, (page 151 of the bundle) that at no point did he receive a letter from a solicitor in 2010, other than as part of an offer from the Applicant to the Respondent to buy the freehold. The Tribunal therefore finds that no solicitor costs were incurred as service charges.
49. Regarding the security and surveillance costs, the Tribunal finds that these are not service charges payable under the Lease. The Tribunal finds that the windows at the Property are demised and so do not fall within the service charge, and the Tribunal accepts the Respondent’s evidence that the Applicant has failed to provide any documentary evidence or invoices for any work or services that the Applicant has alleged. In any event the Tribunal accepts the evidence of the Respondent that there is no accountant certification as required under the Lease.
50. Further the Tribunal does not find that the service charge demand was validly made. The letter dated 20 September 2022 at pages 36 and 37 of the bundle is said to be a “formal request for money owing” sent by the Applicant to the Respondent. However, the Tribunal finds that this is not a valid service charge demand as no notice of the Respondent’s rights and obligations in compliance with section 21B of the 1985 Act was

served on the Respondent. In any event, the Tribunal accepts the Respondent's evidence that no valid service charge demand was received by him.

51. Additionally, the Tribunal finds that the alleged costs fall outside the 18-month limitation period of section 20B of the 1985 Act and therefore the Applicant is time-barred and the sums are not recoverable.
52. The Tribunal therefore finds that the service charge claimed by the Applicant for the Year Ended 5 April 2010 is not payable.

Service Charge Year Ended 5 April 2011 - £2,200.30

53. At page 15 of the bundle, the Applicant produced service charge accounts for year ended 5 April 2011. Additionally, at page 27 of the bundle the Applicant produced a handwritten document which contained the same figures as those at page 15. The Applicant did not produce any other documentation. The service charges the Applicant claimed for this service charge year were for repairs to window, door, locks and guttering, maintenance of communal areas, and repair of damaged roof and tiles.
54. The Tribunal accepts the evidence of the Respondent and finds that the Applicant did not incur any repair or maintenance costs for the year ended 2011. The Applicant did not provide any evidence to show that any work was completed. Further the Tribunal finds that the windows are demised under the Lease and therefore not within the service charge definition.
55. In any event the Tribunal finds that the service charge is not payable as no account certification has been provided as required under the Lease. The Tribunal does not accept that the D & K accountancy services document (page 15 of the bundle) complies with the Lease as it has not been certified. Further the Tribunal finds that no valid demand has been served on the Respondent and no summary of the Respondent's rights

and obligations in compliance with 21B of the 1985 Act has been served on the Respondent.

56. In any event, the Tribunal finds that notwithstanding that no demands were served on the Respondent, the alleged costs fall outside the 18-month limitation period of section 20B of the 1985 Act. The Applicant is therefore time-barred, and the service charges are not recoverable.

Service Charge Year Ended 5 April 2012 - £2,500.50

57. At page 16 of the bundle, the Applicant produced service charge accounts on D & K accountancy services headed paper. Further at page 28 of the bundle was a handwritten document that gave the same figure as at page 16. This was the only evidence the Applicant produced in relation to this service charge.
58. The items that the Applicant claimed for were carpet cleaning in common hallway, paying for checks on missing post, maintenance of communal areas, replacing wall pulled down by Wellford, clear rubbish at front of property.
59. With regard to the replacement wall, the Tribunal accepts the evidence of the Respondent that the Tribunal decision in 2015 stated that the wall had been removed and that the Respondent reinstated the wall in 2016. The Tribunal therefore does not accept that the Applicant incurred any charge for replacing the wall in 2012.
60. The Tribunal finds that “paying for checks on missing post” is not within the scope of what is a service charge under the Lease and is therefore not payable.
61. The Tribunal accepts the evidence of the Respondent and finds that the Applicant did not incur cost for cleaning the communal hallway, maintenance of the communal area and clearing rubbish at the front of the Property. No evidence was provided to the Tribunal by the Applicant,

and the Tribunal accepts the Respondent's evidence that the work alleged did not take place.

- 62. Further the Tribunal finds that no accountant certification was provided as required by the Lease and that no valid demand was served on the Respondent.
- 63. In any event, the Tribunal finds that notwithstanding that demands were not served on the Respondent, the alleged costs fall outside the 18 month limitation period as per section 20B of the 1985 Act and therefore the Applicant is time-barred and the sums are not recoverable.

Service Charge Year Ended 5 April 2013 - £2,200

- 64. At page 17 of the bundle, the Applicant produced service charge accounts on D & K accountancy services headed paper. Further at page 29 was a handwritten page containing the same total payable. This was the only evidence the Applicant produced in relation to this service charge.
- 65. The service charge items that the Applicant alleges for this period are repairs to common hallway, maintenance of communal areas, repair to damaged roof and tiles.
- 66. The Tribunal accepts the evidence of the Respondent and finds that the Applicant did not incur any repair or maintenance costs. The Respondent's evidence to the Tribunal was that this work did not take place and the Applicant has failed to produce any evidence to the Tribunal in support of her claim. The Tribunal also accepts the Respondent's observation that the Tribunal's decision dated 15 December 2015 found that the Property was in disrepair. This therefore corroborates the fact that there was a lack of maintenance taking place at the Property prior to that Tribunal's decision.
- 67. Further, the Tribunal finds that no account certification was provided as required by the Lease and that no valid service charge demand was made,

no summary/notice of the Respondent's rights and obligations under section 21B of the 1985 Act was given and no valid service charge demand was received by the Respondent.

68. In any event, the Tribunal finds that notwithstanding that a valid demand was not served on the Respondent, the alleged costs fall outside the 18 month limitation period as per section 20B of the Landlord and Tenant Act 1985 and therefore the Applicant is time-barred and the sums are not recoverable.

Service Charge Year Ended 5 April 2014 - £1,950

69. At page 18, the Applicant produced service charge accounts on D & K accountancy services headed paper. Further at page 30 was a handwritten note giving the same total for this service charge year. This was the only evidence the Applicant produced in relation to this service charge.
70. The service charges that the Applicant alleges for this period are maintenance of communal areas, and storm damage to back roof.
71. The Tribunal accepts the evidence of the Respondent and finds that the Applicant did not incur any of the repair or maintenance costs alleged. The Respondent's evidence to the Tribunal was that this work did not take place and the Applicant has failed to produce any evidence to the Tribunal in support of her claim. Further, the Tribunal also accepts the Respondent's observation that the Tribunal's decision dated 15 December 2015 found that the Property was in disrepair. This therefore corroborates the fact that there was a lack of maintenance taking place at the Property prior to the Tribunal's decision.
72. Further, the Tribunal finds that no account certification was provided as required by the Lease and that no valid service charge demand was made, no summary/notice of the Respondent's rights and obligations under

section 21B of the 1985 Act was given and no valid service charge demand was received by the Respondent.

73. In any event, the Tribunal finds that notwithstanding that no demand were served on the Respondent, the alleged costs fall outside the 18 month limitation period as per section 20B of the 1985 Act, and therefore the Applicant is time-barred and the sums are not recoverable.

Service Charge Year Ended 5 April 2015 - £2,925

74. At page 19 of the bundle, the Applicant produced service charge accounts on D & K accountancy services headed paper. Further at page 31 was a handwritten document containing the same total as given at page 19. This was the only evidence the Applicant produced in relation to this service charge.
75. The service charges that the Applicant alleges for this period are to re-erect the wall between the flats, maintenance of communal areas, repairs to common hallway (take off render, replaster and paint).
76. Regarding the replacement wall, the Tribunal accepts that the Tribunal decision in 2015 stated that the wall had been removed and further, the Respondent's evidence was that he reinstated the wall in 2016. The Tribunal therefore does not accept that the Applicant incurred any charge for replacing the wall in 2015. Additionally, the Tribunal is not satisfied as to the accuracy of the Applicant's service charge records given that the Applicant included a charge for a replacement wall in the 2012 service charge amount she claimed.
77. The Tribunal accepts the evidence of the Respondent and finds that the Applicant did not incur any repair or maintenance costs claimed. The Respondent's evidence to the Tribunal was that this work did not take place and the Applicant has failed to produce any evidence to the Tribunal in support of her claim.

78. Further, the Tribunal finds that no account certification was provided as required by the Lease and that no valid service charge demand was made, no summary/notice of the Respondent's rights and obligations under section 21B of the 1985 Act was given and no valid service charge demand was received by the Respondent.
79. In any event, the Tribunal finds that notwithstanding the demands were not served on the Respondent, the alleged costs fall outside the 18 month limitation period as per section 20B of the Landlord and Tenant Act 1985 and therefore the Applicant is time-barred and the sums are not recoverable.

Service Charge Year Ended 5 April 2016 - £2,200

80. On 15 December 2015, the Tribunal appointed Mr Powell of Ringley Chartered Surveyors as the Manager of the Property, therefore for the period from 15 December 2015, the Applicant is not able to make a service charge claim in this service charge year.
81. In relation to the period 5 April 2016 until 14 December 2015 the Tribunal finds that no service charges are payable.
82. At page 20, the Applicant produced service charge accounts on D & K accountancy services headed paper. Further at page 32 was a handwritten document showing the same amount outstanding as set out at page 20. This was the only evidence the Applicant produced in relation to this service charges.
83. The service charges that the Applicant alleges for this period are repairing guttering and back roof down pipe, maintenance of communal areas, repair to front hall flooring.
84. The Tribunal accepts the evidence of the Respondent and finds that the Applicant did not incur any repair or maintenance costs as claimed. The Respondent's evidence to the Tribunal was that this work did not take

place and the Applicant has failed to produce any evidence to the Tribunal in support of her claim. Further, the Tribunal also accepts the Respondent's observation that the Tribunal's decision dated 15 December 2015 found that the Property was in disrepair. This therefore corroborates the fact that there was a lack of maintenance taking place at the Property at this time.

85. Further, the Tribunal finds that no account certification was provided as required by the Lease and that no valid service charge demand was made, no summary/notice of the Respondent's rights and obligations under section 21B of the 1985 Act was given and no valid service charge demand was received by the Respondent.
86. In any event, the Tribunal finds that notwithstanding that demands were not served on the Respondent, the alleged costs fall outside the 18 month limitation period as per section 20B of the 1985 Act, and therefore the Applicant is time-barred and the sums are not recoverable.

Service Charge Year Ended 5 April 2017 - £2,075 , Service Charge Year Ended 5 April 2018 - £2,300 and Service Charge Year Ended 5 April 2019 - £1,675

87. By its decision dated 15 December 2015, the Tribunal appointed Mr Powell of Ringley Chartered Surveyors as the Manager of the Property from 15 December 2015 until 15 December 2018. The Tribunal determined as follows:

“given the appointment of the Manager, for the next three years Mrs Dale will not have the power to demand service charges during that period”.

88. By its decision dated 23 August 2016, the Tribunal ordered that Mr Powell be replaced as Manager by Mr Baird and that the period of appointment of a manager was extended to 15 December 2019.

89. The Applicant therefore has no standing to demand service charge payments for the period that a manager was appointed.
90. There is therefore no service charge payment payable to the Applicant for the service charge year ended April 2017 and April 2018.

Service Charge Year Ended 5 April 2020 - £2,300

91. As set out above, a Manager was appointed by the Tribunal until 15 December 2019. Therefore, the Applicant has no standing to demand service charges whilst the Manager was appointed. The relevant period when the Applicant could have claimed service charge payments within this service charge year is limited to 16 December 2019 until 5 April 2020.
92. At page 24 of the bundle, the Applicant produced service charge accounts on D & K accountancy services headed paper. Two items are listed – the first one being maintenance of communal areas £2,400 and the second being urgent repair work on top roof of property - £2,200. No other documentation is provided by the Applicant.
93. The Tribunal accepts the evidence of the Respondent that this work was not undertaken at the Property. The Applicant has not provided any evidence of the work and the Tribunal accepts the evidence of the Respondent that the Property is in a state of disrepair.
94. In any event, the Tribunal finds that the Applicant did not consult the Respondent as she was required to do in accordance with section 20 of the 1985 Act and no application was made for dispensation from the consultation process. Further, the Tribunal finds that the Applicant has failed to serve a valid demand on the Respondent as no notice of the Respondent's rights and obligations in relation to the service charge was served in compliance with section 21B of the 1985 Act, and no valid service charge demand was received by the Respondent.

95. The Tribunal further finds that the charges fall outside the scope of the 18 month limitation period set out in section 20B of the 1985 Act and therefore the Applicant is time-barred.
96. The Tribunal therefore finds that no amount is payable by the Respondent.
97. The Tribunal is concerned to note that the Respondent paid £800 for this period, however the Applicant has failed to account for this payment.

Service Charge Year Ended 5 April 2021 - £1,200 and Service Charge Year Ended 5 April 2022 - £1,200

98. The only evidence that the Applicant has provided to show how the amount of £1,200 for the service charge years ending 5 April 2021 and 5 April 2022 is a handwritten note at page 25 of the bundle. The Applicant has not provided any breakdown to show how these figures have been arrived at whatsoever.
99. The Tribunal finds that these amounts are not payable. There is no evidence before the Tribunal that these amounts relate to maintenance charges payable under the lease. No invoices have been raised and no demands served on the Respondent.
100. The Tribunal accepts the evidence of the Respondent that no works were carried out at the Property in this period, and no services provided to a reasonable standard and/or were reasonably incurred. Further the Applicant has not consulted the Respondent in accordance with section 20, no valid demand was served (section 21B) and in any event the Applicant is time-barred under section 20B of the 1985 Act.
101. The Tribunal therefore finds that no service charge is payable by the Respondent for these service charge years.

Section 20ZA of the 1985 Act

102. For completeness the Tribunal addresses the issue of consultation under section 20ZA. The Respondent told the Tribunal that no consultation had taken place. Additionally, at paragraph 2 of the directions dated 4 October 2024, the Tribunal stated:

“If the applicant wishes to apply under section 20ZA of the 1985 Act for dispensation with the consultation requirements in relation to any relevant works (those about which the leaseholder(s) query or dispute compliance), they should apply to the tribunal as soon as possible, asking clearly at the top of their communication that directions be given by a judge to enable this to be heard at the same time as these service charge proceedings. The relevant application form is available on the public website. The tribunal is likely to (at least) be concerned about wasted resource if service charge payability is determined and a dispensation application is only made later.”

103. The Applicant did not make an application for dispensation under section 20ZA.
104. The Tribunal accepts the evidence of the Respondent that the Applicant failed to consult with the Respondent in accordance with section 20ZA of the 1985 Act, and that no application for dispensation of the requirement to consult has been made. However, in light of the findings made above that no service charge is payable, this is not an issue that the Tribunal needs to consider further.

Application under s.20C and Refund of Fees

105. The Respondent applied for an order under section 20C of the 1985 Act. Taking into account the determinations above, the Tribunal determines that it is just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act, so that the Applicant may not pass any of their costs incurred in connection with the proceedings before the Tribunal through the service charge.

106. The Respondent also made an application under section 5A of the Commonhold and Leasehold Reform Act 2002. In light of the determinations made, the Tribunal makes an order under paragraph 5A of Schedule 11 to the 2002 Act extinguishing any liability for the Respondent to pay an administration charge in respect of litigation costs in relation to these proceedings.

The Next Steps

107. The Tribunal has no jurisdiction over ground rent or county court costs. This matter is therefore returned to the County Court.

Name: Judge Bernadette MacQueen

Date: 7 April 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).