FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**MAN/00FA/LUS/2023/0001**
Premises	**:**	**Flats 1 & 2, 106 Coltman Street, Hull HU3 2SF**
Applicant	**:**	**106 Coltman Street RTM Company Limited**
Respondent	**:**	**Assethold Limited c/o Eagerstates Limited**
Type of Application	**:**	**Application for a determination of accrued uncommitted service charges, pursuant to - section 94(3) Commonhold & Leasehold Reform Act 2002**
Tribunal members	**:**	**Judge J.M.Going** **I.James MRICS**
Date of Decision	**:**	**12 December 2024**

Decision and Orders

Decision and Orders

The Tribunal has determined that the minimum amount of the uncommitted service charges held by Assethold and due to have been paid to RTM Co on 21 April 2023, or as soon as was reasonably practicable after that date, was
(a) £7102.25, plus
(b) £2113.38, unless Assethold Ltd produces, within 14 days of the issue of this decision, to RTM Co and to the Tribunal,
(i) evidence of having been invoiced for or paid, prior to 21 April 2023, the annual insurance premium and brokers fee referred to in the 2023 account, and
(ii) a copy of the appropriate policy document,
And that
(c) the resultant figure should also be increased if evidence is produced to show that the Tribunal was wrong to assume that the figure of £4598.22 shown in the 2023 accounts as having been received into Mr Zaoral's account for Flat 1 was part of the £6678.51 wrongly removed from his mortgage account with Birmingham Midshires. If that assumption is shown to have been incorrect, £4598.22 should be added to the monies due to be paid by Assethold to RTM Co.

The Tribunal also orders Assethold to reimburse and pay RTM Co £100 in respect of the fees paid to the Tribunal within the same 14-day period following the issue of this decision.

Preliminary and background

1. By an Application ("the Application") dated 16 August 2023 the Applicant ("RTM Co") has applied to the First-Tier Tribunal Property Chamber (Residential Property) ("the Tribunal") under section 94(3) of the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act") to determine the amount of any payment of accrued uncommitted service charges which falls to be paid under section 94(1).

2. The Application concerns Flats 1 and 2 at 106 Coltman Street, Hull HU3 2SF ("the premises"). The Tribunal has not inspected the premises but has been assisted by the external photographs of the front that can be seen on Google's Street view. 106 Coltman Street is a modestly sized traditional brick built mid-terraced house, understood to have been converted into 2 flats, and whose front door is separated from the public pavement by a small, flagged yard in which the wheelie bins are located. There are bay windows on the ground and first floors and a small dormer window in the roof above. There is also a brick chimney stack between Numbers 106 and 107 Coltman Street.

3. The Application has proceeded on the basis and understanding, which has not been disputed, that the Respondent ("Assethold") is the landlord of the premises and and Messrs Zaoral and Bahadur are the long leasehold owners of Flats 1 and 2 respectively.

4. The Tribunal issued initial directions on 2 February 2024 setting out a timetable for submission of statements of case, responses and relevant documents. In addition to its statement of case, RTM Co has provided copies of its Memorandum and Articles of association, various notices, statements of accounts and estimates of service charge expenditure, letters, and emails. Assethold has not provided any papers, nor complied with the Tribunal's directions in any meaningful way despite deadlines being extended and various warnings as to the consequences.

5. On 7 June 2024, after it had failed to meet the extended deadlines to file and serve its statement of case, the Tribunal, having referred specifically to Rules 9(3)(a) and 9(7)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the Procedure Rules") made an Order confirming its proposal to bar Assethold from taking further part in the proceedings, unless it complied with the initial Directions within 14 days, confirming that it would consider any representations made in respect of that proposal within the same 14 days. No representations were received, and Assethold has still not complied with the initial Directions.

6. On 30 September 2024, the Tribunal gave both parties notice of its intention to proceed with a paper determination of the Application on 22 November 2024 without a hearing. No objections were received.

7. The Tribunal members convened on 22 November 2024.

Further facts and chronology

8. None of the following matters, which are evident from the papers, have been disputed.

On 14 November 2022	RTM Co was incorporated. Messrs Zaoral and Bahadur were noted as the subscribers in the Memorandum of Association.
On 5 December 2022	Eagerstates Ltd ("Eagerstates") emailed Messrs Zaoral and Bahadur letters, in each case, setting out what was said to be an "Accurate service charge account January – December 2022" followed by an "Estimated service charge account January – December 2023" as certified by Eagerstates. Having computed a "total payable" it was stated that payments were due by 24 December 2022, with direct payments being able to be made to an account with Barclays Bank plc in the name of Eagerstates' clients account. Under the heading of "Section 47 and 48 Landlord and Tenant act 1987" the freeholder was noted as Assethold c/o Eagerstates.
Also on 5 December 2022	RTM Co served notice ("the Claim Notice") on the Assethold of its intention to acquire the right to manage the premises on 21 April 2023. The Claim Notice referred to Messrs Zaoral and Bahadur as both tenants and members of RTM Co and each having a lease of their respective flats entered in on 30 July 2010 with a 125-year term beginning on 1 January 2009.
On 8 March 2023	Birmingham Midshires Mortgage Servicing department

	wrote to Mr Zaoral in the Czech Republic stating "Debt Recovery Agency has written to tell us you owe £6678.51 for outstanding charges" on Apartment 1 at 106 Coltman Street and confirming "…If we don't hear from you by 28 March 2023 we'll pay the charges. This amount will be added to your account so what you owe will go up. And you'll be charged interest…"
21 April 2024	was the date specified in the Claim Notice for RTM Co to acquire the right to manage the premises.
On 27 April 2024	Eagerstates wrote to Messrs Zaoral and Bahadur referring to a recent full insurance valuation of the premises.
On 22 May 2023	RTM Co served notice ("the section 93 Notice") on Assethold under section 93 of the Act requiring (inter alia) a copy of the buildings insurance policy relating to the premises, interim accounts for the period from 1 January 2023 to 21 April 2023 and details of the surplus monies held on account of service charges.
On 6 December 2023	Eagerstates emailed Messrs Zaoral and Bahadur copies of what was said to be an "Accurate service charge account January – December 2023" followed by an "Estimated service charge account January – December 2024"and demands for payment.

The parties' submissions

9. RTM Co has in setting out its grounds for the Application stated: –
"After being disillusioned with the extortionate charges imposed by the Landlord over a number of years, The Commonhold and Leasehold Reform Act 2002 Claim Notice was served…. on 5/12/2022, in which it was stated that 106 Coltman Street RTM Company Limited intended to acquire the right to manage the premises ….on 21 April 2023. No counter notice was received and the RTM company took over on the 21st April 2023.
The Landlord has collected 2023 service charges in advance and given that the RTM Company took over on 21 April 2023 (3 months and 21days into 2023) it is reasonably expected that a large amount of the 2023 Service Charges would have been unspent. The landlord is under an obligation to hand over all unspent sums to the RTM Company and also any reserve account or sinking fund.
Post take over, the Commonhold and Leasehold Reform Act 2002 Section 93 notice was served on the Landlord on 22 May 2023 requesting that the Landlord provide to the RTM company information which the RTM company reasonably requires in connection with the exercise of its right to manage:

- A copy of the buildings insurance policy and evidence of payment for the current year.
- Interim account for the period 1st January 2023 to 21st April 2023.
- Details of any surplus monies held on account of service charges.

The Landlord should have complied with the notice within 28 days of the notice being served. To date they have neither acknowledged nor responded to Section 93 notice nor have they handed over unspent sums.

As a result of the above, the RTM Company has found itself in a difficult position as the hand-over of monies and pertinent information in connection with the exercise of its right to manage has not been provided by the Landlord"
Details were provided, and estimated calculations made, in respect of the accrued uncommitted service charges due have been repaid to Messrs Zaoral and Bahadur or paid to RTM Co under the provisions set out in section 94 of the 2002 Act.
It was stated "The amount payable to the Landlord going forward should be limited to the ground rent of £37.50.....On 8th March 2023, a letter was received from the mortgage provider *(for Mr Zaoral)* advising that they would be paying the Landlord's service charges of £6,678.51. This amount has been added to the mortgage balance and has resulted wrongfully in increased interest payments. It is worth reemphasising yet again that the RTM took over on the 21 April 2023. The amount of £6,678.51 is wholly unjustifiable given the timeframe in which the RTM Company took over as well as the additional burden of increased interest charges imposed as a result of the actions of the Landlord".

Assethold's submissions (or more correctly the lack of them)

10. Despite reminders, and the warnings as the consequences of non-compliance with the Tribunal's Directions and Order, Assethold has not provided any evidence, submissions, or substantive response to the Application.

The relevant legislation

11. Section 21B of the Landlord and Tenant Act 1985 ("the 1985 Act") states: –
"(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...."

12. The regulations prescribing the requirements as to the form and contents of the summary are Service Charges (Summary of Rights and Obligations, and Transitional Provision) (England) Regulations 2007, SI 2007/1257 ("the Service Charge Demand regulations").

13. Regulation 3 of the Service Charge Demand regulations states: –
"Where these Regulations apply the summary of rights and obligations which must accompany a demand for the payment of a service charge must be legible in a typewritten or printed form of at least 10 point, and must contain –".
It thereafter sets out the prescribed title and statements that must be contained.

14. Sections 93 and 94 of the 2002 Act read as follows: –

"93 Duty to provide information

(1) Where the right to manage premises is to be acquired by a RTM company, the

company may give notice to a person who is—

(a) landlord under a lease of the whole or any part of the premises,

(b) party to such a lease otherwise than as landlord or tenant, or

(c) a manager appointed under Part 2 of the 1987 Act to act in relation to the premises, or any premises containing or contained in the premises,

requiring him to provide the company with any information which is in his possession or control and which the company reasonably requires in connection with the exercise of the right to manage.

(2) Where the information is recorded in a document in his possession or control the notice may require him—

(a) to permit any person authorised to act on behalf of the company at any reasonable time to inspect the document (or, if the information is recorded in the document in a form in which it is not readily intelligible, to give any such person access to it in a readily intelligible form), and

(b) to supply the company with a copy of the document containing the information in a readily intelligible form.

(3) A notice may not require a person to do anything under this section before the acquisition date.

(4) But, subject to that, a person who is required by a notice to do anything under this section must do it within the period of 28 days beginning with the day on which the notice is given.

94 Duty to pay accrued uncommitted service charges

(1) Where the right to manage premises is to be acquired by a RTM company, a person who is—

(a) landlord under a lease of the whole or any part of the premises,

(b) party to such a lease otherwise than as landlord or tenant, or

(c) a manager appointed under Part 2 of the 1987 Act to act in relation to the premises, or any premises containing or contained in the premises,

must make to the company a payment equal to the amount of any accrued uncommitted service charges held by him on the acquisition date.

(2) The amount of any accrued uncommitted service charges is the aggregate of—

(a) any sums which have been paid to the person by way of service charges in respect of the premises, and

(b) any investments which represent such sums (and any income which has accrued on them),

less so much (if any) of that amount as is required to meet the costs incurred before the acquisition date in connection with the matters for which the service charges were payable.

(3) He or the RTM company may make an application to [the appropriate tribunal] to determine the amount of any payment which falls to be made under this section.

(4) The duty imposed by this section must be complied with on the acquisition date or as soon after that date as is reasonably practicable."

The Tribunal's findings, reasons and conclusions

15. The Tribunal began with a general review of the papers to decide whether the case could be dealt with properly without holding an oral hearing. Rule 31 of the Procedure Rules allows this provided that the parties give their consent (or do not object after a paper determination is proposed).

16. Neither party has requested an oral hearing, and the Tribunal is satisfied that this matter is suitable to be determined without one. The issues are clearly identified, and the documentation provides clear and obvious evidence of its contents. It has not been challenged, and the Tribunal finds no reason to doubt the detail contained.

17. The relevant law is clearly and succinctly stated in sections 93 and 94 of the 2002 Act. A landlord must provide the information about service charges that an RTM company might reasonably require in connection with its exercise of the right to manage. In addition, the landlord is obliged to handover to the RTM company any accrued uncommitted service charges at the acquisition date.

18. In addition to the facts identified in the timeline and set out in paragraph 8, the Tribunal has made the following further findings. Where factual matters might be in issue, it applied the standard of proof required in noncriminal proceedings, being the balance of probabilities.

- Assethold is identified in its own service charge accounts, estimates and demands as the landlord of the premises and must therefore be assumed to be the appropriate respondent;
- Assethold and Eagerstates have the same registered office. Both have the same directors and company secretary;
- the 2002 Act provides for the acquisition of the right to manage leasehold premises on a no-fault basis; the right is acquired if procedural steps are correctly taken and there is no evidence in this case that they have not been;
- the Claim Notice was not challenged, and RTM Co acquired the right to manage 106 Coltman Street on 21 April 2023 ("the acquisition date");
- the exhibited accounts are said to be accurate and certified by Eagerstates;
- but, no documents have been provided in support;
- none of the exhibited service charge demands comply with the Service Charge Demand regulations. The Service Charge Demand regulations are very clear and have existed in their present form for over a decade. They do not allow for partial compliance. Regulation 3 explicitly confirms that the summary which must accompany a demand for payment *must* contain the prescribed statements. Parts of the form of summary repeatedly used by Assethold are not properly legible, contain inaccuracies, are confusingly laid out, and are misleading in their content;
- consequently, and as confirmed by section 21B of the 1985 Act, Messrs Zaoral and Bahadur were entitled to withhold payment of all the service charges that had been demanded, and any provisions in their leases relating to non or late payment were ineffective;
- it further follows that, without the service charges having been properly demanded, the use of Debt Recovery Agency to claim £6678.51 from Mr Zaoral's mortgage provider, the Birmingham Midshires, was wholly unjustified;
- such monies must be returned;
- Assethold is also in clear and continuing breach of section 93 of the 2002 Act and has been since 20 June 2023. Section 93(4) required compliance within 28 days of the section 93 Notice. This breach has become ever more egregious as time has gone on without it being rectified;

- in the absence of any proper response or evidence from Assethold the Tribunal has come to the inescapable conclusion that it is prevaricating and is unwilling and/or unable to provide the required information;
- Assethold has not provided any proper response to the Application;
- it has been consistently in breach of its duty to assist the Tribunal. Rule 3(4) of the Procedure Rules places an important onus on the parties themselves, and a positive obligation to help the Tribunal to further its overriding objective, and to co-operate with it generally. This also requires cooperation with the other party in any application;
- Assethold has had multiple opportunities to state its case and comply with the Tribunal's Directions but has chosen not to do so. It is provided nothing to contradict the RTM Co's submissions, which the Tribunal is clearly entitled to believe, and does.

19. The Tribunal's task, in this case, is to compute and determine the amount of any accrued uncommitted service charges due to have been handed over to the RTM Co on 21 April 2023.

20. Due to Assethold's non-cooperation with both the Tribunal and the RTM Co, and the continuing breach of its duty under section 93 of the 2002 Act to provide information, access to and proper copies of relevant documents, the Tribunal is forced to begin its analysis of the exhibited accounts by having to take some figures listed in those accounts at face value. (For the avoidance of any doubt, it is emphasised that this must not be construed as indicating that the Tribunal is in any way satisfied that such figures are correct or that such costs are reasonable or payable).

21. The accounts issued by Assethold acting through Eagerstates refer to Messrs Zaoral and Bahadur each being due to pay 50% of the annual charges, payable half yearly in December and June based on the estimated accounts for the forthcoming year. The exhibited papers include what are referred to as "accurate" service charge accounts for 2022 and 2023 as well as estimates for 2023 and, somewhat extraordinarily given that Assethold lost the right to manage the premises on 21 April 2023, for 2024.

22. The Tribunal has identified from the accounts references to the following: –
- Mr Zoaral, the owner of Flat 1, having a debit balance in December 2022 of £378.29 **[1]** (with it noted the "accurate" year-end balance due from him was £2458.49 and that Assethold had previously received £2080.20 on account)
- Mr Bahadur, the owner of Flat 2, having a debit balance in December 2022 of £293.75 **[2]** (with it noted the "accurate" year-end balance due from him was £2458.49 and that Assethold had previously received £2164.78 on account).

23. Assethold has made no attempt to furnish either the RTM Co or the Tribunal with a proper account for the period from 1 January 2023 to the acquisition date of 21 April 2023. Instead, in December 2023, over 7½ months after the acquisition date and more than 5 months after it should have complied with the section 93 Notice, Eagerstates issued what it referred to as an "accurate" service charge account for the whole of 2023 (the "2023 account").

24. When studying the 2023 account, the Tribunal reminded itself of the helpful advice given by Lord Tyson MR in the Court of Appeal in *Burr v OM Property Management Ltd[2013] EWCA Civ 479* when considering the question of when costs can be said to have been "incurred" in relation to the 1985 Act. In that case he said at [11] "*as a matter of ordinary language, there is an obvious difference between a liability to pay and the incurring of costs… a liability must crystallise before it becomes a cost"* and at [15] *"…costs are not "incurred"…. on the mere provision of services or supplies to the landlord or management company".* For costs to have been incurred they must either have been quantified or crystallised by the presentation of an invoice (or other demand for payment) or the making of a payment.

25. The Tribunal next reviewed each of the items listed in the 2023 account being:-

	£
Insurance April 2023/2024+ Brokers fee	2113.38
Common parts Electricity	1235.77
Bin Cleaning	240.00
Chimney Stack works as per section 20 notices	7688.88
Decorate fire cupboard	474.00
Front door redecorate	498.00
Surveyors for insurance purposes	1074.00
Signs for Fire Health & Safety	144.00
Management Fee December 2022/2023	604.80

26. In so doing, it noted that RTM Co confirmed in its statement of case that the chimney works had still to be undertaken when they were invoiced to the flat owners (being in December 2022 as part of the on account service charge demand made at the same time) and also that "no repairs were communicated by Eagerstates for the period 1 January 2023 to 21 April 2023". These statements have not been disputed or responded to by Assethold. The Tribunal accepts RTM Co's confirmations, and without any proper evidence to support the inclusion in the 2023 account of a charge for Chimney Stack works, the Tribunal finds that these charges were not incurred.

27. For the same reasons, and with no evidence works of being done, invoiced, or paid for, the Tribunal also finds that the charges included in the 2023 account under the headings "decorate fire cupboard", "front door decorate", "signs for fire health and safety" and "surveyors for insurance purposes" were not incurred before the acquisition date. Assethold has provided no supporting evidence, preferring to ignore the mandatory requirements set out in section 93 of the 2002 Act.

28. It is noted in passing that the inclusion in the 2023 account of a charge for an insurance valuation, first mentioned to the flat owners only after the acquisition date, appears to be a blatant attempt to wrongly misappropriate trust monies. Similar comments can be made as regards the issue of service charge demands in December 2023 including provision for costs in 2024. Assethold knew from 20 January 2023 (the deadline date set for any counter notice to the Claim Notice) onwards that RTM Co would automatically acquire the right to manage the premises on 21 April 2023. The legislation clearly envisages that it should have used the intervening period

before the acquisition date to the able to properly comply with the mandates of section 93 in a timely fashion. It chose not to do so.

29. The Tribunal accepts that it is possible that the costs of an insurance premium and brokers fee referred to in the 2023 account may have been incurred before 21 April 2023, and for that reason has allowed figure to remain as part of its provisional calculations. It does so, but subject only to Assethold providing forthwith sufficient evidence of invoices or payments prior to the acquisition date and of cover actually having been effected with an appropriate policy specifically referring to the premises. If it does not, or cannot, do so, the sum referred to in the 2023 account of £2113.38 **[4]** will need to be added to the Tribunal's determination of the figure for uncommitted service charge payments.

30. The Tribunal accepts that some electricity will have been used by the common parts within the premises between 1 January and 21 April 2023, and also that there should be an apportionment of the annual management charges to cover the same period. Any charge for cleaning the normal domestic bins evidenced in the Street view photographs must be highly dubious. Nevertheless, for the present purposes, the Tribunal has decided to allow and apply a pro-rata figure based on a daily apportionment to each of the annual figures for these 3 items as referred to in the 2023 account **[5]**.

31. Having made findings of fact as to the costs incurred before the acquisition date, the Tribunal next calculated the sums paid by or collected from Messrs Zaoral and Bahadur in the period between the issue of the 2022 account in December 2022 and the acquisition date of 21 April 2023. All such monies should have been held by Assethold in trust and in a designated account to comply with sections 42 and 42A of the Landlord and Tenant Act 1987.

32. Mr Bahadur has confirmed that he paid £1722.23 **[6]** to Assethold on 28 December 2022 (after receipt of the 2002 account). This has not been disputed. The Tribunal finds as a fact that he did so.

33. Mr Zaoral has confirmed £6678.51 **[7]** was claimed and paid from his mortgage account in March 2023. This is supported by letters from the Birmingham Midshires. It has not been disputed by Assethold. The Tribunal accepts the payment as a fact. For the reasons already stated such monies must be repaid.

34. Bringing its various findings together the Tribunal has been able to compute the amount of the payment which falls to be made by Assethold to RTM Co under section 94 of the 2002 Act, and as follows: –

Reconciliation	**for Mr Zaoral's Account for Flat 1**	**for Mr Badahur's Account for Flat 2**	**Total due to RTM Co**
Monies paid in from December 2022 to 21 April 2023	£6678.51 **[7]**	£1722.23 **[6]**	
Less debit balances referred to in the 2022 accounts	£378.29 **[1]**	£293.75 **[2]**	

Less each Flat owners 50% share of the following annual costs taken from the 2023 account apportioned on a daily basis i.e. by applying a factor of 110/365 to: Common parts electricity – £1235.77 Bin cleaning – £240 Management fees – £604.80 **[5]**	 £186.21 £36.16 £91.13	 £186.21 £36.16 £91.13	
Balances due from Assethold	£5986.72	£1115.73	**£7102.25** (subject to the Notes 1 & 2)

Note 1: the figure of £2113.38 **[4]** shown in the 2023 accounts "Insurance 2023/2024 + Brokers fee" must be added to the sum shown unless Assethold is able to provide receipted invoices showing that such costs were invoiced or paid before 21 April 2023 and a copy of the appropriate insurance policy document confirming that cover was put in place.

Note 2: the total due to RMT Co has been computed the assumption that the figure of £4598.22 shown in the 2023 accounts as having been received into Mr Zaoral's account for Flat 1 was part of the £6678.51 wrongly removed from his mortgage account with Birmingham Midshires. If that assumption is incorrect, £4598.22 should be added to the monies due to be paid by Assethold to RTM Co.

Reimbursement of fees

35. Rule 13 of the Procedure Rules and in particular subparagraphs (2) and (3) confirm that the Tribunal is able, on its own initiative, to order one party to reimburse the whole or any part of the fees paid to it in respect of an application.

36. Due to Assethold's egregious behaviour, the Tribunal has had no hesitation in making an order for it to reimburse RTMCo's application fee of £100.

Application for costs

37. Rule 13 also sets out how and when an application for costs may be made. The relevant extracts are reproduced in the following Schedule. The Upper Tribunal case of *Willow Court Management Company (1985) Limited v Alexander [2016] UKUT 0290 (LC)* provides useful advice as to how such any such application should be addressed by the Tribunal.

The Schedule

Extracts from the Procedural Rules

Rule 3.— Overriding objective and parties' obligation to co-operate with the Tribunal

(1) The overriding objective of these Rules is to enable the Tribunal to deal with cases fairly and justly.
(2) Dealing with a case fairly and justly includes—
(a) dealing with the case in ways which are proportionate to the importance of the case, the complexity of the issues, the anticipated costs and the resources of the parties and of the Tribunal;
(b) avoiding unnecessary formality and seeking flexibility in the proceedings;
(c) ensuring, so far as practicable, that the parties are able to participate fully in the proceedings;
(d) using any special expertise of the Tribunal effectively;
(e) avoiding delay, so far as compatible with proper consideration of the issues.
(3) The Tribunal must seek to give effect to the overriding objective when it—
(a) exercises any power under these Rules; or
(b) interprets any rule or practice direction.
(4) Parties must—
(a) help the Tribunal to further the overriding objective; and
(b) co-operate with the Tribunal generally.

.....

Rule 9.— Striking out a party's case

(1) The proceedings or case, or the appropriate part of them, will automatically be struck out if the applicant has failed to comply with a direction that stated that failure by the applicant to comply with the direction by a stated date would lead to the striking out of the proceedings or that part of them.
(2) ...
(3) The Tribunal may strike out the whole or a part of the proceedings or case if—
(a) the applicant has failed to comply with a direction which stated that failure by the applicant to comply with the direction could lead to the striking out of the proceedings or case or that part of it;
(b) the applicant has failed to co-operate with the Tribunal such that the Tribunal cannot deal with the proceedings fairly and justly;
(c) the proceedings or case are between the same parties and arise out of facts which are similar or substantially the same as those contained in a proceedings or case which has been decided by the Tribunal;
(d) the Tribunal considers the proceedings or case (or a part of them), or the manner in which they are being conducted, to be frivolous or vexatious or otherwise an abuse of the process of the Tribunal; or
(e) the Tribunal considers there is no reasonable prospect of the applicant's proceedings or case, or part of it, succeeding.
(4) The Tribunal may not strike out the whole or a part of the proceedings or case under paragraph (2) or paragraph (3)(b) to (e) without first giving the parties an opportunity to make representations in relation to the proposed striking out.
(5) If the proceedings or case, or part of them, have been struck out under

paragraph (1) or (3)(a), the applicant may apply for the proceedings or case, or part of it, to be reinstated.
(6) An application under paragraph (5) must be made in writing and received by the Tribunal within 28 days after the date on which the Tribunal sent notification of the striking out to that party.
(7) This rule applies to a respondent as it applies to an applicant except that—
(a) a reference to the striking out of the proceedings or case or part of them is to be read as a reference to the barring of the respondent from taking further part in the proceedings or part of them; and
(b) a reference to an application for the reinstatement of proceedings or case or part of them which have been struck out is to be read as a reference to an application for the lifting of the bar on the respondent from taking further part in the proceedings, or part of them.
(8) If a respondent has been barred from taking further part in proceedings under this rule and that bar has not been lifted, the Tribunal need not consider any response or other submission made by that respondent, and may summarily determine any or all issues against that respondent.

.....

Rule 13.— Orders for costs, reimbursement of fees and interest on costs

(1) ..... Tribunal may make an order in respect of costs only—
(a) under section 29(4) of the 2007 Act (wasted costs) and the costs incurred in applying for such costs;
(b) if a person has acted unreasonably in bringing, defending or conducting proceedings [;][2][...][2]
(c) in a land registration case [, or][3]
[
(d) in proceedings under Schedule 3A to the Communications Act 2003 (the Electronic Communications Code)[5] including proceedings that have been transferred from the Upper Tribunal.
.....
(2) The Tribunal may make an order requiring a party to reimburse to any other party the whole or part of the amount of any fee paid by the other party which has not been remitted by the Lord Chancellor.
(3) The Tribunal may make an order under this rule on an application or on its own initiative.
(4) A person making an application for an order for costs—
(a) must, unless the application is made orally at a hearing, send or deliver an application to the Tribunal and to the person against whom the order is sought to be made; and
(b) may send or deliver together with the application a schedule of the costs claimed in sufficient detail to allow summary assessment of such costs by the Tribunal.
(5) An application for an order for costs may be made at any time during the proceedings but must be made within 28 days after the date on which the Tribunal sends—
(a) a decision notice recording the decision which finally disposes of all issues in the proceedings; or
(b) notice of consent to a withdrawal under rule 22 (withdrawal) which ends the proceedings.

(6) The Tribunal may not make an order for costs against a person (the "paying person") without first giving that person an opportunity to make representations.

(7) The amount of costs to be paid under an order under this rule may be determined by—

(a) summary assessment by the Tribunal;

(b) agreement of a specified sum by the paying person and the person entitled to receive the costs (the "receiving person");

(c) detailed assessment of the whole or a specified part of the costs (including the costs of the assessment) incurred by the receiving person by the Tribunal or, if it so directs, on an application to a county court; and such assessment is to be on the standard basis or, if specified in the costs order, on the indemnity basis.

(8) The Civil Procedure Rules 1998, section 74 (interest on judgment debts, etc) of the County Courts Act 1984 and the County Court (Interest on Judgment Debts) Order 1991 shall apply, with necessary modifications, to a detailed assessment carried out under paragraph (7)(c) as if the proceedings in the Tribunal had been proceedings in a court to which the Civil Procedure Rules 1998 apply.

(9) The Tribunal may order an amount to be paid on account before the costs or expenses are assessed.

.....

31.— Decision with or without a hearing

.....

(2) The Tribunal need not hold a hearing if consent to proceeding without a hearing has been given by—

(a) each party; and

(b) each other person who has been sent a notification as being entitled, invited or permitted to attend the hearing.

(3) For the purposes of paragraph (2) a party or other person shall be taken to have consented if—

(a) the Tribunal has given that party or other person not less than 28 days' notice [or, in an unresponsive grantor case, not less than 14 days' notice,] of its intention to dispose of the proceedings without a hearing, and

(b) no objection has been received from that party or other person within that time,

except that the Tribunal may regard such a party or other person as having consented upon shorter notice in urgent or exceptional circumstances.

(4) The Tribunal may in any event dispose of proceedings without a hearing under rule 9 (striking out a party's case) or under rule 39(4) (implementation of court order in land registration cases).