FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AH/LSC/2024/0361**
Property	**:**	**Flat 4, 37 Reddown Road, Coulsdon, CR5 1AN**
Applicant	**:**	**Mr Samuel Picariello**
Representative	**:**	**In person**
Respondent	**:**	**Silver Post Limited (BVI) (1)** **PB Construction Ltd (2)**
Representative	**:**	**Mr Wareing**
Type of application	**:**	**For the determination of the liability to pay service charges under section 27A of the Landlord and Tenant Act 1985**
Tribunal members	**:**	**Mr Charles Norman FRICS Valuer Chairman** **Ms Bygrave MRICS**
Venue	**:**	**10 Alfred Place, London WC1E 7LR**
Date of hearing	**:**	**17 March 2025**
Date of decision	**:**	**13 June 2025**

DECISION

Decisions of the Tribunal

(1) The Tribunal determines that the amount of service charges payable by the applicant is nil.

(2) The Tribunal determines that the amount of administration charges payable by the applicant is nil.

(3) The Tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 that the respondents may not recover any costs in connection with this application and hearing through the service charge.

(4) The Tribunal makes an order under Paragraph 5A Schedule 11 of the Commonhold and Leasehold Reform Act 2002 such that the respondents may not recover any costs in connection with the application and hearing as an administration charge under the applicant's lease.

(5) The Tribunal orders that the respondents shall repay to the applicant his application and hearing fee within 28 days such liability to be joint and several.

The application

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") as to the amount of service charges payable to the Respondent in respect of the period 19 June 2020 and 24 May 2024. He also seeks orders under section 20C of the 1985 Act and Para 5A Sch. 11 of the Commonhold and Leasehold Reform Act 2002.

2. The amount initially in dispute was £5,432.40. On or about 14 November 2024 the sums demanded by the landlord increased to £37,222.40, all of which were disputed by the applicant.

The hearing

3. The Applicant appeared in person at the hearing. The second respondent, which acted as managing agent, (see below) was represented by Mr Peter Wareing, a Legal Consultant.

The background

4. This was set out in the Further Directions of 3 February 2025 (Tribunal Judge Latham) as follows:

(1) On 17 August 2024, the applicant issued this application seeking a determination under section 27A of the Landlord and Tenant Act 1985 as to whether service charges are payable and under Schedule 11 to the Commonhold and Leasehold Reform Act 2002 as to whether administration charges are payable. The Applicant also seeks an order for the limitation of the landlord's costs in the proceedings under section 20C of the Landlord and Tenant Act 1985 and an order to reduce or extinguish the tenant's liability to pay an administration charge in respect of litigation costs, under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.

(2) The application relates to Flat 4, 37 Reddown Road, CR5 1AN. This is a two-bedroom flat on the first floor of a self-contained house. The lease was granted by Silver Post Limited (BVI) a limited company incorporated in the British Virgin Island. The lease gives 34 Buckingham Palace Road, London, SW1W 0RH as the address for service. The tenant covenants to pay a service charge contribution of 15%.

(3) Between 19 June 2020 and 24 May 2024, the Applicant was the tenant of the flat pursuant to a lease dated 21 February 2019. The Applicant states that during his period as a tenant, he received no service charge demands.

(4) The Applicant issued his application against the First Respondent whom he believed to be his landlord. He specified 34 Buckingham Palace Road, London, SW1W 0RH as the landlord's address and richardson_kai@yahoo.com as its email address.

(5) The background to this application is that in early 2024, the Applicant was planning to sell his flat. Taylor Rose, Solicitors, acted for him. The issue arose as to whether there were any outstanding service charges that were payable. On 17 May 2024, the Second Respondent (Mr Kai Richardson) sent Mr Bailey Winyard as short email in these terms: Dear Bailey, the amount due since purchase in 2020 calculated up to the 24th May 2024 comes to £5,432.40p. Thank you".

(6) The Applicant disputed the sums demanded. On 24 May 2024, he completed the assignment of his lease.

(7) On 12 June 2024, the Second Respondent sent the Applicant five PDF documents with unexplained figures not including any of the following: name and address of the landlord, summary of rights and obligations for service

charges and administration charges, and no proof of costing. This is the basis of the current application. The Tribunal notes that the sums claimed by the landlord total £6,255.

(i) Accounts between 19.6.20 to 31.12.20: Buildings Insurance £134.52;Maintenance and Administration £ 50.00; Fire Safety £60.00; Wifi £60.00; Roof Replacement contribution capped at £1800.00; Electricity usage at Flat 4 capped at £200.00. Overall total payable for 2020: £2,300.

(ii) Accounts between 1.1.21-31.12.21: Buildings Insurance £274.52; Maintenance and Administration £100.00; Fire Safety £120.00; Wifi £120.00; Electricity usage for Flat 4 £480.00; Locksmith £45.00. Overall total payable for 2021: £1,125.

(iii) Accounts between 1.1.22-31.12.22: Building Insurance £296.74; Maintenance and Administration £100.00; Fire Safety £120.00; Wifi £120.00; Electricity usage for Flat 4 £540.00. Overall total payable for 2021: £1,140.

(iv) Accounts between 1.1.23-31.12.23: Building Insurance £ 324.52; Maintenance and Administration £100.00; Fire safety £120.00; Wifi £120.00; Electricity usage for Flat 4 £600.00. Overall total payable for 2023: £1,200.

(v) Accounts between 1.1.24-31.3.24: Building Insurance £91.63; Maintenance and administration £30.00; Fire safety £30.00; Wifi £30.00; Doorbell entry phone repair work £40.00; Electrical upgrading to latest Building regs £150.00; Electrical Usage for Flat 4 capped at £150.00. Overall total payable for 2024: £490.

(8) On 2 October 2024, the Tribunal issued standard Directions on the papers. The case was set down for hearing on 17 March 2025. By 13 November 2024 the First Respondent was directed to send to the tenant by email copies of all relevant service charge accounts and estimates for the years in dispute, together with all demands for payment of service charges and details of any payments made.

(9) On 13 November 2024, the Second Respondent (Mr Kai Richardson) wrote to the Tribunal in these terms:

"Firstly, may I point out that the correct respondent for LON/OOAH/LSC/2024/0361 are PB Construction (managing agents) and not the erstwhile Freehold Company and all communications for PB Construction as the respondents should be electronic via this email address.

Secondly, in relation to the debts owed by Mr Samuel (Derek) Picariello, these are as follows: Re-roofing of Flat 4, 37 Reddown Road, Coulsdon CR5 1AN at the leaseholder Mr Picariello's request using the leaseholder's nominated contractors:

(i) £12,160 re-roofing of Flat 4, 37 Reddown Road carried out by Colin's Roofing of The Cottage, Reddown Road CR5;

(ii) £4,880 associated scaffolding works for Roofing Contractor access to the roof area for Flat 4;

(iii) £5,432.40p electricity usage by Flat 4, 37 Reddown Road between the 19th June 2020 and the 24th May 2024;

(iv) £2,350 ordinary service charges comprising of buildings insurance, maintenance, fire safe, Wi-Fi broadband, locksmith and entryphone maintenance etc;

(v) £12,400 late fees payable at £10 per day since Jan 1st 2021;

Namely, an aggregate total of £37,222.40p of unpaid debts by Mr Samuel (Derek) Picariello relating to unpaid service charges and late fees upon Flat 4, 37 Reddown Road, Coulsdon CR5 1AN excluding late payment charges and interest accruing after the 24th May 2024."

The First Respondent did not serve any service charge demands. No service charge accounts were provided for the building.

(10) On 14 November 2024, the Applicant wrote to the Tribunal seeking advice on how to proceed. The sum that the landlord had asserted was payable had increased from £5,432.40 to £37,222.40. The Applicant denied that lawful demands had been made for these payments. He disputed that the landlord had complied with the statutory consultation procedures.

(11) In the light of this correspondence, Judge Martynski set the matter down for a Case Management Hearing on 20 December. This was heard by Judge Latham. Mr Picariello appeared in person, assisted by Rebecca Cawthorne. Mr Peter Wareing appeared on behalf of the First Respondent.

(12) Mr Wareing stated that the application had been issued against the wrong respondent. It should rather have been issued against the Second Respondent. Judge Latham rejected this argument on the basis that the Second Respondent was the mere agent of the landlord. There was no suggestion that the First Respondent no longer held the freehold interest.

(13) Judge Latham directed the First Respondent by 17 January 2025 to email to the tenant copies of all relevant service charge accounts and estimates for the years in dispute, together with all demands for payment of service charges (including any summary of rights and obligations) and details of any payments made. The landlord should provide an explanation as to how the demand for service charges had increased from £5,432.40 to £37,222.40. In so far as any relevant costs were incurred more than 18 months before the demand for payment was served, the landlord should address the impact of section 20B of the Act.

(14) On 17 January 2025, the Second Respondent emailed to the tenant a number of documents. Mr Kai Richardson notified the tribunal that the correct respondent was "PB Construction Limited (managing agents) and not the erstwhile Freehold Company that sold the property in 2022". Mr Richardson does not identify the current freeholder and it is unclear whether he is asserting that the Second Respondent now holds the freehold interest or is the managing agent for the new freeholder. The Tribunal notes that Companies House records that PB Construction Limited was dissolved on 13 February 2024. In his application form, the Applicant highlights the decision of the tribunal in 57 Lansdowne Lane, SE7 8TN (LON/00AL/LSC/2020/0091) which also involved this Company.

(15) The Second Respondent restates that the sum owing is £37,222.40. In addition to the five statements for 2020, 2021, 2022, 2023 and 2024 which had already been disclosed, three further documents were disclosed:

(i) "S20_Roofwork_Flat4_requested_by_Leaseholder.pdf": which purports to be a Section 20 Compliance Notice dated 1 July 2020;

(ii) "F4_S20_Demand_31Oct2020.pdf" which purports to be a demand for payment dated 31 October 2020;

(iii) "37_F4_Accounts2024.pdf" which purports to be an undated service charge demand with a summary of Rights and Obligations.

(16) […]

(17) There are a range of issues that the tribunal will need to consider which include the following:

- the identity of the relevant landlord;
- the status of the Second Respondent;
- whether the tenant was notified of any change of landlord;
- whether lawful demands have been made for the payment of the service charges and administration charges in dispute;
- whether the landlord has complied with the consultation requirement under section 20 of the 1985 Act;
- whether the costs are payable by reason of section 20B of the 1985 Act;
- whether the service charges and administration charges in dispute are reasonable and payable pursuant to the terms of the lease;
- whether an order under section 20C of the 1985 Act and/or paragraph 5A of Schedule 11 to the 2002 Act should be made;
- whether an order for the reimbursement of application/hearing fees should be made.

Procedural Issues

5. Prior to the hearing the Tribunal had directed the applicant to provide office copy entries for the freehold title, which were supplied.

6. At the start of the hearing, it emerged that the respondent had intended to submit its bundle in two parts. The first part of 22 pages had been received by the Tribunal. The second part was not in evidence. Having checked the matter with the case officer the Tribunal found that part 2 of the bundle had not been received. There was no application for an adjournment. The Tribunal decided that the hearing should proceed based on the served bundles. Further, the respondents relied on a deed of variation which they asserted imposed an administration charge of £10 per day for late payment. That document was not included in any bundle before the Tribunal which therefore disregards it (see further below).

The applicant's case

7. The Applicant's statement of case was verified by a statement of truth and treated as a witness statement by the Tribunal. The Applicant was cross-examined. The applicant annexed extensive exhibits of documentary evidence. His evidence may be summarised as follows. The demands were invalid and did not comply with legal requirements. The first demand for £5432.40 was only issued in connection with sale of the flat. Its form was a one-line email sent to his solicitors. This did not comply with legal requirements, so further documentation was sought. Section 20B was not complied with. On 12 June 2024, post completion, Kai Richardson sent an email with 5 PDF documents [69-73][1]. The demands exceeded the 18-month time limit and omitted the name and address of the landlord, a summary of the rights and obligations for service charges, and administration charges or any proof of expenditure. On 13 November 2024 the landlord increased the demand to £37,222.40 without any accounts or explanation. No accounts, invoices estimates or information has been provided. This is confirmed by other witnesses [see below].

8. Roof costings from 2019 were supposedly capped at £1600[2] according to a service charge demand sent post sale [69]. The respondent was now demanding £12,160 for C. Boxall Roofing, plus £4880 for scaffolding. These costs were not payable for several reasons. No section 20 consultation was ever carried out. The letters to the Tribunal from Mr Kai Richardson on 17 January 2025 appear to be fabricated, based on the applicant's analysis of metadata from the pdf file. A "Major Works Service Charge Demand" dated 31 October 2020 [75] had never been received by the applicant [prior to the litigation]. The costs are

[1] Square brackets denote bundle page numbers

[2] The document states the capped figure at £1800

unreasonable and unquantified. The landlords name and address are omitted as are the leaseholders' rights and obligations notice. The applicant exhibited several further documents relating to the roof, including extensive photographs. In addition, he exhibited a signed and witnessed letter from Mr Boxall dated 3 February 2025. In that letter Mr Boxall stated that this was a partial roof replacement contrary to the work advised of a full replacement. The work was refused by Mr Jay Williams of PB Construction. No paperwork was produced. The managing agent sought payment in cash to avoid tax. The job carried out would cost no more than £3000 for labour. C. Boxall Roofing was not responsible for the scaffolding. A VAT invoice for roofing materials was provided totalling £2,300 [93].

9. The respondent claimed £5,432.44 for the applicant's electricity as against the original request for £1,970. The electricity charge was unreasonable and invalid for the following reasons. The supply has not been registered with UK Power Networks [UKPN] or divided lawfully [within the building]. The applicant exhibited a final notice from Ovo electricity dated 18 September 2024 for £5963.08. He also exhibited a letter addressed to the occupier of Flat 4, 37 Reddown Rd from UKPN stating that the supply of electricity was being taken without authority. The premises were connected via an unregistered meter. The applicant also submitted that the vendors had agreed, prior to his purchase of the flat that until smart meters could be installed, electricity would be managed by the company. This was supported by an email from the applicant's solicitors. Further, there was no evidence as to how the electricity charges were calculated or divided between flats. The figures were arbitrary. The applicant had attempted to have smart meters installed twice but this could not be progressed as the leaseholders are not entitled to give consent to structural work.

10. The late payment fee of £12,400 was unreasonable and invalid. The applicant had never been issued with a valid service charge demand during his time at the property. The lease makes provision for late payment at 4% per annum at clause 5.4. It does not set out any alternative basis for an administration charge.

11. The reference to "Standardised expenditure included within £50 PCM" as referred to in the incomplete service charge demands are invalid and unreasonable. This was said to cover buildings insurance, ground rent, maintenance and administration, fire safety and Wi-Fi. However there has never been a breakdown of the above categories. There has never been a fire safety check; there are no fire extinguishers or sprinklers, and no flats have fire doors. No insurance policy number has ever been provided. Maintenance has been carried out by the leaseholders. The applicant setup communal Wi-Fi in his name.

12. The respondent has remained elusive and provided no information regarding a sale of the freehold. An email dated 17 January 2025 from

Kai Richardson stated that the freehold had been sold in 2022. No notice of transfer had been sent to the leaseholders. According to recent service charge demand sent on 17 January 2025, the freehold is now owned by Hennessy Ltd BVI. Multiple documents appear to have been fabricated or edited. The respondents had acted against him since the week of his exchange to sell, by providing no valid demands, providing misleading and fabricated evidence and increasing the charge to £37,222.40. During the tenancy Mr Picariello never received a service charge demand. This also applied to other leaseholders. Neither he nor other leaseholders had received any section 20 consultation notices. The respondent had disregarded section 20B [of the Landlord and Tenant Act 1985]. It was unclear if the freehold had been sold but none of the leaseholders had received notification of any such sale. The status of PB Construction was unknown.

13. Mr Picarello called three of his former neighbours who had each given witness statements verified by statements of truth. Miss Georgina Waterman gave evidence fully supporting the applicant's case. She said that she moved into the property in April 2021. She had not been asked to pay maintenance fees. She was told that the company manages electricity until smart meters were fitted. The electricity meters were not registered. On 10 April 2023 she was advised that the freeholder was PB Construction. She has never been asked to pay any maintenance and service charges. She had chased for these and been told that this would happen in due course. Some maintenance is now carried out directly by the lessees.

14. Mr Felix Chappel stated that he had never received service charge demands. No consultation for major works has taken place. Ms Cummings and Mr Wright had provided a joint witness statement and Ms Cummings gave evidence. In summary, they were told after moving in that they would not pay service charges until all flats had been sold, but they had never received any service charge demands or other correspondence. No consultation had been carried out including in relation to the roofing works. No fire safety measures had been undertaken. Separate electricity meters have never been installed. They have never received any notification as to change of landlord.

The respondent's case

15. Mr Wareing produced a skeleton argument which may be summarised as follows. The service charge demands were hand delivered to the subject property in January each year. Mr Graham Carson had given a sworn statement to that effect. The applicant should know that service charges were payable. The roof works only benefited the applicant so he alone should pay for them. A sworn statement of Mr Kai Richardson explained that the roof repair was at the request of the applicant and carried out by a contractor nominated by the applicant. The consequential service charge demands were then put to the applicant. A

section 20 notice was also served. Section 20B was not relevant because service charge demands were made and in the alternative s20B(2) applied. As to electricity costs, the building has a central meter with a defined Meter Point Administration (MPAN) number to which are connected 6 sub-meters. The individual sub-meter allocated to Flat 4 led to a demand from OVO for £5,432.40. Late payment charges are provided for in the Deed of Variation dated 28 February 2019. This provided that for both a £10 daily charge for outstanding service charges and an additional interest charge of 10% above the Bank of England Rate. The second respondent has not been dissolved but is registered in the BVI. Mr Wareing was unable to assist the Tribunal as to the identity of the current freeholder.

Findings

16. The Tribunal found that the applicant was a credible witness and accepts his evidence, save for that in connection with metadata on documents, which required expert evidence. It also found all other witnesses for the applicant to be credible and accepts their evidence. No explanation was given for the non-attendance of the respondent's witnesses. The Tribunal gives no weight to the witness statement of Mr Richardson. That of Mr Carson was not before the Tribunal.

17. The Tribunal finds that the freeholder respondent was correctly identified as Silver Post (BVI) Ltd. It had never sent notice of change of landlord to the applicant. However, by 21.07.2023 at the latest, the freehold was vested in Michael, Son, Ford & Co. Limited (Co. Regn.No. 3796000) of 108 Overton Road, London SE2 9SE. Title number SGL241656. Therefore, by 20 July 2023 at the latest, Silver Post (BVI) Ltd were not entitled to serve further service charge demands arising after that date.

18. The Tribunal finds that PB Construction Ltd acted as managing agent for Silver Post (BVI) Ltd, being described as such, on service charge demands. However, there is no evidence that it acted for Michael, Son, Ford & Co. Limited.

19. On the title register, the Deed of Variation referred to above is noted only in relation to Flat 3. The Tribunal therefore finds that it does not apply to Flat 4.

20. The Tribunal finds that no service charge demands were delivered or sent to the applicant prior to the sale of Flat 4 on 24 May 2024. It finds that demands were subsequently served on 12 June 2024. None of the service charge demands comply with sections 47 and 48 of the Landlord and Tenant Act 1987 (see legal annex). No address for service in England and Wales has ever been provide to the Applicant, contrary to section 48. Contrary to section 47, no address for service in England and Wales has ever been given on service charge demands. Therefore the demands were

invalid. The Tribunal also finds that no section 20 consultation was ever carried out in relation to the roof. Section 20B also applies, but it is unnecessary for the Tribunal to consider this further.

21. Save for an invoice for roofing materials, no other invoices have been supplied so as to justify the demands. The electricity invoicing is entirely unsatisfactory as it conflates personal consumption by the lessees with common part usage. Only the cost of lighting common parts falls within the service charge liability under clause 3 and the Fifth Schedule of the lease. No apportionment of the total cost has been provided. Further, the meter had not been registered, and the supply was irregular.

22. The respondent's case on the roof repair costs is rejected. The roof is part of the structure and forms part of the Building as defined in the lease. Therefore, where liability has been established, the applicant is required under clause 3 and the Fifth Schedule to contribute only his proportion of proper costs under the lease, being 15% under. However, liability has not been established.

23. For all the above reasons the Tribunal finds that no service charges are payable by the applicant. It further finds that no administration charges for late payment are relevant or payable. In any event, it rejects the respondent's case that a £10 daily charge is payable, finding that the lease provides for 4% above Barclays Base Rate.

24. The Tribunal makes Orders under s20C and Para 5A Sch 11 as set out above. It also orders that the respondents must reimburse the applicant for his application and hearing fee within 28 days with such liability being joint and several.

Name: Mr Charles Norman FRICS **Date:** 13 June 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).

Appendix of relevant legislation

Landlord and Tenant Act 1985 (as amended)

Section 18

(1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent -

(a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and

(b) the whole or part of which varies or may vary according to the relevant costs.

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

(3) For this purpose -

(a) "costs" includes overheads, and

(b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 19

(1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period -

(a) only to the extent that they are reasonably incurred, and

(b) where they are incurred on the provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;

and the amount payable shall be limited accordingly.

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

Section 27A

(1) An application may be made to the appropriate Tribunal for a determination whether a service charge is payable and, if it is, as to -

(a) the person by whom it is payable,

(b) the person to whom it is payable,

(c) the amount which is payable,

(d) the date at or by which it is payable, and

(e) the manner in which it is payable.

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

(3) An application may also be made to the appropriate Tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to -

(a) the person by whom it would be payable,

(b) the person to whom it would be payable,

(c) the amount which would be payable,

(d) the date at or by which it would be payable, and

(e) the manner in which it would be payable.

(4) No application under subsection (1) or (3) may be made in respect of a matter which -

(a) has been agreed or admitted by the tenant,

(b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,

(c) has been the subject of determination by a court, or

(d) has been the subject of determination by an arbitral Tribunal pursuant to a post-dispute arbitration agreement.

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

Section 20

(1) Where this section applies to any qualifying works or qualifying long term agreement, the relevant contributions of tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have been either—

(a) complied with in relation to the works or agreement, or

(b) dispensed with in relation to the works or agreement by (or on appeal from) the appropriate Tribunal .

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

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

(4) The Secretary of State may by regulations provide that this section applies to a qualifying long term agreement—

(a) if relevant costs incurred under the agreement exceed an appropriate amount, or

(b) if relevant costs incurred under the agreement during a period prescribed by the regulations exceed an appropriate amount.

(5) An appropriate amount is an amount set by regulations made by the Secretary of State; and the regulations may make provision for either or both of the following to be an appropriate amount—

(a) an amount prescribed by, or determined in accordance with, the regulations, and

(b) an amount which results in the relevant contribution of any one or more tenants being an amount prescribed by, or determined in accordance with, the regulations.

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

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

Section 20B

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

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

Section 20C

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

(2) The application shall be made—

(a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to a county court;

(aa) in the case of proceedings before a residential property Tribunal, to that Tribunal;

(b) in the case of proceedings before a residential property Tribunal, to the Tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any residential property Tribunal;

(c) in the case of proceedings before the Upper Tribunal, to the Tribunal;

(d) in the case of arbitration proceedings, to the arbitral Tribunal or, if the application is made after the proceedings are concluded, to a county court.

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

Commonhold and Leasehold Reform Act 2002

Schedule 11, paragraph 1

(1) In this Part of this Schedule "administration charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable, directly or indirectly—

(a) for or in connection with the grant of approvals under his lease, or applications for such approvals,

(b) for or in connection with the provision of information or documents by or on behalf of the landlord or a person who is party to his lease otherwise than as landlord or tenant,

(c) in respect of a failure by the tenant to make a payment by the due date to the landlord or a person who is party to his lease otherwise than as landlord or tenant, or

(d) in connection with a breach (or alleged breach) of a covenant or condition in his lease.

(2) But an amount payable by the tenant of a dwelling the rent of which is registered under Part 4 of the Rent Act 1977 (c. 42) is not an administration charge, unless the amount registered is entered as a variable amount in pursuance of section 71(4) of that Act.

(3) In this Part of this Schedule "variable administration charge" means an administration charge payable by a tenant which is neither—

(a) specified in his lease, nor

(b) calculated in accordance with a formula specified in his lease.

(4) An order amending sub-paragraph (1) may be made by the appropriate national authority.

Schedule 11, paragraph 2

A variable administration charge is payable only to the extent that the amount of the charge is reasonable.

Schedule 11, paragraph 5

(1) An application may be made to the appropriate Tribunal for a determination whether an administration charge is payable and, if it is, as to—

(a) the person by whom it is payable,

(b) the person to whom it is payable,

(c) the amount which is payable,

(d) the date at or by which it is payable, and

(e) the manner in which it is payable.

(2) Sub-paragraph (1) applies whether or not any payment has been made.

(3) The jurisdiction conferred on the appropriate Tribunal in respect of any matter by virtue of sub-paragraph (1) is in addition to any jurisdiction of a court in respect of the matter.

(4) No application under sub-paragraph (1) may be made in respect of a matter which—

(a) has been agreed or admitted by the tenant,

(b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,

(c) has been the subject of determination by a court, or

(d) has been the subject of determination by an arbitral Tribunal pursuant to a post-dispute arbitration agreement.

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

(6) An agreement by the tenant of a dwelling (other than a post-dispute arbitration agreement) is void in so far as it purports to provide for a determination—

(a) in a particular manner, or

(b) on particular evidence,

of any question which may be the subject matter of an application under sub-paragraph (1).

Schedule 11, paragraph 5A

5A(1)A tenant of a dwelling in England may apply to the relevant court or Tribunal for an order reducing or extinguishing the tenant's liability to pay a particular administration charge in respect of litigation costs.

(2)The relevant court or Tribunal may make whatever order on the application it considers to be just and equitable.

(3)In this paragraph—

(a)"litigation costs" means costs incurred, or to be incurred, by the landlord in connection with proceedings of a kind mentioned in the table, and

(b)"the relevant court or Tribunal" means the court or Tribunal mentioned in the table in relation to those proceedings.

Landlord and Tenant Act 1987

47.— Landlord's name and address to be contained in demands for rent etc.

(1) Where any written demand is given to a tenant of premises to which this Part applies, the demand must contain the following information, namely—

(a) the name and address of the landlord, and

(b) if that address is not in England and Wales, an address in England and Wales at which notices (including notices in proceedings) may be served on the landlord by the tenant.

(2) Where—

(a) a tenant of any such premises is given such a demand, but

(b) it does not contain any information required to be contained in it by virtue of subsection (1),

then (subject to subsection (3)) any part of the amount demanded which consists of a service charge [or an administration charge][1] ("the relevant amount") shall be treated for all purposes as not being due from the tenant to the landlord at any time before that information is furnished by the landlord by notice given to the tenant.

(3) The relevant amount shall not be so treated in relation to any time when, by virtue of an order of any court [or tribunal][2] , there is in force an appointment of a receiver or manager whose functions include the receiving of service charges [or (as the case may be) administration charges][1] from the tenant.

(4) In this section *"demand"* means a demand for rent or other sums payable to the landlord under the terms of the tenancy.

48.— Notification by landlord of address for service of notices.

(1) A landlord of premises to which this Part applies shall by notice furnish the tenant with an address in England and Wales at which notices (including notices in proceedings) may be served on him by the tenant.

(2) Where a landlord of any such premises fails to comply with subsection (1), any rent [, service charge or administration charge][1] otherwise due from the tenant to the landlord shall (subject to subsection (3)) be treated for all purposes as not being due from the tenant to the landlord at any time before the landlord does comply with that subsection.

(3) Any such rent [, service charge or administration charge][1] shall not be so treated in relation to any time when, by virtue of an order of any court [or tribunal][2] , there is in force an appointment of a receiver or manager whose functions include the receiving of rent [, service charges or (as the case may be) administration charges][1] from the tenant.