

		FIRST-TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	:	MAN/ooDA/LSC/2023/0083
Property	:	22 Burton House, Lady Park Court, Leeds, LS17 8FP
Applicant	:	Victor Jackson
Representative	:	Lindsay Bush (Lay representative)
Respondent	:	Leeds Jewish Housing Association
Type of Application	:	Landlord & Tenant Act 1985 – s 27A Landlord and Tenant Act 1985 – s 20C Commonhold and Leasehold Reform Act 2002 – sch 11 para 5A
Tribunal Members	:	Judge Richard M. Dobson-Mason LLB Mr Neil Swain MRICS
Type & Venue of Hearing	:	Video hearing online
Date of Decision	:	2 July 2025

DECISION

- (1) The Tribunal determines that the services charges for the cleaning services for 2021 / 2022 for the Property should be reduced by the sum of £9.14.**
- (2) The Tribunal determines that the services charges for the Property forming the basis of the Application are otherwise payable and reasonable.**
- (3) The Tribunal declines to make an order under s 20C Landlord and Tenant Act 1985 or sch 11 para 5A Commonhold and Leasehold Reform Act 2002.**

REASONS

Background

1. The Application relates to 22 Burton House, Lady Park Court, Leeds, LS17 8FP (“*the Property*”).
2. The Applicant is Mr Victor Jackson, the long leaseholder of the Property under a 50% shared ownership arrangement.
3. The Respondent is a registered provider of social housing and is the freeholder of Burton House, which includes the Property. It is also registered as a charity and incorporated as a cooperative and community benefit society.
4. Burton House was built in 2001 and is a purpose built 3-storey block of 25 rented and shared ownership 2-bedroom flats for occupants over 55. The Property is one of those flats.

The lease

5. The Applicant's interest in the Property derives from a lease dated 29 November 2001 between the parties ("the Lease").
6. The Lease: -
 - i) At clause 3(1), provides a covenant to pay rent, management and service charges with an interest provision in default.
 - ii) At clause 5(1), provides for forfeiture in default of payment after 21 days.
 - iii) At clause 6, the Service Charge Provisions are set out;
 - a. Clause 6.1(b) states that "Specified Proportion" means "the proportion specified in the Particulars or such other proportion as the Landlord shall from time to time consider fair and reasonable";
 - b. Clause 6.1(d) states that "the Service Charge" means "the Specified Proportion of the Service Charge Provision");
 - c. Clause 6.1(e) states that "the Accountant" means "*the Landlord's professionally qualified Accountant or such other suitably qualified person (e.g. a Clerk of Works) who may be in the employ of the Landlord*";
 - d. Clause 6.2 states "*The Leasehold HEREBY COVENANTS with the Landlord to pay the Service Charge during the term by equal monthly instalments in advance on the first day of each month by way of Bankers Standing Order...*";
 - e. Clause 6.3 provides for when the Service Charge Provision was to be computed.

f. Clause 6.4 provides for how the Service Charge Provision is to be computed;

g. Clause 6.5 states that:

"The relevant expenditure to be included in the Service Provision shall comprise all expenditure reasonably incurred by the Landlord in connection with the repair, management, maintenance and provision of services for the Building and shall include (without prejudice to the generality of the foregoing):

(a) The costs of and incidental to the performance of the Landlord's covenants contained in Clauses 4(2), 4(3), 4(4) and 4(5);

(b) The costs of and incidental to compliance by the Landlord with every notice, regulation or order of any competent local or other authority in respect of the Building;

(c) All reasonable fees, charges, expenses payable to the Accountant, any solicitor, accountant, surveyor, valuer, architect or other person whom the Landlord may from time to time reasonably employ in connection with the management or maintenance of the Property including the calculation or computation of Rent...including the cost of preparation of the account of Service Charge and if any such work shall be undertaken by an employee of the Landlord then a reasonable allowance for the Landlord for such work;

(d) Any rates, taxes, duties, assessments, charges, impositions and outgoings whatsoever whether parliamentary, parochial, local or of any other description assessed, charged, imposed or

payable on or in respect of the whole of the Property or in the whole or any part of the communal facilities”.

“Property” is defined as “*Land at Burton House, Lady Park Court, Shadwell, Leeds, West Yorkshire*”.

- iv) At the Sixth Schedule, sets out provisions relating to the management charge.

The application

- 7. On 7 October 2023, the Applicant made, *inter alia*, an application for an order under s 27A Landlord and Tenant Act 1985 (“*LTA 1985*”) for a determination as to the reasonableness and payability of the service charges relating to the Property (the scope of which being as varied by the Directions and Case Management Notes referred to below) (“*the Application*”).
- 8. The Application was originally a joint one with Mr Peter Convoy, who was the lead applicant and who applied for a similar order as that applied for by the Applicant but in respect of 23 Burton House, Lady Park Court, Leeds, LS17 8FP. After Mr Convoy sadly died on 9 May 2024, his wife, Tina Convoy filed an amended application form dated 26 May 2024 and, by Order dated 11 June 2024, she was substituted in his place. Mrs Convoy’s application was withdrawn on 17 March 2025.
- 9. The Application initially related to the service charge years 2010/ 2011 to 2023 / 2024, being the calendar service charges for 2010 to 2022. This is because, as recorded in the Case Management Note dated 23 December 2024, ‘the Respondent adopts a highly unusual practice with regard to recovery of service charges. Although the lease sets a service charge year of 1 April to the subsequent 31 March, in fact the Respondent calculates how much it has spent that it wishes to recover through the service charge on the basis of a calendar year – 1 Jan to 31 December. It then sends out demands in the following year. So, take the year 2020 as an example. The Respondent pays all of the costs for 2020 as they are incurred. Then, in 2021,

it demands the lessee's contribution towards those expenses, and calls those demands service charge demands for 2021/22.'

10. As a result of the Case Management Orders mentioned below, the Application now relates solely to 4 service charge years, namely 2021 / 2022 to 2024 / 2025, i.e., the calendar year service charges for 2020 to 2023.
11. The Applicant seeks further orders in respect of s 20C LTA 1985 and para 5A sch 11 CLRA 2002 to restrict the recovery of the costs of the proceedings as service charges and / or administration charges.

The law

12. The Tribunal is given jurisdiction to decide the reasonableness and payability of service charges by s 27A LTA 1985, which provides: -
 - (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.*
13. Subsection 2 provides that the application may be made whether or not any payment has been made by the Applicant.
14. The meaning of the expression "service charge" is set out in s 18(1) LTA 1985, meaning:

"...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 of any part of which varies or may vary according to the relevant costs.

15. In making any determination under s 27A LTA 1985, the Tribunal must have regard to s 19(1) LTA 1985 which states:

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 provision 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

16. “Relevant Costs” are defined for these purposes by s 18(2) LTA 1985 as:

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.

17. S 20 LTA 1985, as amended by the CLRA 2002, provides that, in relation to any qualifying works or qualifying long term agreement, the relevant contributions of tenants are limited unless the consultation requirements have been either complied with or dispensed with by the Tribunal, and sets out those consultation requirements (“the Consultation Requirements”), which are particularised in The Service Charges (Consultation Requirements) (England) Regulations 2003 (“the 2003 Regulations”).

18. S 20ZA(2) provides that:

“qualifying works” means works on a building or any other premises, and

“qualifying long term agreement” means an agreement entered into by or on behalf of a landlord or superior landlord for a term or more than 12 months.

19. If the Consultation Requirements are not complied with then, pursuant to reg 4 and 6 of The Service Charges (Consultation Requirements) (England) Regulations 2003, the contribution is limited to a maximum of £100 per annum in respect of a qualifying long term agreement and £250 in respect of qualifying works respectively.
20. S 21B LTA 1985, as inserted by s 153 CLRA 2002, provides: -
 - (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 the requirements as to the form and content of such summaries or 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.*
21. Therefore, a tenant may withhold payment until such time as s 21B LTA 1985 has been complied with.
22. The prescribed form, as prescribed by the Secretary of State, is contained in the Service Charges (Summary of Rights and Obligations, and Transitional Provisions) (England) Regulations 2007, which applies to demands made on or after 1 October 2007.

23. In *Amourgam v Valepark Properties Limited* [2011] UKUT 261 LC, LRX/110/2010, HHJ Huskinson decided that s 21B LTA 1985 applies to all demands for service charges made after the commencement of that section, even if the costs were incurred prior to that date.

24. S 20C LTA 1985 provides that the Tribunal may restrict the recoverability of the costs of the proceedings as service charges, where it states: -

(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...the First-tier Tribunal...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...*

(ba) *in the case of proceedings before the First-tier Tribunal, to the tribunal.*

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

25. Para 5A Sch 11 Commonhold and Leasehold Reform Act 2002 (“CLRA 2022”) mirrors s 20C LTA 1985 above, but applies to costs that may be recovered as administration charges, as opposed to service charges, where it provides: -

(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.*

Directions

26. Directions were made by a Legal Officer on 11 June 2024 (“*the Directions*”) requiring, *inter alia*, the Respondent to provide to the Applicant various documents including copies of all relevant service charge accounts and budgets for the years in dispute, relevant demands and notices, and a statement showing the total service charges payable for each year in dispute with an explanation as to how they have been applied, calculated and apportioned. That was to be followed by sequential filing and service of the parties’ statements of case and evidence in support.

27. Further Orders were made by way of Case Management Notes as follows: -

- (1) 12 September 2024, which, *inter alia*, dealt with the Applicant’s application to sanction the Respondent for failing to comply with various of the Directions, and to amend the Application to include the service charges for 2024 / 2025, which were refused.
- (2) 23 December 2024, which, *inter alia*, dealt with: -
 - i. The Applicant’s application to a) include the service charges for 2024 / 2025 and b) require disclosure of certain documents from the Respondent. Both applications were granted.
 - ii. The Respondent’s application to 1) strike out the Applicant’s application for the service charge years 2016 / 2017 to 2020 / 2021 under s 27(4)(c) LTA 1985 as these had already been litigated under reference MAN/ooDA/LSC/2020/0081, 2) strike out the Application in respect of both the Applicant and Mrs Convoy for the service charges before 2016 / 2017 under s 27(4)(a) LTA 1985, and 3) permit the Respondent to make an application for dispensation under s 20ZA LTA 1985. Application 1 was granted where the Applicant’s application in respect of service charges years 2010 / 2011 to 2020 / 2021 was struck out; application 2) was to be decided upon the provision of further evidence; and in respect

of application 3), the Respondent was invited to make a formal application if so advised.

- (3) 5 March 2025, (replacing the Case Management Note dated 12 February 2025), which, *inter alia*, determined that the challenges to the service charge years prior to 2021 / 2022 (i.e., actual year 2020) were outside the jurisdiction of the Tribunal as the Applicant had agreed or admitted the payability of the same, thereby striking out the Application in respect of those prior years. It also required the parties to follow the Directions in preparation for the final hearing, subject to the amendments by this Case Management Note and that dated 23 December 2024 above.

The hearing bundle

- 28. Pursuant to paragraph 12 of the Directions, the Respondent prepared a hearing bundle and sent it to the Tribunal and the Applicant.
- 29. However, the parties were not in agreement regarding the contents of the bundle.
- 30. In summary, the Applicant sent a letter to the Tribunal dated 23 June 2025 which submitted that the hearing bundle was not agreed, because some documents had been omitted, some had been added which had not been previously disclosed and some which were different to those documents previously shared, and some reference numbers had been re-assigned. The Applicant sought sanctions against the Respondent in respect of the same.
- 31. The Respondent sent an email to the Tribunal dated 25 June 2025 which submitted that it had included in the bundle an updated Scott Schedule and the documents omitted were no longer relevant due to the previous Case Management Orders which struck out parts of the Application. This had been done to assist the Tribunal and the parties at the hearing. It further submitted that neither of the above caused detriment to the Applicant.

32. On account of the above, on 26 June 2025, the parties were directed as follows: -

- (1) The Respondent shall file with the Tribunal and serve on the Applicant, by 4 pm on Friday 27 June 2025, a copy of the original Scott Schedule prior to its further responses being added as referred to in its email dated 25 June 2025 at paragraph 1 a, together with any application to rely on the updated version of the Scott Schedule included in the hearing bundle.
- (2) The Applicant shall file with the Tribunal and serve on the Applicant, by 4 pm on Friday 27 June 2025, any application seeking the sanctions of the Tribunal for alleged breach of directions by the Respondent.
- (3) Should the Applicant wish to include any documents in the hearing bundle that have been omitted by the Respondent, they should file with the Tribunal and serve on the Respondent by 4 pm on Friday 27 June 2025, a short supplementary paginated bundle in PDF format containing only those such documents.

The parties should be directed to the prescribed case management application form, per paragraph 4.4 of the Statement on Tribunal Rules and Procedure (see page 106 of the hearing bundle).

33. By email dated 26 June 2025, the Applicant filed and served a supplementary bundle of documents.
34. By email dated 27 June 2025, the Respondent filed and served the original Scott Schedule dated 27 May 2025.

The hearing

35. The hearing took place by way of a video hearing on 2 July 2025.

36. The Applicant attended in person and was represented by Lindsay Bush.
37. The Respondent was represented by Harjinder Sandhu, Director of Finance and Resources.
38. The Applicant submitted an undated Statement of Case with a bundle of supporting documentation.
39. The Respondent submitted a Statement of Case dated 12 June 2025 and a bundle of supporting documentation.

Preliminary applications

Application to rely on supplementary bundle

40. The Applicant invited the Tribunal to grant permission for the supplementary bundle to be relied upon at the hearing.
41. The Respondent did not oppose that application.
42. The Tribunal considered that the supplementary bundle may assist the parties and the Tribunal during the hearing and, noting the lack of objection from the Respondent, determined that permission for it to be relied upon should be granted, in accordance with r 6(3)(d) of The Tribunal Procedure (First-tier) (Property Chamber) Rules 2013 (*“the Rules”*).

Application for sanction

43. The Applicant made a formal application dated 26 June 2025 requesting that the Tribunal should sanction the Respondent for an alleged failure to comply with the

Case Management Note dated 23 December 2024 at paragraphs 23 and 26 (c), which states as follows: -

23. The Tribunal has not yet been provided with a copy of the Applicants' statement of case. In respect of further disclosure, the Applicants seek invoices for cleaning costs, gritting costs, gardening and grounds maintenance costs, communal equipment servicing and repairs costs, fire service charges, and water hygiene costs.

26. ...I therefore direct that by the 24 January 2025 the Respondent must provide to the Applicants' representative and to the Tribunal, for the service charge years 2021/22, 2022/23, 2023/24 and 2024/25 (i.e., in respect of expenditure in calendar years 2020, 2021, 2022, and 2023):

c. Copies of any written contracts for the provision of all of the services listed in paragraph 23 above. In respect of any services which are not provided under a long-term qualifying agreement, it would be prudent for the Respondent to make it clear exactly what the contractual documentation for those services consists of.

44. However, the supporting Grounds / Reasons dated 26 June 2025 referred primarily to the issues regarding the contents and lateness of the production of the hearing bundle, as addressed above and in the Applicant's letter to the Tribunal dated 23 June 2025.
45. The Applicant suggested that the Respondent's actions were deliberate and submitted that the sanction should take the form of the Respondent being ordered to pay the Applicant's costs, amounting to £527, broken down as £100 application fee, £227 hearing fee, and £200 compensation for time spent by Ms Bush away from her caring duties for the Applicant.
46. The Respondent opposed the application on the above basis, per para 31 above.

47. The Tribunal considered that: -

- (1) With the inclusion of the supplementary bundle, the parties had provided the documentation that they wanted the Tribunal to consider at the hearing.
- (2) The updated Scott Schedule included further comments and clarification on the issues raised by the Applicant, which could be provided orally at the hearing in any event.
- (3) On account of the above, there was no prejudice to the Applicant.
- (4) The Tribunal was ordinarily a costs neutral venue, save for situations where, per r 13(1)(b) of the Rules a person had acted unreasonably in bringing, defending or conducting proceedings.
- (5) The Respondent had substantially engaged with these long proceedings and complied with the directions made.

48. Accordingly, the Tribunal determined that no sanctions would be appropriate and refused the Applicant's application.

Application to rely on updated Scott Schedule and bundle

49. The Respondent made a formal application dated 27 June 2025 for permission to rely on the updated Scott Schedule, as contained in the hearing bundle (pages 411 to 427), and the re-indexed exhibits (pages 706-745).
50. The Respondent relied on its Grounds / Reasons also dated 27 June 2025 in support of the application.
51. The Respondent submitted that the Applicant's Statement of Case included a new item in relation to service charges, which it deemed appropriate to update the Scott Schedule to address. It also removed items that were no longer relevant from its

exhibits (due to the previous Directions and Case Management Orders made above) and re-indexed them so as to correlate with its Statement of Case. Finally, it submitted that it had communicated with the Applicant regarding the hearing bundle and that it had undertaken best endeavours to produce a combined bundle within the timeframe provided.

52. The Applicant's main objection to the application was that there are new documents in the hearing bundle and referred particularly to a consultation notice pursuant to s 20 LTA 1985 dated 17 November 2022 which erroneously referred to 'lift maintenance' as opposed to 'water hygiene', which the Applicant suggested was evidence that it had been manipulated by the Respondent.
53. The Respondent submitted that the document had not been manipulated but contained a typographical error and that, if it were to manipulate the document, surely it would have done so to ensure that it referred to 'water hygiene' instead.
54. The Applicant accepted that the notice, or a notice in a similar form, had been received around the time which referred correctly to 'water hygiene', and did not produce the alleged 'original' notice nor say how the above had caused any prejudice.
55. The Tribunal considered that: -
 - (a) The Applicant accepted that a notice in substantially the same form as that included in the bundle had been received around that time. Accordingly, there was no prejudice.
 - (b) The updates to the Scott Schedule were helpful to the Tribunal in deciding the issues at the hearing and could be provided orally in any event.
 - (c) The Applicant would be given the opportunity during the hearing to respond to those updates.

- (d) The re-indexing of some of the pages of the hearing bundle was of assistance to the Tribunal and the parties in the conduct of the hearing.

56. Accordingly, the Tribunal granted the application, pursuant to r 6(3)(c) of the Rules and the Overriding objection (r 3 of the Rules).

The Issues

57. The issues raised the following specific challenges: -

(1) Admin / management charges for 2021 / 2022 to 2024 / 2025.

Based on an alleged failure to consult under s 20 LTA 1985 and lack of provision of a summary of rights and obligations under s 153 CLRA 2002.

(2) Cleaning services for: -

(a) 2021 / 2022.

Based on an alleged failure to consult under s 20 LTA 1985.

(b) 2022 / 2023.

Based on an alleged failure to apply the same rates as similar nearby schemes.

(3) Gritting services for 2021 / 2022, 2022 / 2023, and 2023 / 2024.

Based on an allegation that the company supplying the services is 'non-existent' where the related invoices also provide for VAT to be charged.

(4) Gardening / grounds maintenance services for 2021 / 2022, and 2023 / 2024.

Based on an alleged failure to consult under s 20 LTA 1985.

- (5) Communal equipment services for fire safety services for 2022 / 2023, 2023 / 2024 and 2024 / 2025.

Based on an alleged failure to consult under s 20 LTA 1985.

- (6) Communal equipment services for door repairs for 2023 / 2024, and 2024 / 2025.

Based on an alleged failure to provide any evidence in support of the charges.

- (7) Communal equipment services for water hygiene services for 2022 / 2023, and 2023 / 2024.

Based on an alleged failure to consult under s 20 LTA 1985 and the inclusion of plumbing charges in this element of service charge.

Determination

Issue 1) Admin / management charges for 2021 / 2022 to 2024 / 2025

58. The Applicant submitted that: -

- a) In contravention of the terms of the Lease, the Respondent has failed to have the service charges certified and an independent auditor / accountant has never been appointed to do so.
- b) The Respondent had not issued any s 20 LTA 1985 notices or s 153 CLRA 2002 Summary of Tenants' Rights and Obligations until the Applicant brought proceedings against it in November 2020.

- c) The Respondent has charged the Applicant £22.36 in 2024 / 2025 by way of an audit fee, which should never have been applied.
- d) A blank time sheet document came into the Applicant's possession which was pre-signed and pre-dated by the Sheltered Housing Manager, which could be open to abuse and exploitation by wardens, amounting to a 'blank cheque'.
- e) Accordingly, there should be a deduction from the amount of the admin / management charges for 2021/2022 to 2024/2025 of 1/13th on the basis that the 'Audit / Accountancy Fee' forms one of the 13 items listed as being covered by this charge.
- f) The Applicant therefore sought a refund of 1/13th of the total charges between 2021 / 2022 and 2024 / 2025 of £928.72, totalling £98.84.

59. The Respondent submitted that: -

- a) The level of admin / management charge was reviewed in March 2022 by the Tribunal which concluded the amount of the charge to be low.
- b) The statutory accounts are audited on an annual basis, and the service charges form part of that audit, resulting in an unqualified audit report.
- c) As above, the Respondent charges the actual costs incurred in the previous calendar year in the following financial year, therefore, there is no surplus or deficit to certify.
- d) The Lease does not require the certification to be undertaken by an independent accountant, and therefore this has not been done. However, a specific audit fee was incurred in respect of 2024/2025 because the Applicant requested an audit to be undertaken by an independent auditor, which was

carried out and concluded that the service charge statement was fair, the cost of which was naturally charged to the Applicant.

60. The Tribunal considered that the admin / management charge is low, that the Respondent is entitled to self-certify the service charges per clause 6(6) of the Lease, and that the charges for the audit were provoked by the Applicant's request for the same.
61. Accordingly, the Tribunal determined that the admin / maintenance charges for 2021/2022 to 2024/2025 were reasonable.

Issue 2) a) Cleaning services for 2021/2022

62. The Applicant submitted that: -
 - a) The Respondent ought to have undertaken s 20 LTA 1985 consultation regarding these services.
 - b) The Respondent has stated that prior to 2022 cleaning services were procured on an annual basis, yet it disclosed a contract signed on 3 December 2019 for a period of 3 years from 1 February 2017 ("*the Cleaning Contract*"). He did not accept that the rolling contract from early 2020, as submitted by the Respondent, was entered into, and that the Respondent had not provided copies of any such contract.
 - c) That contract does not provide for the 'extra' cleaning services performed, nor has any other contract been provided by the Respondent in respect of the same. He did not accept that any extra cleaning had been carried out.
 - d) The Respondent should therefore be limited to recovering £100 for the year in question, being the cap pursuant to s 20 LTA 1985, meaning a reduction from £541.84 as charged to £100, totalling a refund of £441.84.

63. The Respondent submitted that: -

- a) The Respondent understood that the cleaning contracts, prior to 2022, had been procured on an annual basis, however, when carrying out investigations to comply with its disclosure obligations, it discovered the Cleaning Contract with FRG which covered the period February 2018 to March 2021. However, this was terminated at the end March 2020 it was terminated due to the COVID-19 pandemic.
- b) A new rolling contract was entered into with FRG in place of the above to address the risks associated with the pandemic, many of which being dealt with on short notice and by telephone. These agreements were not subject to the s 20 LTA 1985 consultation requirements.
- c) The Respondent acknowledges that a partial refund of £9.14 ought to be made to the Applicant in respect of the period January 2020 to March 2020, where no s 20 LTA 1985 consultation was carried out. Charges of £109.14 in total were made, which ought to be subject to the abovementioned £100 cap.
- d) The additional cleaning was not subject to the s 20 LTA 1985 consultation requirements (either in value or length of contract), being temporary extra cleaning undertaken on weekends and bank holidays and Jewish Holidays, where no cleaning would usually have been undertaken, to guard against the risks of pandemic.

64. The Tribunal was satisfied that the extra cleaning was appropriate in the circumstances given the increased risks brought about by the pandemic and that the related charges were reasonable. It noted that the Respondent had provided the Cleaning Contract and that, whilst it had not provided any contractual documentation for the period, it was inclined to believe that the Respondent entered into oral contracts as averred given the pandemic. There was no evidence that the

charges for the remainder of 2021/2022 ought to have been subject to s 20 LTA 1985 consultation.

65. The Tribunal therefore determined that the Applicant is entitled to be refunded the sum of £9.14, noting that the Respondent accepts that the Cleaning Contract was a qualifying long-term agreement pursuant to s 20 LTA 1985 and thus should have been subject to the consultation requirements, but was terminated at the end of March 2020. The remainder of the service charges for cleaning services for 2021/2022 were reasonable.

Issue 2) b), Cleaning services for 2022/2023

66. The Applicant submitted that: -

- a) The Respondent failed to apply decreased service charges for cleaning services during 2022/2023 as were applied in Skyte House and Stonegate Way, being two other sheltered accommodation premises owned by it.
- b) The Applicant contended therefore that a refund of £19.24 should be applied.

67. The Respondent submitted that: -

- a) Generally, across the Respondent's sites, the communal areas such as lounges, kitchens and TV rooms were closed to residents, which offset against the cost of the increase in the cleaning frequency to other communal areas such as corridors, and in wage costs. The net impact varied from site to site.
- b) Skyte House (62 flats) and Stonegate Way (40 flats) were larger sites than the Property (25 flats), with bigger closed communal areas, and therefore larger savings were made.

68. The Tribunal considered that Skye House and Stonegate Way were not proper comparable properties to the Property in terms of size (with no additional information being provided regarding lay out, design or features) and that the Respondent's explanation regarding the cost difference was reasonable.
69. Accordingly, the Tribunal determined that the service charges for cleaning services for 2022/2023 were reasonable.

Issue 3) Gritting services for 2021 / 2022, 2022 / 2023, and 2023 / 2024.

70. The Applicant submitted that: -
 - a) The company appointed by the Respondent to perform the gritting services for the period did not exist, in that M. E. Site Services Ltd had been dissolved in May 2011.
 - b) Therefore, no charges should be payable for the gritting services for the period, and, at the very least, no VAT should be charged on the related invoices, and the VAT information on the invoices provided was not correct.
 - c) Notwithstanding the above, the Applicant admitted that gritting services had been performed.
 - d) There may be a link between Martin Ellis (being the M. E. from M. E. Site Services Ltd referred to above) and staff member of Ford Property, which was liquidated in June 2017, which is not believed to be coincidental and seems likely to be a deliberate tax exploitation tactic being used against tenants and HMRC.
 - e) Some of the charges relate to services being provided to 'LJWB', an acronym for Leeds Jewish Welfare Board.

f) The Applicant therefore contended that it should be due a refund of £75.40.

71. The Respondent submitted that: -

- a) The gritting services are provided annually by a single contractor, which has changed its company structure historically. It was correct that M. E. Site Services Ltd had been dissolved, but the services were nevertheless provided, just under a different name.
- b) For a period of time the gritting services for LJWB fell under the same contract as those for the Respondent's other sites. However, LJWB's proportion of the gritting charges were not passed onto the other sites, including the Property.
- c) Once the Respondent was aware of the VAT issue, a refund of £11,069.41 was obtained in July 2021 from the contractor for the period December 2016 to May 2021, which was credited to the service charges for 2022 / 2023. Since then, the invoices have not included VAT.

72. The Tribunal noted that the Applicant accepted that gritting services had been provided during the period (albeit he questioned the frequency). It also considered that the VAT had been refunded and credited to the Applicant, and that, although a more detailed explanation of the re-organisation of the contractor could have been provided, it was an acceptable explanation. Finally, in respect of the allegation that the properties had been paying for the gritting services supplied to LJWB, the documentation provided did not suggest that those costs had been passed on to the other sites, including the Property.

73. The Tribunal therefore determined that the service charges in respect of the gritting charges for 2021 / 2022, 2022 / 2023, and 2023 / 2024 were reasonable.

Issue 4) Gardening / grounds maintenance services for 2021 / 2022, and 2023 / 2024

74. The Applicant submitted that: -

- a) The cost for the gardening service during 2021 / 2022 to 2023 / 2024 (and prior) fluctuated substantially, with no explanation or breakdown of additional charges, with no formal s 20 LTA 1985 consultation process followed.
- b) Therefore, the £100 cap should be applied to 2021 / 2022.
- c) The Respondent then followed the s 20 LTA 1985 consultation process in respect of grounds maintenance and confirmed that it had awarded the contract to Nurture Landscapes Ltd by letter dated 31 March 2021. The contract was for 3 years. However, the Respondent then sent out a letter dated 23 April 2021 stating that no contract had been signed, which caused confusion.
- d) There were issues with the contract provided by the Respondent including relating to its date and the address for the witness.
- e) Despite the 3-year contract being in place, the weekly charge varied from £2.40 per week in 2022 / 2023 to £2.67 per week in 2023 / 2024. The assumption was therefore that the Respondent had retendered for the same contract again in 2022.
- f) Accordingly, the £100 cap should also be applied to 2023 / 2024.
- g) Further, the weekly charge should also be reduced so as to discount the £0.27 per week increase from 2022 / 2023 to 2023 / 2024.
- h) Accordingly, the Applicant required a refund of £5.04 for 2021/2022 and £38.84 for 2023 / 2024 applying the £100 cap, plus £14.04 for 2023 / 2024 for the variation in weekly cost.

75. The Respondent submitted that: -

- a) The consultation process under s 20 LTA 1985 was followed in 2021 and 2024. Prior to 2021 there was a rolling contract in place.
- b) The consultation for the 2021 contract took place between November 2020 and June 2021, with a Notice of Intention dated 23 November 2020, a Notice of Proposals dated 23 April 2021 which withdrew the letter dated 31 March 2020), and a Notice of Award dated 3 June 2021, awarding the contract to Nurture Landscapes. There was no retender in 2022.
- c) The fluctuation in cost was due to the inclusion of ad-hoc charges from time to time, including tree pruning and tree surveys etc.
- d) The increase in weekly cost was due to the way in which service charges are calculated, meaning a partial increase to £2.40 per week in 2022 / 2023 (because the contract started mid-way through 2021), and an increase to £2.67 per week (because the full new contract costs were incurred for the full calendar year 2022).
- e) The narrative in the service charges summaries attempted to explain the above.

76. The Tribunal considered that the Respondent had evidenced the contract and the tendering process pursuant to s 20 LTA 1985, noting that the Applicant accepted that he had received the consultation documents, and that there had been no retendering in 2022. Therefore, the cap did not apply. The weekly costs were reasonable, and the variation due to ad hoc charges was reasonably explained.

77. The Tribunal therefore determined that the service charges in respect of the gardening / grounds maintenance services for 2021 / 2022, and 2023 / 2024 were reasonable.

Issue 5) Communal equipment services for fire safety services for 2022 / 2023, 2023 / 2024 and 2024 / 2025

78. The Applicant submitted that: -

- a) An item for Fire service charge item had been included in the service charge summaries for the above period at differing amounts per week for each of the years in question.
- b) The Respondent explained the charges for 2022 / 2023 and 2023 / 2024 as relating to various repairs, but no breakdown was provided.
- c) No copy contract has been provided by the Respondent for the services in question and therefore it is presumed that there was a requirement and failure to consult pursuant to s 20 LTA 1985.
- d) Accordingly, the £100 cap should be applied, meaning that the Applicant required a refund of £66.40 for 2022 / 2023, £313.92 for 2023 / 2024, and £205.28 for 2024 / 2025, totalling £585.60.

79. The Respondent submitted that: -

- a) Prior to 2022, there was an annual rolling contract for the quarterly servicing of the fire systems and equipment, with remedial works from inspections and ad hoc repairs undertaken when required. Therefore, s 20 LTA 1985 did not apply.
- b) In 2021, following the Grenfell inquiry, the Respondent increased the fire safety inspections, thus tendering for the works and entering into a qualifying long-term agreement and undertaking a s 20 LTA 1985 consultation process between May 2021 and February 2022, with a Notice of Intention dated 13 May 2021, a Notice of Proposals dated 15 November 2021, and a Notice of Award

dated 20 February 2022, resulting in the contract being awarded to Jacksons Fire & Security.

- c) A breakdown of the various costs relating to this item were provided on 14 February 2025.
- d) The Applicant has failed to identify specifically what charges he disputes and why.

80. The Tribunal considered that the Respondent had evidenced the contract and the tendering process pursuant to s 20 LTA 1985. Therefore, the cap did not apply. The weekly costs were reasonable, and the ad hoc charges were reasonably explained in the printout provided. It also noted that the Applicant also accepted that fire services were provided (despite questioning the detail regarding the cost) and that he received the consultation documents.

81. The Tribunal therefore determined that the service charges in respect of the communal equipment services for fire safety services for 2022 / 2023, 2023 / 2024 and 2024 / 2025 were reasonable.

Issue 6) Communal equipment services for door repairs for 2023 / 2024, and 2024 / 2025

82. The Respondent forwarded during the hearing, by email to the Tribunal office and the Applicant, two invoices relating to this item dated 31 December 2021 for £120 with the description 'emergency call out (inc up to 1 hour labour)' and service address 'Burton House', and 14 November 2023 for £136 with the description 'Main front doord [sic] are stuck open' and site 'Burton House'.

83. The Applicant submitted that: -

- a) The Respondent had previously failed to disclose evidence of this charge or related works.

- b) He did not accept those invoices produced at the hearing by the Respondent.
- c) Accordingly, the Applicant required a refund of £4.68 for 2023 / 2024 and £5.30 for 2024 / 2025, totalling £9.98.

84. The Respondent submitted that: -

- a) These charges relate to repairs undertaken to communal doors and are properly payable, as evidenced by the above invoices.

85. The Tribunal considered that the invoices had been provided late in the day by the Respondent, having only included a nominal transaction history in the bundle. However, the costs identified in the invoices were reasonable and the information provided in them stated that they related to the Property and briefly identified the work carried out.

86. The Tribunal therefore determined that the service charges in respect of the communal equipment services for door repairs for 2023 / 2024, and 2024 / 2025 were reasonable.

Item 7) Communal equipment services for water hygiene services for 2022 / 2023, and 2023 / 2024

87. The Respondent forwarded during the hearing, by email to the Tribunal office and the Applicant, a Notice of Award dated 17 November 2022 in respect of water hygiene services, stating that a contract had been entered into with Integrated Water Solutions, and a nominal transaction history for water hygiene service charges from 30 April 2021 to 21 December 2021.

88. The Applicant submitted that: -

- a) This item was first charged in 2019 / 2020.
- b) It is unfair for the Respondent to include water hygiene servicing with general plumbing repairs by a different contractor as part of the same service charge item.
- c) He nor his PA had never witnessed this service being undertaken in any of the communal areas nor has it been undertaken in the Property.
- d) A previous invoice from Archer & Stone, the previous contractor, for 'Legionella control service contract' dated 1 May 2018 referenced the contact as 'Dave Harrison'. The Applicant contended that there are links between that person and the Respondent and queries impropriety, transparency and conflict of interest. The full contract documents have not been disclosed for this contract.
- e) The Applicant queried the current contract with Integrated Water Solutions in terms of it not having been signed by the contractor nor any witness.
- f) The Respondent had not followed the s 20 LTA 1985 consultation process and therefore the £100 cap should be applied, entitling the Applicant to a refund of £183.92 for 2022 / 2023 and £76.80 for 2023 / 2024, totalling £260.72.

89. The Respondent submitted that: -

- a) This service charge item properly included plumbing repairs and water hygiene testing and associated remedial works.
- b) The Applicant made a similar allegation in the previous proceedings before the Tribunal regarding not having witnessed the water testing being undertaken,

and the Tribunal nevertheless found the charges to be reasonable and noted reasons why the Applicant may not have observed the testing being undertaken.

- c) For the whole of 2021 / 2022 and 2022 / 2023, and the majority of 2023 / 2024, the water hygiene testing was undertaken on an annual rolling basis. A contract for the period 1 November 2020 to 31 October 2021 was produced between the Respondent and Archer & Stone relating to the same.
- d) In 2022, the Respondent deemed it more cost effective to bring the non-technical aspects of this in house but continued to contract out the technical elements under a 3-year agreement.
- e) A s 20 LTA 1985 consultation process was therefore undertaken between July 2022 and November 2022, by way of a Notice of Intention dated 20 July 2022, a Notice of Proposals dated 7 October 2022, and a Notice of Award dated 17 November 2022. Notwithstanding this process, the cost of the contracted-out element of this item fell below the £100 cap in any event.
- f) The costs of the services for that contract were partly incurred in 2023 / 2024 and in full for 2024 / 2025.

90. The Tribunal considered that the Respondent had gone above and beyond what it was required to do in undertaking s 20 LTA 1985 consultation despite the cost of the services being below the £100 cap, that the Respondent was saving costs to the Applicant by bringing some of the non-technical water testing in-house, that the costs were not unreasonable, and that the inclusion of the plumbing charges in this item did not amount to it being hidden as alleged by the Applicant, having been separated out in the nominal transaction histories disclosed by the Respondent.

91. The Tribunal therefore determined that the service charges in respect of the communal equipment services for water hygiene services for 2022 / 2023, and 2023 / 2024 were reasonable.

Recoverability of costs of proceedings

92. The Applicant made applications that the costs of the proceedings should not be recovered from him by way of service charge or administration charge, as recorded in the Preliminary section of the Directions.
93. The Respondent opposed those applications, stating that they are properly recoverable under the terms of the Lease and there was no reason why such recovery should be restricted in the present case, noting that it had been put to significant time and expense in managing the Application and identifying and responding to the key items in dispute.
94. The Tribunal is mindful that the types of orders requested by the Applicant regarding the recoverability of costs in general interfere with the parties' contractual rights and obligations and ought not to be made lightly or as a matter of course, but only after considering the consequences of the order for all of those affected by it and all other relevant circumstances.
95. The Tribunal considered the Application has been only marginally successful (on one discrete issue out of 8, amounting to a reduction of £9.14 out of a total of £1,549.44 sought). This was in circumstances where, *inter alia*: -
 - A significant amount of time and cost had been incurred, both by the parties and indeed the Tribunal, and Tribunal resources consumed.
 - The Application had been brought in 2023 and been the subject of a number of hearings and orders.
 - A significant amount of documentation had been generated and considered by the parties and the Tribunal.

- The Applicant had questioned the validity and authenticity of various documents provided by the Respondent and made several allegations of impropriety on the part of the Respondent, which the Tribunal found to be wholly unsubstantiated.

96. The Tribunal therefore declines to make the orders regarding the costs of the proceedings that are sought by the Applicant on the basis that it would not be just and equitable in the circumstances to make them.

Judge Richard M. Dobson-Mason

2 July 2025