



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

**Case reference** : **LON/00AK/LSC/2024/0766**

**Property** : **15, 17, 19 and 19A Bridgenhall Road,  
Enfield EN1 4AZ**

**Applicant** : **Mr D Soanes**

**Representative** : **In person**

**Respondents** : **(1) Mr and Mrs Compton  
(2) Ms Giordani  
(3) Applecare Limited  
(4) Ms Yusuf**

**Representative** : **Ms Burzio of counsel, for all  
Respondents**

**Type of application** : **For the determination of the liability to  
pay service charges**

**Tribunal members** : **Judge R Percival  
Mr J Stead BSc (Hons), MSc  
Ms J Dalal**

**Venue and date of  
hearing** : **10 Alfred Place, London WC1E 7LR  
10 July 2025**

**Date of decision** : **14 October 22025**

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**DECISION**

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### **Decisions of the tribunal**

- (1) The Tribunal makes the determinations as set out under the various headings in this Decision.
- (2) The tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 so that none of the landlord's costs of the tribunal proceedings may be passed to the lessees through any service charge.
- (3) The Tribunal makes an order under paragraph 5A of schedule 11 to the Commonhold and Leasehold Reform Act 2002 extinguishing any liability of the Applicants to pay an administration charge in respect of litigation costs of the application.

### **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 by the Respondents in respect of a demand issued in 2024.
2. Copies of the legislation referred to in this decision and other sources of free legal information are set out in the appendix to this decision.

### **The background**

3. The subject properties are maisonettes in a mid-century purpose-built block.
4. The Applicants hold long leases of the properties. Details of the relevant provisions are set out below.

### **The leases**

5. We were supplied with copies of all four leases. They are to like effect.
6. The leases are dated on various days in September and October 1961 for terms of 999 years.
7. By clause 1, the lessees are to each pay by way of additional rent a quarter of  
"the premiums from time to time paid by the Lessor for insuring the building of which the demised premises forms a part in the full replacement value thereof (including Architects and Surveyors fees) against loss or damage by fire explosion storm tempest aircraft and articles dropped therefrom (other

than hostile aircraft) riots civil commotion malicious damage and bursting or overflowing of water tanks apparatus or pipes”.

8. The ground rent is payable in two instalments on 25 December and 24 June each year. The additional rent in respect of insurance is to be paid “with the next half yearly payment of rent due after the payment of the said premiums by the Lessor and be recoverable as rent in arrears”.
9. The lessor’s obligation to insure the risks set out in clause 1 is at clause 3i.
10. The lessees covenant to paint the exterior, subject to approval of materials and colours by the Lessor, and to maintain the garden (clause 2(c) and (e)).
11. The demise is set out in the first schedule. In the case of all of the flats, the flat is identified by reference to a lease plan. The floors or ceiling structures are held as party structures. The upper maisonettes’ demises include the roofs above them.
12. The lessees covenant to pay a proportion of the costs under the third schedule (clause 2(f)). The terms of the clause are  
“To contribute and pay a due proportion of the costs expenses and outgoings specified in the Third Schedule hereto such proportion to be determined in case of dispute by the Surveyor for the time being of the Lessors whose decision shall be final and binding on the Lessee and keep the Lessor indemnified against all such costs expenses and outgoings”
13. The schedule title endorsed under the heading “The Third Schedule” is “Costs, expenses and outgoings to which the Lessee is to contribute”. It reads in full:

“1. The cost of maintaining repairing cleansing and renewing the sewers pipes tanks cables wires and drains roof chimneys and flues party structures walls gates fences and other parts of the premises used by the Lessee in common with the Lessor and the owners or lessees of adjoining or neighbouring maisonettes

2. The cost of cleaning maintaining repairing and relaying in good condition the ways coloured brown and brown hatched black

3. As between an upper and lower maisonette the floor of the upper maisonette shall be the responsibility of the owner or lessee of that dwelling the ceiling of the lower maisonette shall be the responsibility of the owner or lessee of that dwelling and

the joists between the said floor and the said ceiling shall be deemed a party structure repairable as in Clause 1 of this Schedule”

14. The “ways” referred to in paragraph 2 of the third schedule is the pathway to the left of the building when facing the building from Bridgenhall Road.
15. There is no covenant requiring the landlord to undertake the repairing obligations set out in schedule 3, or any other repairing, maintenance or similar obligations.
16. At the close of the first schedule (which specifies the demise and associated easements), a proviso refers to the relevant rights being “subject to and conditional upon the Lessee making the payments specified in Clause 2(f) and the Third Schedule hereto”.
17. There is a lessee’s covenant to pay  
“all costs charges and expenses (including solicitors’ costs and Surveyor’s fees) incurred by the Lessors for the purposes of or incidental to the preparation and service of a notice under section 146 of the Law of Property Act 1925 ...”
18. Other than in relation to the insurance rent, there is no provision for service charges, whether final or in advance.

### **The hearing**

#### *Introductory*

19. The Applicant represented himself. The Respondents were collectively represented by Ms Burzio of counsel.

#### *Preliminary issue*

20. The Applicant applied shortly in advance of the hearing for three previous case management applications he had made to be added to the bundle. The application was referred to the Tribunal to determine at the start of the hearing. In each case, the case management application had been refused by a procedural judge.
21. Mr Soanes had difficulty in identifying the applications he wished to be included in the bundle, but it appeared from the useful chronology provided by Ms Burzio that they related to an application for the matter to be heard on the papers, for a procedural judge to recuse himself, and a cost application; an application to include without prejudice material; and an application to order further disclosure (of what, Mr Soanes did not say), a further application in relation the proposed recusal of the

procedural judge, and an application relating to an allegation that the Respondents solicitors had been misleading.

22. Mr Soanes asserted that it was necessary for the applications to be added to the bundle so that he could prove his claim. He was, however, unable to provide any reason why the provision of the applications could be relevant to the issues to be considered at the hearing.
23. We refused the application. The refused case management applications themselves had no possible relevance. If anything they contained was relevant, Mr Soanes could advance it before us, without reference to the previous applications. He did not, in fact, do so.

### *Insurance*

24. We deal with insurance first, as the position in relation to the lease is distinct in respect of this issue.
25. As we have noted, there is a clear provision for a service charge relating to the insurance obligation imposed on the landlord.
26. Mr Soanes started his submissions by noting that insurance law and practice had changed since the date of the leases. At least two of the Applicants had taken out insurance themselves in respect of their maisonettes, which, he said, was building insurance of a kind appropriate for a freeholder to place. It was more appropriate for the building as a whole to be insured by the freeholder.
27. He had insured the building from 5 November 2024 to 22 April 2022. The policy he procured would have run from 5 November 2024 to 31 August 2025. He did not know why it was for this period. He cancelled the insurance early because it was then that he found that the two top floor flat leaseholders (flats 19 and 19A) were insuring their own properties, and the leaseholders refused to pay his service charge demand.
28. Mr Soanes demanded service charge contributions in relation to the insurance (and other things, for which see below) on 8 November 2024. He paid the premium on 13 December 2024. The broker through which he procured the insurance allowed 60 days credit (indeed, that was why he chose it).
29. The cost of the insurance was £1,807 (although the figure given in the demand made on 8 November 2024 was £1,850.14). He received a rebate of £795 consequent on the cancellation. Thus, he argued, the sum of £1,012 was payable.

30. Ms Burzio argued for the Respondents that the terms of the lease required that the service charge obligation arose once the premiums had been paid by the Applicant. In this case, that was not the case. She relied on *Quirkco Investments Limited v Aspray Transport Limited* [2011] EWHC 3060 (Ch), particularly at paragraphs [17], [21] and [25] to [27]. The expression in this lease, “from time to time paid...” was the same tense as “expended” in *Quirkco*, and the same principle applied. The obligation for payment of the insurance rent did not arise until the landlord had paid the premium.
31. She challenged Mr Soanes’ argument relating to the credit period. While Mr Soanes did not quite put it like this, the contention appears to us to be that the service charge obligation crystallised when the landlord was contractually obliged to make the payment, not when payment was actually made.
32. Ms Burzio argued that it was only at the hearing itself that Mr Soanes had raised the argument that the credit period was relevant to liability to pay the service charge. She took us to an email between the Applicant and someone at the brokers dated 11 December 2024, in which the Applicant asked that, if he “was not able to pay the annual premium”, would the brokers allow him to pay monthly, and that “I will clear the arrears of two months on 5 January” because “I expect contributions from lessees to be delayed”. In their reply, the broker said it could not offer monthly payments, that it was his responsibility to secure contributions, and that “non-payment of premium could give rise to notice of this insurance policy”.
33. There was, Ms Burzio argued, no mention that a credit had been offered, no suggestion that he had paid any sum in relation to the insurance, and the non-payment to that date is described as “arrears”. This, Ms Burzio argued, directly contradicted Mr Soanes oral argument in relation to credit. Further, at no time, and despite requests, had Mr Soanes provided a full copy of the insurance policy documentation. Ms Burzio took us to a letter from the Respondents’ solicitors asking for proof that insurance had been taken out on 13 November 2024.
34. There was, in the bundle, an email from the brokers summarising a policy, but, Ms Burzio argued, there was no clarity as to what the policy described was. In the summary provided, there is reference to an attached document setting out the cover, but no attachment was provided by the Applicant. There appear to be references to loss of rental income and business interruption, which would appear to be relevant to the insurance of a business loss by the landlord, which would not be referable to the service charge. There is no reference to rebuilding costs.
35. Ms Burzio suggested, relying on the forgoing, that even if the reference to arrears suggested that there was a contract of insurance in place, we could not reasonably conclude that it was the policy required by the lease.

36. Mr Soanes claimed that he had sent the policy documents to the Respondents' solicitors twice, but he had not included the policy documents in the bundle because they would have been too long.
37. Our conclusions are as follows.
38. First, Ms Burzio's submissions do lead us to have considerable doubts about the Applicant's insurance policy, not assuaged by what we consider to be the implausible arguments put forward by the Applicant for his failure to provide – at the very least, to the Tribunal – any appropriate details of the policy. But nonetheless, we do think that the correspondence with the broker demonstrates that there was a policy, of some sort, in relation to the property, and that was probably for the period contended for by the Applicant.
39. But that does not impact on the Respondents' basic point that the obligation to pay the insurance rent only arises once the landlord has actually paid the premiums. And Mr Soanes does not argue that he paid the premium before the demand, but relies on the provision for 60 days credit in relation to his relationship with the broker.
40. As to that, we accept Ms Burzio's submissions. The case is directly parallel to that in *Quirkco*. In that case, too, there was a contract of insurance in place, but the premium had not been paid. The non-payment period was a consequence of the grace period on renewal allowed by the insurance contract, but that is in no way different in principle from the credit period asserted by Mr Soanes (see paragraph [23] of *Quirkco*). In other words, that a contract for the insurance is in place, and that that contract did not require payment before payment was made, does not mean that the requirement for actual payment before a service charge is demand is sidestepped.
41. Ms Burzio invited us to determine what should be the mechanism for demanding insurance rent under the lease, which we interpret as a request for a determination under section 27A(3) for a forward looking determination of what service charges would be payable if (here, insurance) costs were incurred. We accept that the making of such a determination would be helpful in the circumstances, and is within the bounds of the current application.
42. It is clear what the mechanism is. First, the lessor must pay the insurance premiums. Thereafter the lessor must make a demand, which must of course comply with the relevant statutory requirements. That demand would then be payable by the lessees on the next rent day, that is 25 December or 24 June, after the demand is validly served.
43. *Decisions:* (1) the demand made before payment on 8 November 2024, as it related to insurance rent under the lease, was not payable. (2) A

demand for insurance rent would be payable as a service charge on the next rent day if validly served after the lessor had paid the insurance premium (subject to being reasonable in amount).

44. In the light of our conclusions, we do not need to consider the reasonableness challenge in relation to the insurance rent service charge. We do note at this point, however, that it would have proved virtually impossible to have come to a conclusion on reasonableness on the material available. Due to the failure of the Applicant to provide proper details of the policy, it was not possible for the Respondents to secure a reasonable like-for-like alternative quotation or quotations.

*The reinstatement/disrepair survey*

45. The demand made on 8 November 2024 included a sum described as “rebuild cost assessment and survey to check for disrepair”, at £2,400 in total, including VAT.
46. The demand was based on an (undisclosed) estimate. When asked why he was demanding service charge contributions in advance of expenditure in the absence of provision for an advance or interim service charge, his response was to say that he did not have sufficient funds to instruct a surveyor without collecting a service charge. He also said that lease was defective.
47. In his statement of case, and more briefly orally, he argued that it was possible to charge for a reinstatement survey where a lease made provision for a service charge referable to a landlord’s covenant to insure. In doing so, he relied as persuasive authority on a decision of the Tribunal in *7 Thirsk Road London SW11 5SU*, Lon/OOBJ/LSC/2022/0018, a first instance decision made by a panel chaired by the judge chairing the instant panel, in which a similar decision had been made. His argument was thus that expenditure on a reinstatement survey could be based on a covenant to insure. If that argument were correct, then this head of demand would be in a different category to the other demands, considered below.
48. In relation to the disrepair element, Mr Soanes argued that if there is a provision that the landlord is required to insure the property, there was an implied term that the property would be in good repair. In support of this contention, he argued that there was a term in the contract of insurance that the property was in good repair at the inception of the policy, and that it would be kept in good repair. While we have not seen the terms of the policy, as set out above, we are prepared to accept that there may be such a term. However, Mr Soanes was unable to provide any support for his contention that such a requirement in an insurance policy post-dating the lease by over sixty years, could have the effect of implying a term into the lease. He drew our attention to *Eshraghi v 7/9 Avenue Road (London House) Ltd* [2020] UKUT 208 (LC), as case law which, he said, supported this proposition. But that is a case on whether,



on the terms of the relevant leases, certain legal and other professional costs were recoverable. It has no possible relevance to the question before the Tribunal in this case. We reject the notion that, because Mr Soanes contracting on certain terms with the insurance company, that that was capable of implying a term into his contract with the leaseholders, the leases.

49. As to reinstatement costs, Ms Burzio's more general position was that the covenant to insure was capable of justifying a charge (as part of the insurance rent) for some expenditure to establish reinstatement costs, but that that would be limited to a desktop exercise, and would not justify a survey. In doing so, she relied on the decision in *7 Thirsk Road*, in which the Tribunal accepted that the cost of such an exercise was recoverable, under a covenant similar to that in this case, in that it referred to the cost of "premiums", rather than using a broader term such as "the cost of insuring".
50. We note here that we have some doubts as to the correctness of the approach in *7 Thirsk Road* (a position we find it easier to articulate, given that Judge Percival presided over the panel in both that case and this). While we accept the logic set out in paragraph 43 of that decision (a duty to insure can only be carried out if reinstatement costs were determined), we now doubt whether that is sufficient to overcome the limitation of the service charge to, specifically, the cost of premiums. That a landlord has to do something to accomplish an end for which it can make a service charge does not necessarily mean that it can also recover the costs of the precondition under that service charge provision.
51. Ms Burzio's position in relation to disrepair was that the lease made no provision at all for repair by the Applicant. If there were any repairing obligation, it could only relate to the matters covered by the third schedule, quotes above. There was, however, no covenant in the lease requiring the landlord to undertake the work set out in that schedule. Clause 2(f) – a lessee's covenant – and the third schedule together amounted to a requirement on the lessees collectively to do the work referenced, and to pay for it.
52. We think Ms Burzio's position is persuasive, but not wholly and unanswerably compelling. The core point, that there is no express covenant requiring the lessor to undertake the third schedule works, is a strong one, But the terminology of both provisions, which refer to payment, not undertaking the work, and (in clause 2(f)) refers to indemnifying the lessor, would be more appropriate to a charging provision than a covenant to repair. In short, we would be bound to consider that the contrary position was arguable, if asked to assess it.
53. Nonetheless, it is unanswerable that, if there were a lessor's repairing covenant to be implied, it could only possibly apply to the third schedule matters. Accordingly, if a survey were to be justified, contra Ms Burzio's

position, it could only apply to a survey relevant to those works, and not disrepair generally. The tenor of Mr Soanes' argument strongly suggests that the quotation upon which the purported demand was based would not have been so limited.

54. But in any event, the fact that the lease makes no provision for an advance service charge is in any event fatal to the validity of *this* demand, whether it related only to reinstatement costs or to those and an assessment of disrepair. We accordingly limit ourselves to so finding. This application can be determined on this more limited basis, which means that the arguability of the third schedule repairing point cannot arise.
55. *Decision:* the lease makes no provision for advance service charges. The purported advance service charge for a reinstatement and disrepair survey is not payable.
56. Should the issue of reinstatement costs arise again in the future, we note here that, first, the Applicants had argued in correspondence that it would have been sufficient to have specified a rebuild figure of £1 million, which would certainly have been sufficient, and would obviate the need for a survey. And secondly, as part of his argument in relation to the reasonableness of the insurance rent service charge, Mr Soanes observed in the hearing, in the context of his (unsuccessful) attempts to secure insurance quotations from other brokers, that a £1 million reinstatement cost would have provided a reasonable basis for a quotation, as he was sure that that sum would have been sufficient.

*Other heads of service charge demand*

57. The other elements of the service charge demand made on 8 November 2024 were for EICR certificates (£432), health, safety and fire risk surveys (£300), and asbestos surveys (£416.40) in each case "for 4 maisonettes", and a management fee (809.54). All figures include VAT.
58. In the first place, in each case the demands were advance service charge demands unwarranted by the lease, and so not payable for that reason alone.
59. Secondly, even if the service charge demand had been in arrears, there is nothing in the lease to justify the recovery of any such expenditure under the lease.
60. Mr Soanes argued that, as it was a condition of insurance that all legal requirements were satisfied, he had to undertake the works specified. We were not clear, however, why he thought that that meant that he could make a service charge demand in respect of those matters. We were not supplied with the basis of the estimates underpinning the purported demands, and we did not hear submissions as to the extent to which

there was any obligation on a landlord to undertake the steps set out in the charges contended for.

61. Mr Soanes also argued that the Defective Premises Act 1972, section 4 gave him a right to inspect the premises, and imposed a duty on him to ensure that the property was in good repair.
62. Mr Soanes' argument that he could derive a right to demand service charges from the terms of his insurance policy is wrong. A service charge must be justified under the lease, and cannot be founded on some other obligation of the landlord, and nor can such an obligation, in itself, imply a term into a lease. The structure of the argument is the same as that rejected above at paragraph 48.
63. We also found Mr Soanes' argument in relation to the Defective Premises Act 1972 difficult to understand. The Act does impose obligations on a landlord, but only where the landlord is under a contractual obligation to maintain or repair the premises. There is no such obligation in respect of the demised premises. The inspection provision does not have the effect proposed by Mr Soanes, and in any event, the landlord is expressly not responsible where the tenant is allocated responsibility for maintenance and repair by the lease. And again, whatever obligations are put on a landlord by statute, it is only the lease that provides a landlord with the right to demand a service charge.
64. Mr Soanes did not argue the point orally, but in his skeleton argument he argued that various alleged failings by the Respondents (to "contribute to building safety", to fail to insure) amounted to breaches of the fourth schedule regulation against nuisance and annoyance, which specifies that the lessee will not do or permit anything that causes nuisance or annoyance to the lessor or neighbours. In his letter of 8 November 2024, he went further and claimed that "it would be a breach of the said regulation if you deny the defects." This argument is irrelevant to whether a service charge can be demanded, and, with all due respect to Mr Soanes, borders on (and, in the form in the letter, goes well beyond the border of) the absurd.
65. Decisions: (1) the lease makes no provision for advance service charges. The purported advance service charge for the matters set out at paragraph 57 are not payable. (2) A demand for the same service charges if made in arrears of payment by the Applicant would not be payable.

#### *Accusation of misleading the Tribunal*

66. On returning from the lunch time adjournment, Ms Burzio addressed us on what she described as a preliminary issue. She related that Mr Soanes had said to her that she was misleading the Tribunal. The reason was that insurance certificates were, he said, sent on 18 November 2024, which she had not acknowledged. She had not seen the email that Mr Soanes

referred to before today, but her instructions where that there was no evidence that sums were incurred.

67. We did not feel it necessary to hear from Mr Soanes. We said that if Ms Burzio was acting on the factual basis upon which she was instructed, there was no question of her seeking to mislead the Tribunal. Our concluded view on the matter is that Mr Soanes was essentially asserting that disagreeing with him on a matter of fact should be interpreted as the party disagreeing behaving improperly, a proposition we reject.

### **Applications for additional orders**

68. The Applicant applied for an order under section 20C of the 1985 Act that the costs of these proceedings may not be considered relevant costs for the purposes of determining a service charge; and an order under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 extinguishing any liability to pay an administration charge in respect of litigation cost in relation to the proceedings.
69. Insofar as the orders under section 20C and paragraph 5A are concerned, we consider these applications on the hypothetical basis that the leases do provide for such costs to be passed on either in the service charge or as administration charges, without deciding whether that was the case or not (but noting that we doubt both propositions). Whether the lease does, in fact, make such provision is, accordingly, an open question should the matter be litigated in the future.
70. An application under section 20C is to be determined on the basis of what is just and equitable in all the circumstances (*Tenants of Langford Court v Doren Ltd* (LRX/37/2000)). The approach must be the same under paragraph 5A, which was enacted to ensure that a parallel jurisdiction existed in relation to administration charges to that conferred by section 20C.
71. Such orders are an interference with the landlord's contractual rights, and must never be made as a matter of course.
72. We should take into account the effect of the order on others affected, including the landlord: *Re SCMLLA (Freehold) Ltd* [2014] UKUT 58 (LC); *Conway v Jam Factory Freehold Ltd* [2013] UKUT 592 (LC); [2014] 1 EGLR 111. In this case, there is no suggestion of any issue such as would arise in the case of a leaseholder-owned freehold company whose only source of funding was through the service charge. Mr Soanes told us that he owned or had an interest in about 100 freeholds.
73. The success or failure of a party to the proceedings is not determinative. Comparative success is, however, a significant matter in weighing up what is just and equitable in the circumstances.

74. In this case, the Respondent has been entirely successful. The only just and equitably outcome would be if we made the orders, and we do so.
75. *Decision:* The Tribunal orders
- (1) under section 20C of the 1985 Act that the costs incurred by the Respondent in proceedings before the Tribunal are not to be taken into account in determining the amount of any service charge payable by the Applicant; and
- (2) under Commonhold and Leasehold Reform Act 2002, schedule 11, paragraph 5A that any liability of the Applicant to pay litigation costs as defined in that paragraph be extinguished.

### **Applications for costs**

76. Ms Burzio indicated that the Respondents would consider applying for an order for costs.
77. If either party wishes to make an application for costs under Rule 13(1)(b) of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013, that party must send or deliver an application on form Order 1 to the Tribunal and to the other party within 28 days after the date on which this decision is sent to the parties (rule 13(4) and (5)).
78. If an application is made, the Tribunal will issue directions for its determination.

### **Rights of appeal**

79. 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 London regional office.
80. The application for permission to appeal must arrive at the office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
81. If the application is not made within the 28 day time limit, the 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 these reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.

82. The application for permission to appeal must identify the decision of the Tribunal to which it relates, 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.

**Name:** Judge R Percival

**Date:** 14 October 2025

## **APPENDIX: SOURCES FOR FREE LEGAL MATERIALS**

### **Legislation**

The legislation referred to in this decision may be found at:

<https://www.legislation.gov.uk/ukpga/1985/70>

<https://www.legislation.gov.uk/ukpga/2002/15/contents>

### **Case Law**

The dedicated website for Upper Tribunal (UT) cases, which are binding on this Tribunal, is:

<https://landschamber.decisions.tribunals.gov.uk/Aspx/Default.aspx>

The search engine does not allow for free text searching. Sufficient information to use the provided search engine (such as the date of the case or the parties names) may be available via a google search.

Alternatively, the official National Archive website is at:

<https://caselaw.nationalarchives.gov.uk/>

This has a better search engine, but does not contain UT decisions before 2015, and there may be gaps in its provision thereafter.

The National Archive website can also be used for finding cases in higher courts, including those referred to in UT decisions.

Alternatively, many UT decisions, and most other important cases in all courts, are available on:

<https://www.bailii.org/> .

Bailii stands for British and Irish Legal Information Institute. It is a charity that has published free caselaw for many years, and has in some cases loaded up earlier case law.