



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

Case reference : **CAM/12UE/LSC/2024/0033**

Property : **Buckden Marina, Mill Road, Buckden,
St. Neots, Cambridgeshire, PE19 5QS**

Applicant : **Victoria Browning and the other
leaseholders of 43 dwellings at the
Property**

Representative : **Victoria Browning**

Respondent : **1. Aquatime Limited
2. Buckden Properties Limited**

Representative : **1. Ms Edmonds, Counsel
2. Mr Baizley, Solicitor**

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 : **Judge Adcock-Jones
Mr G.F. Smith MRICS FAAV**

Venue : **Via CVP**

Date of hearing : **15 May 2025 and 16 – 17 October 2025**

Date of decision : **24 November 2025**

DETERMINATION

Decisions of the Tribunal

- (1) The Tribunal determines that the sums payable by the Applicants in respect of actual service charge costs for years 2021/2022 and 2022/2023 and actual and estimated service charge costs for 2023/2024 are as set out below.
- (2) The Tribunal does not make an order under section 20C of the Landlord and Tenant Act 1985 (“the 1985 Act”) as no provision exists within the lease for costs of the Tribunal proceedings to be passed to the lessees through any service charge.
- (3) The Tribunal does not make an order under paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002.
- (4) As the Applicants have been largely successful, the Tribunal makes an order under Rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“the Tribunal Rules”) for them to recover their Tribunal fees in respect of their application issue fee and hearing fee payable within 28 days of this Decision.

The Application

1. The Applicants initially consisted of the leaseholders of 43 out of 81 residential lodges situated at Buckden Marina. On day two of the hearing on 16 October 2025, Ms Browning advised the Tribunal that several Applicants did not want to proceed and would be proceeding under a separate application with alternative legal representation. An updated list of Applicants had been sent to the Tribunal and no response had been received from the Respondents. The Applicants therefore consist of the list of persons provided per the Applicants’ email of 25 September 2025 sent to the Tribunal and as scheduled to this Decision.
2. The Applicants seek determination as to the amount of service charges payable pursuant to section 27A of the 1985 Act in respect of the service charge years from 2021 to 2024.
3. The First Respondent is the immediate landlord and the Second Respondent is the superior landlord.
4. The Applicants further seek an order to limit the recovery of the Respondents’ costs of the proceedings through any service charge and/or administration charges pursuant to section 20C of the Landlord and Tenant Act 1985 (“the 1985 Act”) and 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002.

5. The Applicant sought an order under Rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“the Tribunal Rules”) in respect of reimbursement of the Applicant’s Tribunal fees.
6. For the sake of ease, the Tribunal has added an extract of the revised Scott Schedule and Second Respondent’s Concession document showing the figures in dispute to this Decision.

The Hearings

7. A remote hearing was held by CVP video. The Applicants were represented by leaseholder and applicant Ms Victoria Browning, the First Respondent was represented by Ms Edmonds of Counsel and the Second Respondent was represented by Mr Baizley.
8. In reaching this Determination, the Tribunal has considered the skeleton arguments provided by the parties and the bundles and any relevant subsequent emails sent to the Tribunal. The Tribunal heard oral submissions from the parties, when they were in attendance, and, if appropriate, witness evidence which were recorded by HMCTS.
9. The first hearing was held on 15 May 2025. The Tribunal noted its difficulty to follow the voluminous bundle filed which consisted of three lever arch folders. The Tribunal emphasises the importance of party documentation being presented in a concise and succinct manner that is legible and logical. A great deal of pages were in far too small a font with the parties’ expectation that the Tribunal would cross-reference to electronic copy documentation with no appreciation of the practical difficulty and time-consuming nature of such request.
10. Furthermore, no account appeared to have been taken by the parties of the length of hearing required and reading time that the Tribunal had to engage in. It is the obligation of the parties to inform the Tribunal if the listed hearing time is appropriate to avoid unnecessary adjournments. This was particularly unfortunate given that such issues had clearly arisen at a previous hearing in a separate determination.
11. Additionally, it was noted that the bundle still requested determination of several issues that fell outside the Tribunal’s jurisdiction despite being warned against such within the directions of Judge Wyatt dated 14 February 2025. This resulted in the Tribunal having to repeat such warning at the start of the first hearing on 15 May 2025 to focus the parties’ minds on the issues at hand.
12. At the end of the first hearing on 15 May 2025, the Tribunal set directions for a revised Scott Schedule to be filed by 29 May 2025 to assist the Tribunal to determine the remaining service charges expediently at the next hearing.
13. The subsequent hearing was listed on 16 and 17 October 2025 and again took place via CVP. Mr Baizley of the Second Respondent was unable to attend due

to ongoing health concerns and no alternative representation was arranged. There was also no representative for the First Respondent. The Tribunal issued further guidance for written submissions to be filed in their absence but these were ultimately not filed. For the subsequent hearing dates in October, only the Applicants were in attendance.

The Background

14. On 16 May 2024, the Applicants filed their application. The Tribunal did not consider that an inspection was necessary.
15. As noted above, directions were issued by Judge Wyatt dated 14 February 2025.
16. Over the course of the matter, various other applications were made within the proceedings by the parties and dealt with by the Tribunal accordingly. For the sake of brevity, the Tribunal does not specifically list these all as part of this Decision.

The Issues

17. At the start of the hearing the Tribunal identified the relevant issues for determination as follows:
 - whether disputed relevant costs were reasonably incurred (or reasonable, where only more recent charges based on estimates can be determined), and service charges are payable in respect of them;
 - whether an order under section 20C of the 1985 Act and/or administration charges under section 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 should be made;
 - whether an order for reimbursement of application/hearing fees should be made
18. The relevant legal provisions are set out in the Appendix to this decision.

The Lease

19. For the sake of brevity, the Tribunal adopts the content of paragraphs 45 – 52 under the subheading of “The lease” of the Tribunal’s Determination dated 05 September 2023 under Case Reference CAM/12UE/LIS/2022/008 and CAM/12UE/LSC/2022/0067 (“the 2023 Decision”) which sets out the relevant provisions of the head lease and specimen lease pertaining to service charges.

Apportionment

20. It became clear that, under a number of headings, the Second Respondent had calculated a number of service charges at a sum exceeding one third of the total charges. The Tribunal adopts the reasoning and determination as set out under

paragraph 62 of the 2023 Decision in which it was held that it was reasonable for the leaseholders to bear one-third of the total charges, unless there is justification for a variation for a specific item.

21. The Tribunal was not satisfied that there was any evidence produced to justify a variation of any specific items and therefore, where sums are deemed reasonable and payable, these have been adjusted to reflect the one-third apportionment.

Determination

22. The Tribunal determined that the Application was to be considered under section 19 of the 1985 Act.
23. The disputed service charge items were as produced in the Scott Schedules, although the copy provided for the hearing on 15 May 2025 included incorrect figures, hence the need for the updated Scott Schedules. As explained above, extracts from the updated Scott Schedules and the Second Respondent's concession document are scheduled to this Decision to show the relevant figures in dispute.
24. Having heard evidence and submissions from the parties and in considering all the documents provided, the Tribunal has made the following determinations.

2021-2022

25. It should be noted that the First Respondent's position was that insofar as the challenges related to the apportionment and calculation of charges in the accounts, the Second Respondent was the party more appropriate to respond to each service charge challenged. The First Respondent contended that the sums were recoverable under clause 4.2 and the Third Schedule of the lease.

E1 Grounds Maintenance – Mowing Communal Areas

26. The Applicants were concerned by the lack of itemisation between mowing and handyman charges and to ensure that allocation for communal land was 33.33% for the residential leaseholders.
27. The Second Respondent submitted that every effort had been made to ensure that the invoices were more detailed although it acknowledged that some invoices were generic and that allocation between the various categories covered under mowing of communal areas and handyman work was based upon their judgment. They had adjusted the apportionment to 33.3%
28. Upon inspection by the Tribunal, it was clear that invoices were not apportioned correctly by the Second Respondent. It was accepted by the Applicants that such sums were payable under the terms of the lease. Therefore the Tribunal was only dealing with the question of reasonableness of the invoices provided at C320 to C329. Page B38 set out the apportionments and the revised updated demand was provided. The accountants KKMVS reconciled the payments with only what they saw in the bank accounts and in the invoices.

29. Upon further discussion, the figure of £4985.00 was agreed.

E.2 Grounds Maintenance – Handyman

30. Similar arguments as raised above in respect of mowing were raised by the parties. It was noted from inspection of the relevant invoices at C330 and 334 this included work to the Marina and therefore the figure was agreed by the Respondent of £1203.36.

E.3 Grounds Maintenance – Site Security

31. The Tribunal was referred to the respective arguments raised within the Scott schedule by each party. The Tribunal confirmed that it had no jurisdiction to consider any potential claims relating to privacy or data protection.

32. The Applicants considered the service charge sum should be zero. No licence had been given, only four posts erected and a few electrical cabinets. The District Council had not approved planning permission because the Second Respondent had apparently not discharged certain conditions.

33. There was no written consent from the leaseholders for smart cameras which covered their property and which focused on lodge gardens. The Applicants had seen nothing to justify the cost of the four poles.

34. The Tribunal considered the invoices at C349-C350 which referred to a comprehensive system and one which covered access where there was only one way in and out of the marina. The Second Respondent stated that none of the cameras were on demised land and that no planning permission was required.

35. The Applicants provided evidence of comparative quotes such as at C202 and C184 and it was noted that the Second Respondent had paid for a survey whilst four quotations which they had obtained would not have charged for a survey to be undertaken.

36. The Second Respondent could not recall if or how many other quotes had been obtained as Mr Baizley had not done this personally. There was argument raised whether the Second Respondent would benefit from claiming the VAT back. This is a matter between the Second Respondent and HMRC but there was no evidence that the Second Respondent would be able to recover the VAT, at least in respect of any parts payable through residential service charges. If the Second Respondent can recover the VAT, then the Second Respondent should be accounting for the net cost as then it would not just be a matter between the Second Respondent and HMRC.

37. The Tribunal considered it reasonable to remove the price of the survey from the service charge. The invoice relating to the survey was at C350. This amounts to £9360.00 divided by three leaving a total of £2271.00 to pay.

E4 Tree Surgery

38. The Applicants stated this should be zero because the only invoice related to trees being felled by petrol pumps located on another commercial tenant's land. The Tribunal was referred to invoices C52 and C53 and a more legible copy under E53 which referred to reducing willows by the fuel pumps.
39. The Applicants stated that the trees were not on communal land and were behind a gate and therefore was accessible by the Applicants. The Second Respondent asserted that it was on communal land. During the course of the hearing, a plan of E40 was marked with an X to show the location of the relevant willow trees.
40. Invoice E53 refers to reducing the size of the weeping willow & white willow by fuel pumps. No images or definitive location of the trees were provided by either party. Google Earth indicates trees in the red area and one in the grey on the plan. Upon looking at Google Earth in 2021, the trees in the red area have been cut but not the trees in grey area.
41. The Tribunal has found as a finding of fact that the willow trees were not on communal land and therefore no sum is payable under this heading.

Items E5 to E7 and E9 – Various Management Charges

42. The Tribunal took into account the various submissions made by the parties within their statements of case, Scott Schedule and during the course of the hearing on 15 May 2025.
43. The Tribunal considered that the proper course of action was to consider all of the management costs in the round and then on a per unit basis in accordance with the RICS Blue Book guidance.
44. This Tribunal considers that a management fee of £260.00 per unit is appropriate. Taking into account that the Second Respondent only dealt with the site for eight months, this would equal £124.96 or £125.00 rounded up per unit.
45. Therefore the fee for each Applicant of £125.00 is allowed.

E8 – Management Costs – Accountant's Fee

46. The sum of £310.00 was agreed between the parties during the course of the hearing.

E10 – Management Costs – Bank Charges

47. It was accepted by the Second Respondent that client money was not held in an appropriate separate account for the purpose of holding client money.
48. All sums were paid into an account and then cross charged. The Applicants were not, in principle, adverse to charges for designated client account. The Tribunal

considered that the Second Respondent, particularly given that it was run by Mr Baizley, a solicitor regulated by the Solicitors Regulation Authority, should have appreciated the importance of client money being held in a separate designated account and therefore this sum was disallowed.

E11 – Savings Account Interest

49. There was no obligation under the lease for the provision of interest. No sum is allowed for this.

E12 and E13 – Utility Charges

50. The parties agreed that no sums were payable under these headings.

E14 – Utility Charges Lodge Owners

51. The Tribunal went through the relevant invoices from C376 onwards. Some of the costs clearly reflected two different pumping stations. One invoice from Binder amounting to £217.68 accounted for work done in July and therefore the sum of £899.36 was agreed.

First Respondent Management Fee

52. The parties were in agreement that £75.00 plus VAT a year was reasonable for the First Respondent's management fee as the immediate landlord.

2022-2023

53. Prior to the returned hearings on 16-17 October 2025, the Second Respondent filed a concessions document pertaining to a number of headings for this year and for 2023-2024. Whilst the Applicants filed a response taking issue with the same, the Tribunal has noted these, where appropriate, below.

F1 – Grounds – Mowing Communal Areas

54. The parties made the same arguments as for the earlier year. The Applicants considered the figure of £5,188.88 consisting of various invoices was appropriate and this was thereafter to be calculated at 75% then 33.33% totalling £1,916.50.
55. The Second Respondent submitted that they were trying to be helpful by breaking the sums down. The Tribunal was referred to a schedule which demonstrated these splits but no reasoning behind them was provided.
56. The Tribunal accepted the submissions of the Applicants insofar as the number of invoices lacked detail to show that they were reasonably incurred and the Second Respondent had clearly sought no detail in respect to the work done to justify such sum and there were certainly nothing recorded on the invoice itself to provide any insight.

57. Accordingly, the Tribunal allows the sum of £1,916.50.

F2 – Grounds General Site Maintenance

58. The Applicants considered the apportioned figure of £3,774.00 consisting of various invoices to be correct noting that some invoices were not produced or related to work that was not on communal grounds. The Second Respondent sought to rely on Clause 12.1 of the Headlease.

59. The Tribunal concurred that there was no invoice produced for Mr Tucker's work totalling £160.00 and that the invoice of £800 for Mr Edwards was vague in detail. There also needed to be a deduction of £119.00 in respect of lawn care as the document produced stated it was an opening balance and not an invoice.

60. The Tribunal therefore allows the sum of £3,774.00.

F3 – Grounds Dog Bins

61. The Applicants referred to a lack of invoices from the parish council to support the figure of £373.00 sought by the Second Respondent. In light of this, the Second Respondent accepted the Applicants' figure of £225.87.

Skip Hire

62. No charge was made so no determination is required.

General Site Maintenance

63. The Tribunal was not persuaded that any of the costs were attributable to the Applicants. The invoices did not have enough information (and some were missing) of what works were carried out where within the site. The presentation of this head by the parties was confusing as some costs were included in some of the items below and the invoices were not clear on where the work was conducted. However, it appeared that most of the invoices did relate to work on the commercial tenants' land/property.

64. Neither the Applicants nor the Second Respondent provided evidence beyond the Applicants' submitting that they had not observed taking place works on communal land but some of the works had been on commercial land. The Applicants were adamant that no weeding had been done and the Tribunal did make, as a finding of fact that a small area, which was fenced off and let to a third party tenant might have been where the weeding was done. Given the value of the invoice being unlikely to reflect weeding of all the communal grass, the Tribunal considers that no sum under this heading is permitted.

Dog Bins

65. The Applicants did not dispute the sums charged so no determination is required.

Pumping Stations

66. The Second Respondent confirmed in its concession document that this sum should be written off and therefore no determination is required.

F4 – Site Security

67. The Tribunal was referred to two invoices at Exhibit E117 and E118 from the Seccom Group, both of which were dated 06 May 2022.

68. One was described as Equipment Hire and Labour totalling £15,000 inclusive of VAT and the second referred to as Project Management totalling £12,636 inclusive of VAT.

69. The Applicant submitted that no cameras had ever been installed on site, only poles. The Second Respondent referred to the 2023 Decision and argued that the sums sought were reasonable and payable.

70. The Tribunal was not satisfied that the invoice produced at E118 was justified given that there was no evidence to support that the detail set out in the invoice had been carried out and the Second Respondent's position was that it was "planned to proceed".

71. As such, only the invoice produced at E117 totalling £15,000.00 is considered as reasonable.

F5 – Replacement of Barriers

72. The Second Respondent acknowledged that there was a credit of £1,000 to be applied following the reasoning of the 2023 Decision. The Applicants referred the Tribunal to the invoice at E118 for Home Starr Security and stated that the gates had never been operational. This also applied for the invoice produced at E140 for Posh Electrical Services.

73. Taking everything into consideration, the Tribunal agreed that the Applicants were correct in discounting one gate and were taken to the email which confirmed this. The Tribunal therefore made the following calculations:

$$£11,138.40/3 = £3,712.80;$$

£600 should be £400 as the third gate was agreed as being the responsibility of the Second Respondent;

$$\text{Total: } £4,896/3 = £1,632.00$$

74. Per page E141, the Tribunal agreed to allow the Electrical invoice totalling £1,100 therefore the total permitted is £6,444.80.

F6 – Tree Surgery

75. The Second Respondent confirmed in its concession document that this sum should be written off and therefore no determination is required.

F7 – F10 – Various Management Costs

76. The Tribunal repeats its findings that the proper course of action is to consider all of the management costs in the round and then on a per unit basis in accordance with the RICS Blue Book guidance.
77. This Tribunal considers that a management fee of £275.00 per unit is appropriate for this year.
78. Therefore the fee for each Applicant of £275.00 is allowed.

F11 – Public Liability Insurance

79. This item was agreed between the parties insofar as a credit of £397 had already been given and a further credit of £793 will be applied to the next invoice and therefore this does not require the Tribunal's determination.

F12 – Management Costs – Other Organisations

80. The Second Respondent conceded that these costs are to be written off and therefore no determination is required by the Tribunal.

F13 – Bank Charges

81. The Second Respondent conceded that these costs are to be written off and therefore no determination is required by the Tribunal.

F14 – Savings Account Interest

82. The Second Respondent confirmed that a full credit has been given to the First Respondent and therefore there should be no charge to the Applicants.

F15 – Sundry Costs

83. No charge has been raised under this item and so no determination is required.

F16 – Contingency Fee

84. The Tribunal adopts the reasoning as set out in paragraphs 174 to 175 of the 2023 Decision in respect of the Headlease provisions pertaining to a sinking fund and that it is generally good management practice to have a fund to deal with any unforeseen circumstances. The Tribunal notes that the sublease makes provision for any unexpended sum to be returned with interest at the end of the term, although notes that this may not be practical given the purpose of a

contingency or sinking fund to effectively build up a pot for future unforeseen circumstances.

85. The Tribunal considers that as the Second Respondent's actual costs for the site were £31,094 per page E27 of the bundle, therefore the figure of £3,202.68 amounting to the historic charge of 10.3% but no more is reasonable and any sum recovered in addition to this sum should be returned to the Applicants.

2023-2024

G1 Mowing Communal Areas

86. The Applicants took issue with the apportionment of the invoices produced by the Second Respondent at 84% and not at 75% and took the Tribunal through the various invoices highlighting the lack of corroborative time sheets or details within the invoices of work done and where.

87. Where the Tribunal was satisfied that there was evidence in the form of invoices and timesheets to corroborate the work done, such invoices were permitted, The Tribunal's determination is therefore as tabled below:

Invoice at Bundle Page	Sum Allowed	Total as Apportioned
E161 - £2200	£2100	£525.00
E162 - £400	£0.00	£0.00
E163 - £1464	£1400	£350.00
E164 - £1696	£1600	£400.00
E165 - £1346	£900	£225.00
E166 - £1256	£1100	£275.00
E166 - £2010	£0	£0.00
E167 - £2520	£0	£0.00
0096 £1060.00 (not in bundle)	£0	£0.00

G2 – Grounds – Weed Control

88. The Second Respondent confirmed that there was no charge for this and no invoices had been produced as a result. The budgeted sum had been apportioned correctly and the Tribunal would accept that this is reasonable but as no charge is to be raised, no further determination is required other than to comment that if any actual costs are raised, these should be apportioned at 33.33%.

G3 – Site Clearance

89. The Second Respondent conceded that this should only be a charge of £32.00. The Applicants' position was that this should be a zero charge as the budgeted figure was too high and the clearance works was done on another commercial

tenant's land rather than the leaseholders and relied upon a map showing a visual representation of other lease areas on the site.

90. The Tribunal had regard to the Headlease, clause 12 onwards relating to Services and specifically to clause 12.1 which allowed for the payment of maintenance charges for various areas of the Estate; however, clause 12.3 provides that the Landlord covenants with the Tenant *“to pay the proportion of the maintenance charges properly attributable to any part of the Estate which is intended to be let but is not let or not let under terms enabling the Landlord to recover in full the whole or part of the costs of the services herein referred to”*.

91. As the Tribunal determined that the site clearance was carried out on land let to a commercial tenant, the Tribunal does not deem any service charge payable under this head as reasonable or payable for this year.

Dog Bins

92. The Applicants were happy to pay 33.33%% of the invoices for work done by the Parish Council but other invoices were either apportioned incorrectly or the bins were not cleaned as they were recalled to be overflowing to the point that stickers were put on them by Ms Browning to stop people from adding to the waste. There were also circumstances where no corroborative timesheets of invoices were produced.

93. The following sums are therefore allowed:

Invoice in Bundle	Sum Allowed	Total as apportioned
E170 - £171.04	£171.04	£57.00
E170 - £171.04	£171.04	£57.00
E171 - £197.29	£197.29	£65.76
E166 - £60.00	£60.00	£20.00

94. The Tribunal also took into account the email dated 07 November 2023 (Exhibit C228) noting that no services would be provided whilst service charges remained unpaid. As such, there was no evidence that services had been provided and therefore the additional sums sought were not reasonable for the Applicants to pay.

G4 – General Maintenance

95. The Second Respondent proposed to write off £230.33 but no elaboration for this figure had been provided in the concession document.

96. The Applicants referred the Tribunal to the invoice on page E161 of the Bundle noting that such sums had already been accounted for under other headings and/or were situated on other tenant's land.

97. For the remaining invoices, the Tribunal was either not provided with invoices or corroborative timesheets or there lacked any other evidence in support. This was particularly the case for the Greener Planet invoices and the Tribunal could not be satisfied as to the purpose of the skips being for the Applicants' benefit and where they or the tarmac works were located on the site.

98. The Tribunal therefore determines that no sums are payable as reasonable under this item.

G5 – Pumping Stations

99. The Second Respondent proposed a credit in the concession document but again no explanation for the sum proposed had been provided.

100. The Applicants submitted that it was clear from the invoices which pump houses served them and this could easily have been calculated by the Second Respondent. The invoices on E155 and E161 referred to 28 Ouse Valley Way or 14 Marina View. 28 Ouse Valley Way solely served the Applicants and 14 Marina View was shared 50% with the lodge owners. The Applicants therefore proposed that they were liable for 100% of the costs incurred for 28 Ouse Valley Way and 50% for 14 Marina View.

101. The Tribunal concurs with this submission and therefore deems the following sums as payable:

- a) £123.60;
- b) £61.80 (50% of £123.60);
- c) £123.60

G6 – Grounds Site Manager

102. It was confirmed that there was no charge for this, although the budgeted figure had been apportioned at 55%.

103. The Applicants confirmed that there was no site manager, although acknowledged that for block charges, such item was not uncommon.

104. In such circumstances, the Tribunal confirms that any apportionment should have been capped at one third but no sums are deemed payable and reasonable under this item.

G7 – Grounds – Site Security

105. The budgeted sum had been apportioned at 50%, although no charge had yet been raised against the Applicants. The Applicants considered that the charge for this was not logical or reasonable where there still remained no security measures on the site.

106. In the absence of any evidence to support the future work being undertaken or other site security being introduced, the Tribunal did not consider it reasonable to allow for such item.

G8 – Lighting

107. The Second Respondent confirmed that there had been no charge for this and a budget of £7,500 had been set, with a 65% apportionment to the Applicants. No evidence to support the budget had been produced and the Tribunal was informed that the lighting along the roadways on site had not worked for many years.

108. The Applicants had obtained a quotation for solar panels around the site but did not consider the budgeted sum appropriate as all of them had lighting around their own lodges. The Applicants further noted that they would be happy to pay 33.33%% for solar bollards if such plans were put in place in the future. They also acknowledged that any solar installation would require maintenance in the form of cleaning and repair.

109. In the absence of any evidence to support the figure, the Tribunal does not consider this sum as payable or reasonable.

G9 – Grounds Exceptional Items

110. This related to a budgeted figure of £1,000 for commissioning gates. No evidence was produced to support the plans for any other gates on site or where their potential location could be. Again, any apportionment should be at 33.33%% but in the absence of supporting information, the Tribunal does not allow any sum under this item.

G10 – CCTV

111. This item related to a further budgeted sum and had been apportioned at 40% rather than 33.33%%. The Tribunal heard that the CCTV work had still not been undertaken and previous invoices under previous years for Seccom Security Group totalled circa £30,000. No application for planning had ever been filed with the local planning authority and therefore no prospective work appeared to be coming in the near future.

112. Accordingly, the Tribunal does not consider any sum under this item to be reasonable.

G11 – Tennis Courts

113. The budgeted sum claimed was apportioned at 75%. No charge had yet been raised in respect of this head.

114. The Tribunal heard evidence that two tennis courts were located behind the leisure club. Lodge owners had to pay to be a member of the club and pay court rental when they wanted to play. They could not use as of right under the lease and received no preferential membership rate. The club closed around 5 years ago.

115. In consideration of the plans, the tennis courts were located on the boat tenant's land. There was also a specific obligation of repair under clause 3.2.10 in the lease entered into between Buckden Marina Limited and Ingleby (1710) Limited.

116. The Tribunal therefore does not consider any sum payable under this item as reasonable.

G12 – Trees and Hedgerows

117. The Tribunal again took into account clause 12.1 of the Headlease which would appear to give rise to a liability for the Applicants to pay under this item. The budgeted sum had been apportioned at 55%. The Applicants had sourced an alternative quotation at £25,000 so the budget was considered to be inflated.

118. The Applicants further submitted that the majority of the trees were on the boat tenant's land and noted that they had to pay permission fees to prune their own trees or to deal with any Tree Preservation Order. They were happy to pay 33.33%% for tree and hedgerow maintenance on communal land.

119. The Tribunal was satisfied that clause 12.3 would apply as such work appeared to have been carried out on land let to a commercial tenant or to the Second Respondent's property. Therefore, the Tribunal does not deem any service charge payable under this head as reasonable or payable for this year.

G13(a) Road and Car Parks – Tarmacing

120. The Tribunal noted that tarmacing invoices had already been included under a separate item head and this was a budgeted sum of £35,000. No evidence in support of this figure had been produced.

121. The Applicants had obtained a quotation produced at page C282 of the bundle totalling £11,008.33. The Tribunal accepted this evidence and therefore deems this sum as payable and reasonable.

G13(b) Road Signs

122. A budget of £1800.00 was provided for and the Second Respondent confirmed that there was no charge levied against the Applicants. No comparables had been provided by the Applicants and there was also no evidence of what signs needed replacing and where.

123. In such circumstances, the Tribunal considers that a reasonable figure would be £1,000.00 and accepts the Applicants' position that the apportionment of 18.52% would apply resulting in a figure of £185.20 being payable.

G14 – Administrative and Site Management Preparation of Statements and Budgets, G16 – Outsourced Management Costs and G15 – Administration and Site Management – Inspections

124. The Applicants referred to the lack of evidence to support the budgeted figure and the lack of correlation with previous years. The Second Respondent had suggested a reduction of £184.00 but no explanation for this had been provided in respect of G14.

125. The Tribunal refers to its findings in previous years for an overall management fee per unit to be attributed and considers for this year that a fee of £295.00 is appropriate.

G17 – Legal Fees

126. The Second Respondent referred to Clause 5.3 under the Headlease and Clause 12.1 in respect of service charges raised under the item. The former related to forfeiture and the latter did not refer to legal costs.

127. Accordingly, the Tribunal does not consider any sum under this item to be reasonable.

G18 – Accountant's Fee

128. No invoice to support the Second Respondent's figure of £819.00 had been produced and it had been apportioned at 55%.

129. Whilst the Tribunal accepts that such item is payable under the Lease, no evidence in support could be identified and therefore no sum is deemed as reasonable.

G19 – Software and License

130. For reasons provided in previous years and given the Second Respondent's concession to write this sum off, no sum is deemed as reasonable.

G20 – Bank Charges

131. For reasons already provided above in respect of previous years, no sum is deemed reasonable in respect of this item.

G21 – Public Liability Insurance

132. The Second Respondent averred that the costs of providing the necessary insurance policies grew exponentially in 2023-2024 and the total premium was £3,146.00 which was paid by way of monthly instalments.

133. However, whilst the Tribunal would ordinarily accept that such item would be payable, no invoices were produced in support and so no sum is deemed reasonable.

G22 – Interest on Savings

134. The Second Respondent conceded that this should be written off. The Tribunal notes that such sum could have been explained by reference to the detail on the relevant client account and interest accrued but no detail was provided and so even if such sum had not been conceded, the Tribunal would not have allowed the sum under this item.

G23 – Contingency Fee

135. The Tribunal again adopts the reasoning as set out in paragraphs 174 to 175 of the 2023 Decision in respect of the Headlease provisions pertaining to a sinking fund and that it is generally good management practice to have a fund to deal with any unforeseen circumstances.

136. The Tribunal considers that the historical charge of 10.3% should apply. The Second Respondent's actual costs totalled £45,586.00 and the Tribunal considers that a sum of £4,695.36 is reasonable.

G24 – First Respondent Management Fee

137. The Applicant referred to the 2023 Decision in which it was noted at paragraph 183 that the First Respondent had limited involvement in management of the site and continued to defer to the Second Respondent.

138. Taking into account all of the evidence produced by the parties, the Tribunal confirmed that it would need to see evidence of active engagement within their managerial role to justify the level of fee sought. Accordingly, the Tribunal considers that a small uplift to the fee of £80 is reasonable.

Application under section 20C and paragraph 5A of Schedule 11 and for refund of fees

139. The parties are referred to paragraphs 7 to 19 of the Decision dated 27 November 2023 insofar as this determined that the Tribunal was not satisfied that the Lease contained provision to allow recovery of the landlord's costs in connection with the section 27A proceedings for an order to be made under section 20C.

140. The Tribunal has not identified an actual administrative charge and therefore declines to make an order under paragraph 5A on the basis that no particular administration charge for the costs of these proceedings has been identified. However, if such administration charge is demanded in the future, then this would not preclude a new application to be made in the future.

141. As the Applicants have been largely successful, the Tribunal makes an order under Rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“the Tribunal Rules”) for them to recover their Tribunal fees in respect of their application issue fee and hearing fee payable within 28 days of this Decision.

Name:	Judge Adcock-Jones	Date:	24 November 2025
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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).

Schedule 1 - List of Applicants

1. Dave and Dianne Wheeler 1Watersmead, Mill Road, PE19 5QS
2. Derek and Erica Kempton 3Watersmead, Mill Road, PE19 5QS
3. Dave and Wendy Barker 4Watersmead, Mill Road, PE19 5QS
4. Craig & Joanne Longcroft 5Watersmead, Mill Road, PE19 5QS
5. Janine Teal 6Watersmead, Mill Road, PE19 5QS
6. Wendy Thomas 7Watersmead, Mill Road, PE19 5QS
7. David Burns 8Watersmead, Mill Road, PE19 5QS
8. Mark Notts 9Watersmead, Mill Road, PE19 5QS
9. Bob and Val Cleaver 10Watersmead, Mill Road, PE19 5QS
10. Cameron and Janet Brook 11Watersmead, Mill Road, PE19 5QS
11. Olivia Lewis 12Watersmead, Mill Road, PE19 5QS
12. Maureen Linderman 13Watersmead, Mill Road, PE19 5QS
13. Brian and Donna Mussino 14Watersmead, Mill Road, PE19 5QS
14. Alan & Debbie Richardson 15Watersmead, Mill Road, PE19 5QS
15. David and Shirley Sutcliffe 16Watersmead, Mill Road, PE19 5QS
16. Tony and Jill Digby 17Watersmead, Mill Road, PE19 5QS
17. Ray Gordon 18Watersmead, Mill Road, PE19 5QS
18. Mike and Ruth Conway 19Watersmead, Mill Road, PE19 5QS
19. Chris Mardlin 20Watersmead, Mill Road, PE19 5QS
20. Ian & Sharon Hayes 21Watersmead, Mill Road, PE19 5QS
21. Brian & Pauline Tunnard 22Watersmead, Mill Road, PE19 5QS
22. Mark Williams & Deb Leighton 23Watersmead, Mill Road, PE19 5QS
23. Mark Tucker 1Marina View. Mill Road, PE19 5QS
24. Jane Tucker 2 Marina View. Mill Road, PE19 5QS
25. Dave & Marie Constable 3 Marina View. Mill Road, PE19 5QS
26. Vikki Browning 4 Marina View. Mill Road, PE19 5QS
27. Julie Coffield 5 Marina View. Mill Road, PE19 5QS
28. Keith & Chelle Richie 13 Marina View. Mill Road, PE19 5QS
29. Margaret Carter 16 Marina View. Mill Road, PE19 5QS
30. Deborah Birley 18 Marina View. Mill Road, PE19 5QS
31. Rick Moses 2 Ouse Valley Way, Mill Road, PE19 5QS
32. JLongville, NRagg, HHampson 3 Ouse Valley Way, Mill Rd, PE19 5QS
33. Glen & Margaret Peters 14 Ouse Valley Way, Mill Road, PE19 5QS
34. NE and JA Key 16 Ouse Valley Way, Mill Road, PE19 5QS
35. Andrew & Sarah Shepherd 17 Ouse Valley Way, Mill Road, PE19 5QS
36. Steve and Kath Kent 21 Ouse Valley Way, Mill Road, PE19 5QS
37. Julie Cook 33 Ouse Valley Way, Mill Road, PE19 5QS
38. Chris Redburn 36 Ouse Valley Way, Mill Road, PE19 5QS
39. Sharon Smith 37 Ouse Valley Way, Mill Road, PE19 5QS

Schedule 2 – Services Charges in Dispute

CATEGORY & ITEM 2021/2022	ACTUAL CHARGES (NET)	ACTUAL CHARGES %	APPLICANTS ACTUAL CHARGES REQUESTS
E.1 Grounds - Mowing Communal Areas	£4,985	variety	£4,984.79
E.2 Grounds - Handyman maintenance communal areas, inc dog bins, hedges, etc	£1,257	33.33%	£1,203.36
E.3 Grounds - Site Security	£5,391	none	£391 for other site security excluding CCTV project, CCTV should be £0.00
E.4 Tree Surgery Planned & Emergency	£1,633	33.33%	£0.00
E.5 Administration & Site Management - Preparation of statements & budgets	£700	33.33%	£0.00
E.6 Administration & Site Management - Inspections & Site Management	£12,000	80%	£0.00
E.7 Management Costs - Other Organisations - Professional Advisors	£2,597	33.33%	£0.00
E.8 Management Costs - Other Organisations - Accountant's Fee	£310	33.33%	£372.00
E.9 Management Costs - Other Organisations - Quickbooks, Insurance, Cyber Risk, ICO	£276	33.33%	£0.00

E.10 Management Costs - Other Organisations - Bank Charges	£15.00	33.33%	£0.00 as no valid bank client monies account
E.11 Management Costs - Other Organisations - Savings Account Interest	£2 credit	33.33%	£4.57
E.12 Management Costs - Other Organisations - Sundry Costs	£0.00	33.33%	£46.68
E.13 Utility Charges - Water Pumping Station Repairs/Maintenance Shared 50%	£0.00	100%	£206.84
E.14 Utility Charges - Water Pumping Station Repairs/Maintenance Lodge Owners 100%	£1,012.00		£739.76

CATEGORY & ITEM 2022/2023	SITE BUDGET	R1 BUDGET	SITE ACTUAL	ACTUAL CHARGES (NET)	ACTUAL CHARGES %	APPLICANTS ACTUAL CHARGES REQUESTS	APPLICANTS % REQUESTS
F.1 Grounds MOWING				£5188 (33.33% of R2 communal land allocation of £15,562.68)	84% of whole invoice, then 33% of communal	75% of whole invoice, then 33% of communal reasonable invoices Total=£1916.50	75% of whole invoice, then 33% of communal
F.2 Grounds -General site maintenance - Handymen maintenance for communal areas and pumping station maintenance/repairs and site drainage				As below			
Skip Hire for Bulk Waste Removal	£500	£234	£0				
General Site Maintenance	£8,250	£2,750	£3,534	£1,178 (33% of £3534.17)	33.3%	•Total for all handymen as General Site Maintenance: £0.00	33.33%
Dog Bins	£1,248	£416	£1,120				

Pumping Stations Ouse Valley Way	£0	£0	£1,010	All 3 Pumping stations: £1,010 but changed it to £505 50% after FTT)	100%	•Total for pumping stations: £858	33.33% 100%/50% as applicable 33.33%
F.4 Grounds - Site Security	£27,600	£10,350	£23,030	£5,000	not shown	£0.00	33.33% for communal land installation only

F.5 Grounds - Replacement of Barriers	£15,000	£6,750	£16,813	£3,000	not shown	£0.00	33.33%
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F.6 Tree Surgery Planned & Emergency	£12,000	£4,800	£260	£87.00	33.33%	£0.00	33.33%
F.7 Administration & Site Management - Preparation of statements & budgets	£2,600	£1,612.00	£700	£700.00	33.33%	Site total = £16,000 with produced invoices - @ 33.33% £5,333	

F.8 Administration & Site Management - Inspections & Site Management	£15,000	£10,875	£16,400	£11,890.00	72.50%		
F.9 Management Costs -Other Organisations - Professional Advisors	£2,000	£667	£5,000	£1,667.00	33.33%	£0.00	33.33%
F.9 Management Costs -Other Organisations - Professional Advisors				£2276.74	100.00%	£0.00	

F.10 Management Costs -Other Organisations - Accountant's Fee	£2,000	£1,000	£2,285	£1,143.00	50%	£0.00	33.33%
F.11 Management Costs -Other Organisations - Contribution to Freeholder's public liability insurance	£400	£200	£2,381	£793	33%	£0.00	N/A
F.12 Management Costs -Other Organisations - Quickbooks, Insurance, Cyber Risk, ICO	£1,000	£333	£308	£103.00	33.33%	£0.00	33.33%

F.13 Management Costs -Other Organisations - Bank Charges	£200	£160	£28	£9.00	33.33%	£0.00	As applicable depending on which tenants' monies
F.14 Management Costs -Other Organisations - Savings Account Interest	-£5	-£5	-£41	£41 credit from R2	100%	Minimum of: £24.30 credit from R1 £48.61 credit from R2	As applicable depending on which tenants' monies
F.15 Management Costs -Other Organisations - Sundry Costs	£200	£150	£0	£0.00	33.33%	£0.00	33.33%
F.16 Contingency Fee	£14,081	£6,066		£6,065.87	10.30%	£0.00 or £3,202.68 (as net cost only)	10.30%

						as VAT not applicable)	
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CATEGORY & ITEM 2023/2024	SITE BUDGET	R1 BUDGET BILLED (NET)	%	SITE ACTUAL	R1 ACTUAL CHARGES (NET)	ACTUAL CHARGES %	APPLICANTS BUDGET CHARGES REQUESTS	APPLICANTS ACTUAL CHARGES REQUESTS	APPLICANTS % REQUESTS
G.1 Grounds - Mowing Communal Areas	£16000 (£4,000 for Aquavista only - Total £20,000)	£5,333.00	33.33%	£13,314 (£2,536 for Aquavista only - Total £15,850)	£7,266.00	54.57%	£3,333 (approx 33.33% of £10,000 for communal land)	£2,475.00	33.33%
G.2 Grounds -Weed Control	£2,000	£667.00	33.33%	£0	£0.00	54.57%	£66.67	£0.00	33.33%
G.3 Grounds - Site Clearance	£3,000	£1,000.00	33.33%	£352	£192.00	54.57%	£66.67	£0.00	33.33%
Grounds - Dog Bins	£1,248	£416.00	33.33%	£989	£540.00	54.57%	£333.00	£199.78	33.33%
G.4 Grounds - General Maintenance	£23,000	£7,666.00	33.33%	£2,569	£1,402.00	54.57%	£1,000.00	£268 at most	33.33%
G.5 Grounds - Pumping Stations	£1,000	£650.00	65.00%	£309	£169.00	54.57%	£515 with no percentage applicable	£206 @ 100% £103 @ 50% total £257.50	50% for shared 14MV pump 100% for sole Applicant 2 x OVW pumps

G.6 Grounds - Site Manager	£15,000	£4,999.50	33.33%	£0	£0.00	54.57%	£0.00	£0.00	33.33%
G.7 Grounds - Site Security (General site security, not CCTV)	£7,200	£3,600.00	50.00%	£0	£0.00	54.57%	£333.33	£0.00	33.33%
G.8 Grounds - Lighting	£7,500	£4,875.00	65.00%	£0	£0.00	54.57%	£2,500.00	£0.00	33.33%
G.9 Grounds - Exceptional Items - Commissioning gates	£1,000	£333.00	33.33%	£0	£0.00	54.57%	£200.00	£0.00	33.33%
G.10 Grounds - Exceptional Items - CCTV	£6,000	£2,400.00	40.00%	£5,000	£5,000.00	100.00%	£5,000.00	£0.00	33.33%
G.11 Grounds - Exceptional Items - Tennis Courts	£24,000	£18,000.00	75.00%	£0	£0.00	54.57%	£0.00	£0.00	0%
G.12 Trees and Hedgerows husbandry and maintenance	£45,000	£18,000.00	40.00%	£6,930	£3,782.00	54.57%	£4,166.67	£0.00	33.33%
	£35,000	£11,666.00	33.33%	£0	£0.00	54.57%	£11,010.00	£0.00	

G.13 Road & Car Parks - (a) Retarmacing									33.33% communal, & 100% solely Aquatime roads (0% for other tenants car parks)
G.13 Road & Car Parks - (b) Road Signs	£1,800	£333.00	18.52%	£0	£0.00	54.57%	£185.20	£0.00	18.52%
G.14 Administration and Site Management - preparation of statements and budgets	£2,400	£1,392.00	58.00%	£866	£473.00	54.57%	£700.00	£0.00	33.33%
G.15 Administration and Site Management - Inspections	£5,000	£2,125.00	42.50%	£4,422	£2,413.00	54.57%	£166.67	£27.60	33.33%
G.16 Administration and Site Management - outsourced management costs	£24,000	£7,999.00	33.33%	£24,333	£13,279.00	54.57%	£8,000 - for all standard outsourced management work	£6,000.00	33.33%
G.17 Administration and Site Management - External Legal fees	£2,000	£1,400.00	70.00%	£12,023	£8,416.00	70.00%	£333.33	£0.00	33.33%

G.18 Administration and Site Management - Accountant's fee	£2,000	£667.00	33.33%	£1,500	£819.00	54.57%	£0.00	£0.00	33.33%
G.19 Administration and Site Management - Software and licences	£1,000	£333.00	33.33%	£221	£121.00	54.57%	£0.00	£0.00	0%
G.20 Administration and Site Management - bank charges	£150	£50.00	33.33%	£0	£0.00	54.57%	£0.00	£0.00	33.33%
G.21 Administration and Site Management - contribution to Freeholder's public liability insurance	£500	£167.00	33.33%	£3.15	£1,717.00	54.57%	£0.00	£0.00	0.00%
G.22 Administration and Site Management - savings account interest	-£5	-£4.00	75.00%	£0	£0.00	54.57%	£48.61 - R2 £24.30 - R1	£48.61 - R2 £24.30 - R1	
G.23 Contingency fee	£23,669	£9,957.00	10.30%	£23,669	£9,957.00	N/A	£0.10	£0.00	10.30%

G.24 Aquatime First Respondent management / administration fee		£350 per lodge (£28,350 for all applicants)					£75 per lodge £6,075 total		
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Schedule – Second Respondent’s Concessions

Buckden Marina - FTT COSTINGS OVERVIEW

2022-2023						
Item	BPL Charge	BLOG Figure	Variance	R/S CHRGS	Proposed W/O	Notes
3 Pumping Stations	1010	858	152	858	152	Write Off
Tree Surgery	87	0	87	0	87	Write Off
Admin * Site Man - Prep Budgets etc	700	0	700	537	163	Reduce
Management - Accountants	1143	0	1143	762	381	Reduce
Management - Quickbooks etc	103	0	103	0	103	Write Off
Management - Bank Charges	9	0	9	0	9	Write Off
Total:	35760.87	6999.39	28746.26	29206.87	895	<i>£895, BPL Ltd to credit to SC as above.</i>
2023-24						
Item	BPL Charge	BLOG Figure	Variance	R/S CHRGS	Proposed W/O	Notes
Grounds - Site Clearance	192	32	160	32	160	Write off
Grounds - General Maintenance	1402	1171.67	230.33	1171.67	230.33	Write off
Grounds - Pumping Station	169	257.5	-88.5	257.5	-88.5	Allow the increase/credit to SC.
Admin * Site Man - Prep Budgets etc	473	262.8	210.2	289	184	Reduce
Admin * Site Man - Legal Fees	8416	0	8416	2805	5611	Reduce
Management - Accountants	819	0	819	273	546	Reduce
Management - Quickbooks etc	121	0	121	0	121	Write off
Management - Interest	0	-48.61	-48.61	-48.61	48.61	Write off
Total:	55546	12454.82	42993.96	34101.01	6812.44	<i>£6,812.44, BPL Ltd to credit to SC as above.</i>

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.

20 Limitation of service charges: consultation requirements

- (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) except in the case of works to which section 20D applies, 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 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 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.

