



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

Case Reference	:	HAV/ooHR/LSC/2024/0646
Property	:	62 Victoria Close, Corfe Mullen, Dorset, BH21 3TX
Applicant	:	Oluwaseun Oladosu
Representative	:	
Respondent	:	Synergy Housing Limited
Representative	:	Birketts LLP
Type of Application	:	Determination of liability to pay and reasonableness of service charges Section 27A Landlord and Tenant Act 1985
Tribunal Member	:	Deputy Regional Judge C Skinner
Date of Directions	:	30 December 2025

DECISION

**Section 20C Landlord and Tenant Act 1985 and Paragraph 5A of
Schedule 11 of the Commonhold and Leasehold Reform Act 2002.**

This is a formal order of the Tribunal which must be complied with by the parties.

Communications to the Tribunal MUST be made by email to rpsouthern@justice.gov.uk. All communications must clearly state the Case Number and address of the premises.

SUMMARY OF DECISION

- a. The Tribunal makes no findings under Section 27A Landlord and Tenant Act 1985 on the basis the parties entered into a settlement agreement compromising the matter.**
- b. The Tribunal dismisses the Applicant's applications under Section 20C Landlord and Tenant Act 1985 and Paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002.**

Background

1. The Applicant made an application for determination of liability to pay, and reasonableness of, service charges for the years 2023 to 2030 in relation to charges under the terms of a lease granted by the Respondent to the Applicant of 62 Victoria Close, Corfe Mullen, Dorset, BH21 3TX (“the Property”).
2. The application was received by the Tribunal on 25 November 2024.
3. The Applicant further sought orders pursuant to Section 20C of the Landlord and Tenant Act 1985 and paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002.
4. It was not initially clear from the information provided on the application form as to the correct identity of the Respondent. Directions were issued on 2 April 2025 listing the application for a Case Management and Dispute Resolution hearing on 20 June 2025 which went ahead and from which further Directions were issued.
5. On 26 August 2025 the Tribunal received a withdrawal form from the Applicant stating the following:

The application is withdrawn following a settlement reached through mediation. While I am not fully satisfied with the settlement, as certain issues could not be fully explored or set out in detail due to time constraints, I acknowledge the agreement made. Accordingly, I withdraw my application, reserving my position should further issues arise in future.

- 1) While I am withdrawing my main application following settlement, I respectfully request that the Tribunal still determine the issues under Section 20C of the Landlord and Tenant Act 1985 and Paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002, as these matters were not fully addressed in the settlement and remain outstanding.
7. Following judicial consideration of the withdrawal form, the case officer contacted the parties and requested the Respondent provide any representations regarding the comments on the withdrawal form as to the outstanding issues by the 16 September 2025.
8. No representations were received.
9. The Tribunal reviewed the matter further and on 5 November 2025 issued further Directions. The Tribunal set out that whilst it appeared the parties had settled the substantive matters following mediation, it would not approve the Applicants withdrawal of the application given the Applicant was still pursuing a determination under Section 20C Landlord and Tenant Act 1985 and Paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002.
10. The Directions made on 5 November 2025 gave the parties an opportunity to make representations in respect of the Applicant's request for an order under Section 20C Landlord and Tenant Act 1985 and Paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002.
11. The Tribunal further noted that the matter appeared suitable for determination on the papers, without the need for an oral hearing and would be so determined in accordance with rule 31 of the Tribunal Procedure Rules 2013 unless a party objected in writing to the Tribunal within 21 days of the date of receipt of the directions.
12. No representations have been received from either party.
13. On 26 August 2025, the Applicant provided to the Tribunal a copy of the settlement agreement that has been entered into by the parties. The settlement agreement at paragraph 1, confirms that the settlement is subject to the withdrawal of these proceedings. It then sets out the various terms upon which settlement has been agreed. Nowhere within the settlement agreement is there any reference to the costs of the proceedings or the costs of the Tribunal fees incurred by the Applicant.
14. The Tribunal is mindful that the parties have reached a settlement over the substantive dispute in this matter. The Tribunal accepts the settlement agreement has been entered into in good faith by the parties and that has involved the crediting of an amount onto the Applicant's Service Charge account along with other commitments by both parties.

15. As a result of the settlement agreement between the parties, the Tribunal makes no findings on the Applicants application under Section 27A Landlord and Tenant Act 1985.
16. Upon review of the documentation that has been provided to date, the Tribunal can find no prior submissions from either party addressing the issue of whether an order under Section 20C Landlord and Tenant Act 1985 and Paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002 should be made.
17. Despite receiving no objections from the parties, the Tribunal has reviewed the matter and remains satisfied that the remaining issue under Section 20C Landlord and Tenant Act 1985 and Paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002 is suitable for determination on the papers alone, without an oral hearing, in accordance with rule 31 of the Tribunal Procedure Rules 2013

The Law

18. Section 20C of the Landlord and Tenant Act 1985 reads as follows:

20C - Limitation of service charges: costs of proceedings.

(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 leasehold valuation tribunal [or the First-tier 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.

(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.
19. Paragraph 5A of Schedule 11 Commonhold and Leasehold Reform Act 2002 reads as follows:

Limitation of administration charges: costs of proceedings

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

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

(3) In this paragraph—

- (a) “*litigation costs*” means costs incurred, or to be incurred, by the landlord in connection with proceedings of a kind mentioned in the table, and
- (b) “*the relevant court or tribunal*” means the court or tribunal mentioned in the table in relation to those proceedings.

20. The Tribunal has a wide discretion when considering if it should make an order under Section 20C or Paragraph 5A. It can make an order under either statutory provision where it considers it just and equitable to do so. There is no presumption that an order should or should not be made depending on the outcome of the proceedings. It is for the Tribunal to exercise its discretion as to what is just and equitable in all the circumstances.
21. As set out above, the Tribunal has received no representations from the parties on this application despite several opportunities to do so. No representations were made by either party in their initial position statements, no representations were received by the Respondent when invited to do so by 16 September 2025 nor did either party submit any representations further to the Directions order of the Tribunal dated 5 November 2025.
22. The Tribunal has considered the settlement agreement made between the parties. It does not reference the costs of these proceedings nor does it reference the costs of any Tribunal fees paid by the Applicant despite the parties having the opportunity to expressly cover those issues had they wished them to form part of the settlement terms.
23. The settlement agreement expressly sets out at paragraph 1 that the proceedings are withdrawn on the terms set out in the agreement. That is not subject to any caveat or conditions save for those terms that are then applicable to the settlement itself.
24. The Tribunal has considered what is just and equitable in the circumstances and finds that in the absence of any representations from the parties, the Tribunal finds no reason or any evidence within the papers filed to grant any order under either Section 20C or Paragraph 5A. This is supported by the terms of the settlement agreement.
25. To make any orders under Section 20C or Paragraph 5A in the absence of any representations by the parties, where the Tribunal has not been required to make any findings on the substantive application under Section 27A Landlord and Tenant Act 1985, would almost certainly be unreasonable in the circumstances.
26. Finally, the Tribunal notes the Applicants request for a refund or credit of the Tribunal fees paid. The Tribunal finds it has no power under The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 to refund or credit fees in this way. In the event the Applicant was

requesting an order that the Respondents pay the Tribunal fees incurred, the Tribunal refuses that application for the same reasons set out above at paragraphs 14 to 19.

RIGHTS OF APPEAL

27. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case by email at rpsouthern@justice.gov.uk
28. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
29. If the person wishing to appeal does not comply with the 28- day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28- day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
30. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.