FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**MAN/36UH/LSC/2024/0233**
Property	**:**	**Dacre, Stutton, Tadcaster LS24 9NG**
Applicant	**:**	**The Old Golf Club Management Ltd**
Respondent	**:**	**Julie Ann Caden**
Type of Application	**:**	**Landlord and Tenant Act 1985 – s 27A**
Tribunal Members	**:**	**Tribunal Judge A Davies** **Tribunal Member N Swain MRICS**
Date of Correction	**:**	**10 September 2025**

CORRECTION SLIP

pursuant to Rule 50 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the Rules")

The decision of the Tribunal dated 19 August 2013 and paragraphs 19(3), 20 and 22 of the reasons for that decision are reviewed and amended to read as follows (amendments underlined):

1) The Decision:

1. The service charge payable by the Respondent for the period 1 January 2022 to 31 March 2023 is <u>£1498.49.</u>

2. The matter is remitted to York County Court for determination of all other issues under case number K5QZ3C9Q.

2) Paragraph 19(3) of the Reasons:
"A sum of £3000 was included in the 2022 service charge accounts for a reserve fund to meet major expenditure. The 2023 balancing account (page 131 of the hearing bundle) shows that a reserve fund collection of £3000 was intended and included in the budget demand, but was not in the event collected. Ms Caden's share of the 2022 contribution was 20% according to the accounts: £600. Her query regarding the reserve fund relates to period prior to 1 January 2022, and specifically as to (a) how £3200 charged for the reserve fund in 2021 was utilised (b) whether the fund is kept in a separate bank account (c) what is her share of the current balance, and (d) what the fund is intended for in future.

In response to this the Applicant merely states "The reserve fund balance (and movement) are dealt with in the service charge accounts".

The Tribunal finds the Applicant's failure to respond helpfully to the Respondent's concerns about the use of her money to be inexplicable and regrettable. At paragraph 12 of its Supplementary Statement the Applicant says that funds were raised in advance in 2018 for the 2020 roof repairs, and the Tribunal has no information as to any subsequent major expenditure. While specific information is not available, the Tribunal finds that accruing a reserve fund for future major works is justified. In particular, it is clear that some external weatherproofing and painting will be required in the yard. For such intended work, collecting a sum of up to £3000 per year is not unreasonable. The accounts show that at the end of 2023 the Reserve Fund amounted to £7409.20. Ms Caden requested information about her share of the reserve fund, on the basis that it should not be used to maintain parts of the estate which did not benefit her. The Tribunal finds that the Reserve Fund may be used for any purpose authorised by the terms of the lease, and that once monies are paid into it they no longer attach to any particular leaseholder.

3) Paragraph 20 of the Reasons:

In calculating the service charges payable by Ms Caden, the Tribunal noted and adjusted the differences between the sums claimed by the Applicant and the invoices supplied. ~~In respect to the annual costs of maintaining the private drainage system, which Ms Cadin did not dispute, the Tribunal finds that the invoice total has been incorrectly added to the service charge account as £1152 for each of the years 2022 and 2023 whereas the invoices amount to £1512 for each year. The Tribunal has seen no suggestion that this was anything other than a repeated typing error, and the correct total has been included in the calculation below.~~

4) Paragraph 22 of the Reasons, from the heading Drains and Sewers:

Drains and sewers			
Claimed 2022	£1152		
Claimed 2023 (Q1)	£288	£1440	
Allowed ~~per invoices supplied~~	**£1440**		
~~2022 £1152~~			
~~20232023 (Q1) £378~~	~~**£1890**~~		
Respondent's contribution 12.5%			**£180**
Sinking fund			
Claimed 2022	£3000		
Claimed 2023 (Q1)	NIL		
Allowed 2022	**£3000**		
Respondent's contribution 12.5%			**£375**
Respondent's service charge for the period			**£1498.49**

REASONS

1. In making its determination, the Tribunal confused the reserve fund contributions in the service charge years ending 31 December 2022 and 31 December 2023. Consequently the decision reflected an error in the Tribunal's calculations: a service charge contribution of £3000 was sought from the leaseholders for the year 2022 and no contribution was collected in 2023, rather than the other way round.

2. The Tribunal found that the reserve fund contribution was payable as demanded save that the Respondent's share was 12.5% and not 20% as claimed. The calculation at the end of paragraph 22 of the Tribunal's reasons was incorrect, in that it provided for the Respondent to pay nothing for the year 2022 (a year in which the Respondent was due to pay 12.5% of the reserve fund charge) but a contribution for the first quarter of the year 2023 (when no reserve fund contribution was in fact due).

3. Invoices for drainage services provided by the Applicant stated that £180 was charged quarterly. There were in the hearing bundle also two (half-yearly) invoices for £395 for drainage services in each of the relevant years. Following issue of the decision, the Applicant informed the Tribunal that the invoices for £395 included the £180 quarterly figure, thus reducing the annual cost to £1152. Paragraph 20 of the reasons and the calculation at the end of paragraph 22 have been amended accordingly.

4. Rule 50 of the Rules states that a Tribunal -
"may at any time correct any clerical mistake or other accidental slip or omission in a decision, direction or any document produced by it, by –
(a) sending notification of the amended decision or direction, or a copy of the amended document, to each party; and
(b) making any necessary amendment to any information published in relation to the decision, direction or document."

5. Pursuant to Rule 50, the errors have now been corrected.

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Applicant	**:**	**The Old Golf Club Management Ltd**
Respondent	**:**	**Julie Ann Caden**
Type of Application	**:**	**Landlord and Tenant Act 1985 – s 27A**
Tribunal Members	**:**	**Tribunal Judge A Davies** **Tribunal Member N Swain MRICS**
Date of Decision	**:**	**18 August 2025**

DECISION

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1. The service charge payable by the Respondent for the period 1 January 2022 to 31 March 2023 is £1273.49.

2. The matter is remitted to York County Court for determination of all other issues under case number K5QZ3C9Q.

REASONS

1. On 3 May 2024 District Judge MacCuish sitting at the York County Court transferred to this tribunal the question of reasonableness of and liability for

disputed service charges demanded of the Respondent by the Applicant for the 15 month period 1 January 2022 to 31 March 2023. The sum claimed by the Respondent for this period was £2261.96.

2. The Applicant owns a small estate at Stutton near Tadcaster comprising five leasehold residential properties and common parts. All the dwellings are contained in a single building. The Respondent owns the leasehold interest in one of these properties, a first floor flat known as Dacre. The other properties on the estate are two first floor flats known as Vale View and Northcott (adjacent to and similar to Dacre, save that they share an external access stairway and internal lobby), a ground floor flat (Cocksford Lodge), and a house (Renshaw). The first floor of Renshaw was originally a fourth first floor flat adjacent to Dacre, but in or about 2005 it was joined with the ground floor premises below it to form a house. Each of the three remaining first floor flats fronts on to a private paved terrace reached via a stairway from a shared yard and parking area to the south of the building. Below the terraces of Vale View and Northcott are four garages, one of which is included in the Respondent's lease of Dacre. Below Dacre's terrace is a shared space used for storage and housing the meter cupboard.

3. Renshaw and Cocksford Lodge have a separate vehicular access and parking arrangements to the north of the building. The properties on the estate each have their own electricity and gas supplies, but share a private foul drain. The estate is situated in countryside on a private road used in common with a number of other properties.

THE LEASES

4. Leasehold interests in the original 6 properties on the estate were sold in or about 2004. The leases create a term of 250 years from 1 January 2002 and provide for payment of service charges intended to cover the freeholder's cost of compliance with its leasehold obligations. The proportion of those costs payable by the owner of Dacre is stated to be 12.5% of costs relating to the building, 25% of costs incurred for the benefit of the first floor flats, and "*a fair proportion according to use of other service charges*".

5. The leases allow the freeholder to collect, as part of the Service Charge, "*reasonable provision for the future in respect of 1) periodically recurring items whether recurring at regular or irregular intervals: and 2) the replacement or renewal of items the expenditure on which would fall within the Service Charge*".

6. In August 2005 following amalgamation of the ground and first floors to form Renshaw, a lease of that property was granted for a term of 999 years from 1 January 2002, to replace the original leases. A copy of this 2005 lease was not supplied to the Tribunal.

7. Over the intervening years some confusion and a good deal of bad feeling has arisen between leaseholders on the estate, resulting in tribunal determinations as to service charges and their apportionment in respect to Renshaw. The Respondent Ms Caden, however, has not made any application for determination of her service charges under section 27A of the Landlord and Tenant Act 1985 ("LTA 1985"), despite querying the Applicant's accounts for the years 2020 and 2021 and refusing to pay the amounts demanded in advance as budget figures for 2022 and the first quarter of 2023.

8. The Applicant's only directors are Mr and Mrs Ball, the leaseholders of Cocksford Lodge. The Respondent and the leaseholder of Renshaw are the only residents of the estate who are not shareholders of the Applicant – the reason for this is unclear. In August 2023 the Applicant sued the Respondent in the York County Court when she failed to pay sums demanded as (at that time) the proposed service charges for the period covered by this determination.

THE LAW

9. Section 19 of the LTA 1985 provides as follows:

"(1) Relevant costs [ie costs incurred by or on behalf of the landlord] *shall be taken into account in determining the amount of a service charge payable for a period*

(a) only to the extent that they are reasonably incurred, and
(b) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard;

and the amount payable shall be limited accordingly.

(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."

10. "Service charge" is defined at section 18(1) of the 1985 Act as

"*...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...."

INSPECTION AND HEARING

11. The Tribunal inspected the common parts of the estate prior to the hearing but did not visit the access road to Cocksford Lodge and Renshaw, which leads to the left from the lane. At the junction is a wooden sign erected by the Applicant indicating that those two properties are to the left and all other properties are along the lane to the right.

12. The Respondent Ms Cadin, the leaseholders of Vale View and Northcott Mr Napier and Mr Dickens, and Mr Walsh of counsel were present during the inspection. In addition to the yard to the south of the building, the Tribunal viewed the shared storage area and (briefly) the interior of three of the garages. Mr Walsh accompanied the Tribunal into Dacre, where the Respondent indicated where she said rainwater penetrated alongside the flue of her stove and pointed out areas of the ceilings in the living room and the guest bedroom which showed signs of water staining.

13. At the hearing the Applicant was represented by Mr Walsh and Mr Ball was present to give evidence in support of his witness statement. The Respondent was unrepresented. The Tribunal had the benefit of a hearing bundle comprising the documents relied on by both parties. The bundle included a statement on behalf of the Respondent made by Mr Yeomans of Renshaw but Mr Yeomans did

not attend the hearing. His statement does not directly relate to the issues before the Tribunal.

14. At the outset of the hearing, the Tribunal informed the parties that its determination would relate to the actual service charges payable for the 15 month period in question, although the claim in the York County Court had, at the time, related to proposed (budgeted) amounts. The actual figures were of course now available and the Tribunal did not intend to determine budget figures which would be subject to alteration at the end of the relevant service charge year. The County Court proceedings were taken with a view to possible forfeiture of the Respondent's lease (paragraph 11 of the Particulars of Claim), and she was entitled to clarity as to what was owed.

15. The Tribunal also acknowledged that pursuant to a directions order made on 7 August 2025 the Respondent's application for further disclosure of documents remained outstanding. This would be dealt with at the end of the hearing, and a directions order would be made in the event that the Tribunal, in order to make its determination, needed to see documents which were not in the hearing bundle.

THE APPLICANT'S CASE

16. Complying with directions, the Applicant produced its service charge accounts for the years 2022 and 2023, and supporting invoices. The Applicant confirms in its Statement of Case that these are "*all invoices for the periods in question and under consideration by the Tribunal*". Mr Ball told the Tribunal that for the years in question all such costs had been divided equally, 20% each, between the five residents of the estate, irrespective of the size of their properties, and that the County Court claim against the Respondent was for her 20%.

17. The Respondent queried why she was being charged a greater percentage than provided for in her lease. The Tribunal raised this with counsel as it was a point not dealt with in the Applicant's papers. Taking instructions, counsel said that the equal division of costs had been agreed in 2009 and had been the practice "ever since" on an informal basis, there having been no variation of the original leases. He said that this arrangement had recently been disputed and that by a

resolution in 2024 the Applicant had decided to revert to the division of costs set out in the various leases. Counsel seems to have been mistaken, since the Tribunal notes that 12.5% was considered the Respondent's share at least as late as 2021, when she was credited with 12.5% "of the 2021 surplus" according to the Applicant's statement of account. Moreover Ms Caden told the Tribunal that she paid 12.5% of service charge costs in the years immediately after she bought her property in 2018, and that she had contributed to the roof repair costs (and been credited with a refund) both on the basis of a 12.5% contribution.

18. Having heard the Applicant's case and considering the documents supplied, the Tribunal determined that any service charges payable by the Respondent must be based on the percentage contributions set out in her lease, and should reflect the expenditure incurred in the relevant period as indicated by the invoices supplied to the Tribunal by the Applicant. These invoices do not correlate to the annual service charge figures issued by the managing agents to the leaseholders (at pages 118 and 131 of the hearing bundle).

THE RESPONDENT'S CASE

19. Ms Caden's objections to paying the service charges are set out below together with the Applicant's response and the Tribunal's finding:

(1) Ms Caden considered that instead of a credit balance of £98.57 at 30 June 2021 as shown in the managing agent's statement of her account, "at least" £1200 was due to her in addition at that time, being her share of a refund from a roofing contractor who did not complete the work he had undertaken. Ms Caden also said that she had seen invoices for the year 2021 amounting to £4131.31 whereas the service charge account for that year indicated that costs of £8037 had been incurred, and service charges were levied accordingly.

The Applicant explained that the roofing contractor had been sued and had paid damages, which had been used to pay a different contractor to complete the work. The leaseholders were not out of pocket, but no refund was due to them.

The Tribunal accepts this explanation. Further, issues relating to the period prior to 1 January 2022 are not relevant to assessment of the reasonableness and

payability of service charges for the following 15 months. If Ms Caden believes that service charges have been incorrectly claimed or apportioned in the years 2020 or 2021, her remedy is to apply to the Tribunal for a determination of service charges in those years under section 27A of the 1985 Act. No such application has been made. Meanwhile, it appears to the Tribunal that the discrepancy identified by Ms Caden between the 2021 service charge demand and invoices is partly accounted for by a collection of £3200 towards the reserve fund in 2021, for which no invoice would be available.

(2) Ms Caden also queried two different figures that had been mentioned for the sum recovered from the defaulting roofing contractor. She was told by the managing agents that he had been ordered to pay £1855, but the Applicant says that £1740 was recovered and used to pay for the roof work to be completed.

This discrepancy was not addressed by the Applicant but the Tribunal considers that on a balance of probabilities the additional £115 paid by the contractor related to interest or the costs of bringing a County Court claim against him. It is noted that, as is the case with many of Ms Caden's concerns, no straightforward explanation has been provided by the Applicant either in its accounts or to the Tribunal.

(3) A sum of £3000 was included in the 2023 service charge accounts for a reserve fund to meet major expenditure. The 2022 balancing account shows that a reserve fund collection of £3000 was intended and included in the budget demand, but was not in the event collected. Ms Caden's share of the 2023 contribution was 20%: £600. Her query regarding the reserve fund relates to period prior to 1 January 2022, and specifically as to (a) how £3200 charged for the reserve fund in 2021 was utilised (b) whether the fund is kept in a separate bank account (c) what is her share of the current balance, and (d) what the fund is intended for in future.

In response to this the Applicant merely states "The reserve fund balance (and movement) are dealt with in the service charge accounts".

The Tribunal finds the Applicant's failure to respond helpfully to the Respondent's concerns about the use of her money to be inexplicable and regrettable. At paragraph 12 of its Supplementary Statement the Applicant says that funds were raised in advance in 2018 for the 2020 roof repairs, and the Tribunal has no information as to any subsequent major expenditure. While specific information is not available, the Tribunal finds that accruing a reserve fund for future major works is justified. In particular, it is clear that some external weatherproofing and painting will be required in the yard. For such intended work, collecting a sum of up to £3000 per year is not unreasonable. The accounts show that at the end of 2023 the Reserve Fund amounted to £7409.20. Ms Caden requested information about her share of the reserve fund, on the basis that it should not be used to maintain parts of the estate which did not benefit her. The Tribunal finds that the Reserve Fund may be used for any purpose authorised by the terms of the lease, and that once monies are paid into it they no longer attach to any particular leaseholder.

(4) Ms Caden said that the roof work, even after rectification, was not carried out to a reasonable standard, and that her service charge should be reduced because she continues to experience ingress of water. She also said that the garages were subject to water penetration from the terraces above them.

The Respondent denies that the work to the roof had not eventually been carried out to a reasonable standard, and further denies that the garages are damp.

Following inspection, the Tribunal finds that there are no indications of damp in the garages. The small dehumidifier kept by Ms Caden in her garage naturally fills with water daily given its location. The Tribunal notes that water leaks within Dacre are connected with the stove flue, and agrees with the Applicant that this is an issue for Ms Caden to resolve rather than requiring further roof repair. Ms Caden produced no evidence that the roof remained defective, or that the water stains on her ceilings indicated that there were still damp issues in her property.

(5) The accountancy fee charged by the Applicant in the service charge account was £315 in 2022 and £300 in 2023. Ms Caden objected to these because, she said, the accounts were supplied late and were inaccurate.

In response, Mr Ball said that the lease does not provide for service charge accounts to be supplied by a specific date. In each year the budget indicates what service charges are expected and a balancing account is taken when the actual figures are known.

The Tribunal finds that the accountancy fees are reasonable and the service charge accounts were not served out of time. Any errors in them appear to be due to information supplied by the Applicant and/or the managing agents.

(6) Ms Caden objected to pay a contribution towards the cost of buildings insurance, on the basis that she had not been provided with a copy of the policy and had no proof that appropriate insurance was in place. Answering questions from Mr Walsh she confirmed that she had not obtained any alternative premium quotation.

Mr Ball told the Tribunal that the managing agents obtained insurance each year after testing the market for a premium which they considered best value. He said that premiums had increased due to flooding risks. The premium was £2059.51 in 2022 and £3295.76 in 2023. He said that as he and the owners of Vale View and Northcott (the other shareholders of the Applicant) paid the majority of service charge costs they were as keen as anyone to ensure that the premiums were reasonable.

The Tribunal finds that the premiums appear reasonable and that Ms Caden has not produced any evidence to the contrary. The invoices from the insurance brokers indicate that insurance is in place, as Mr Ball says. It is highly regrettable that no copy of the policy has been provided to Ms Caden to alleviate her concerns. The Applicant is in breach of clause 5.2 of Ms Caden's lease insofar as it has failed to give her particulars of the insurance policy, the appropriate method of doing this being to provide her with a copy of the document.

(7) Directors' and Officers' liability insurance premiums have been claimed as a service charge in the sum of £289.50 in 2022 and £201.06 in 2023. Ms Caden claims that this expense is not a legitimate service charge item.

Following the decision in *Wilson v Lesley Place (RTM) Co Ltd [2010] UKUT 342 (LC)* quoted by an earlier tribunal in a case brought by Mr and Mrs Yeomans of Renshaw (case number MAN/36UH/2023/0090) the Tribunal is bound to find that such insurance premiums are not service charge items and should be removed from the account.

(8) The service charge item "fire safety" in the sum of £312 for the year 2022 relates to a Fire Risk Assessment carried out by Angel F. P. Limited. The invoice states "Fire Risk Assessment – The Old Golf House". Ms Caden objected to contribute to this cost, not having seen the Fire Risk Assessment or having any confirmation that it included her property.

The Tribunal finds that Ms Caden is not required to contribute to this cost as she has not seen the Fire Risk Assessment, which was not produced to the Tribunal either.

(9) Managing agents' fees are charged in the sum of £2400 plus VAT (£400 per – notional – residential unit on the estate) each year under the terms of an agreement with the Applicant dated 1 July 2021. The managing agent at the start of 2022 was Venture Block Management, whose business was taken over during 2023 by Block Buddy. Ms Caden does not object to the amount of the fee, but claims that the standard of service is so poor as to justify her withholding her contribution towards it. She says that if she raises a question with the agents, they will not answer unless she pays an additional fee, and that she feels she receives insufficient value from the service.

Mr Ball for the Applicant said that the fee is competitive, and that the additional fees were agreed upon because the previous agents were "bombarded" with queries from leaseholders.

The Tribunal finds that an annual fee of £2880 including VAT for the managing agent is reasonable and in line with the 2022/2023 market for a small estate. Ms Caden confirmed that she had not in fact paid any additional fee. The Tribunal has no evidence that the difficulties and obstructions faced by Ms Caden in relation to the service charge accounts emanate from the managing agents rather than from the Applicant.

(10) Ms Caden objected to pay a contribution towards the cost of the signpost, which she believed to be on Mr Ball's garden, directing traffic left to his property and Renshaw and right to other properties on the lane. She told the Tribunal that this was intended to benefit Mr Ball and should not be included in the service charge.

In reply Mr Ball said that the sign was helpful to everyone living on the lane from that point on, particularly in relation to delivery vans.

The Tribunal finds that the sign is a general advantage to the property and that the cost (£468) was properly included in the 2023 service charge account. The Tribunal also found that the invoices for minor roof and gutter repairs (£350 and £120) in 2022 were reasonable and payable. In 2023 Guiry Contractors' invoice for cleaning gutters at a cost of £430 included "for gutters next doors garage - £80", and the recoverable cost is therefore limited to £350.

20. In calculating the service charges payable by Ms Cadin, the Tribunal noted and adjusted the differences between the sums claimed by the Applicant and the invoices supplied. In respect to the annual costs of maintaining the private drainage system, which Ms Cadin did not dispute, the Tribunal finds that the invoice total has been incorrectly added to the service charge account as £1152 for each of the years 2022 and 2023 whereas the invoices amount to £1512 for each year. The Tribunal has seen no suggestion that this was anything other than a repeated typing error, and the correct total has been included in the calculation below.

CONCLUSION

21. Ms Caden and the owners of Renshaw have been excluded from the discussions and decisions of the Applicant company, and as a result naturally worry that they are being treated unfairly. Exacerbating this worry is the Applicant's failure to be clear and accurate in its accounting. The tone of the Applicant's statements in response to Ms Caden's queries and concerns is disappointingly patronising and dismissive. For example, the Applicant says "The Respondent has again demonstrated her misunderstanding…" and "The Respondent also appears to have misunderstood the services and costs which can be recovered…". Such comments are particularly inappropriate (1) where the Applicant has not only failed to apportion the service charges in accordance with Ms Caden's lease but also sought to justify that apportionment before the Tribunal and (2) where the invoices supplied during the course of these proceedings and relied upon by the Applicant do not add up to the service charges contended for.

22. The following summary demonstrates any inconsistencies between the Applicant's end of year service charge accounts, the actual expenditure as indicated by its invoices, and the Tribunal's finding, for the reasons given above, as to sums payable:

<u>Managing agents fee</u>			
Claimed 2022	£2880		
Claimed 2023 (Q1)	<u>£720</u>	£3600	
Allowed	**£3600**		
Respondent's contribution 12.5%			**£450**
<u>Buildings insurance premium</u>			
Claimed 2002	£2059.51		
Claimed 2023 (Q1)	<u>£823.94</u>	2883.45	
Allowed	**£2883.45**		
Respondent's contribution 12.5%			**£360.43**
<u>Directors' and officers' insurance premium</u>			
Claimed 2022	£289.50		
Claimed 2023 (Q1)	<u>£50.26</u>	£339.76	

Allowed		**NIL**		**NIL**
Accountancy				
Claimed 2022		£315		
Claimed 2023 (Q1)		£75	£390	
Allowed		**£390**		
Respondent's contribution 12.5%				**£48.75**
Fire Safety				
Claimed 2022		£312		
Allowed		**NIL**		**NIL**
General repairs				
Claimed 2022		£152		
Claimed £2023 (Q1)		£327	£479	
Allowed per invoices supplied				
2022	£470			
2023 (Q1)	£204.50	**£674.50**		
Respondent's contribution 12.5%				**£84.31**
Drains and sewers				
Claimed 2022		£1152		
Claimed 2023 (Q1)		£288	£1440	
Allowed per invoices supplied				
2022	£1512			
2023 (Q1)	£378	**£1890**		
Respondent's contribution 12.5%				**£236.25**
Sinking fund				
Claimed 2022	£NIL			
Claimed 2023 (Q1)	£750	£750		
Allowed		**£750**		
Respondent's contribution 12.5%				**£93.75**
Respondent's service charge for the period				**£1273.49**

23. Finally, the Tribunal considered the Respondent's application for an order for disclosure under Rule 18 of the tribunal's procedure rules. Because the years before 2022 and after 2023 are not relevant to the determination required by the County Court, no further documents have been required to enable the

Tribunal to reach its conclusions. Ms Caden may if she wishes make applications under section 27A of the 1985 Act to the Tribunal and/or under section 25 of the 1985 Act to the magistrates court in pursuit of further information. No order is therefore made in respect of this Rule 18 application.