



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

<b>Case reference</b>	<b>:</b> LON/ooAW/LSC/2025/0787
<b>Property</b>	<b>Basement Flat 51 Barkston Gardens Earl's Court London SW5 0ES</b>
<b>Applicant</b>	<b>Annabel Christie</b>
<b>Representative</b>	<b>Solicitor Advocate Mr Thomas West 13 Gray's Inn Square</b>
<b>Respondent</b>	<b>Bark Investment Co Ltd</b>
<b>Representative</b>	<b>Ms Allison Wu, Counsel Wilberforce Chambers</b>
<b>Type of application</b>	<b>Application for a determination of liability to pay and reasonableness of service charges</b>
<b>Tribunal members</b>	<b>Valuer Chairman Mr I B Holdsworth FRICS Ms Sarah Phillips MRICS</b>
<b>Date and venue of Hearing</b>	<b>10 November 2025 10 Alfred Place London WC1E 7LR</b>
<b>Date of Decision</b>	<b>19 January 2026</b>

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**DECISION**

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## **Decisions of the Tribunal**

- a. The Tribunal determines a sum of **£2,209.08** is both reasonable and payable for the service charges Demanded in the disputed period 2021-2025. The details of the payable charges are shown in table 1.
- b. The roof works costs charged for the major works in 2024 are disallowed. The S20 consultation failed to satisfy statutory requirements.
- c. The Tribunal makes a s.20C Order under the Landlord & Tenant Act 1985 ('the 1985 Act') and paragraph 5A and Schedule 11 of The Commonhold & Leasehold Reform Act ('the 2002 Act').
- d. The Tribunal Orders the Respondent to reimburse the costs of the application and hearing to the Applicant within 28 days.
- e. The Tribunal has deferred a decision on any Rule 13 Costs order pending further submissions from the parties. These to be made within 28 days of this decision.

### **1. The application**

- 1.1 The Applicant had sought a determination, under s.27A of the 1985 Act and Schedule 11 of the 2002 Act, as to the amount payable as a service charge and the reasonableness of the administration charges for years 2021, 2022, 2023, 2024 and part 2025.
- 1.2 The Applicant also applied for a s.20C Order under the provisions of the 1985 Act.
- 1.3 The Applicant made an application to the Tribunal dated 2 May 2025 and the Tribunal Directions were subsequently issued on 10 June 2025, following an oral case management hearing ("the Directions").
- 1.4 The Directions had identified the service charge years 2021-2025 inclusive as those in dispute. The case management hearing listed the principle disputed matters as whether:
  - charges in the years 2021-2025 were payable under the terms of the lease;
  - requirements of s.20B of the 1985 Act had been satisfied;
  - all necessary statutory consultation procedures had been satisfied; and
  - all and any charges made were reasonable.

### **2. The hearing**

- 2.1 A hearing was held on 10 November 2025 at Alfred Place London.
- 2.2 The Applicant was represented by Solicitor Advocate Mr T West of 13 Grays Inn Square. The Applicant attended and provided oral evidence. The Respondent was represented by Ms Allison Wu, Counsel of

Wilberforce Chambers. The parties submitted separate hearing bundles and two skeleton arguments.

- 2.3 No representatives of the managing agent, who are subsequently referred to as '**TLC London**', nor the landlord, Bark Investments Co Limited were present.
- 2.4 Neither party had requested an inspection of the Property, and the Tribunal did not consider one was necessary, nor would it have been proportionate to the issues in dispute.

**3. Preliminary issues in dispute**

**3.1 First preliminary matter**

- 3.1.1 Counsel for the Respondent made an application to submit a supplementary bundle of around 350 pages in content. Counsel explained that she and her instructing solicitor were provided by TLC London with the relevant service charge information on the evening of 7 November 2025. She said they had worked over the weekend to analyse the data and then collate the supplementary bundle. Counsel told the Tribunal the information contained in the supplementary bundle was essential to a fair and just hearing.
- 3.1.2 The Advocate Solicitor ('**the Advocate**') for the Applicant said he had been provided with the supplementary bundle at 09:00am on the morning of the hearing and he had insufficient time to review the information and for this reason objected to the admission of the supplementary bundle.
- 3.1.3 He told Tribunal it would be prejudicial to the Application made by his client. He also said the Tribunal Directions were issued to the parties in early June 2025. The respondent had not subsequently advised the Tribunal or the applicant that they had encountered any difficulty in securing the information necessary to comply with the Directions until the morning of the hearing.

**3.1.4 Tribunal's decision**

- a. The Tribunal considered the submissions made by both parties.
- b. The Tribunal referred the Respondent to the Directions of 10 June 2025, which had clearly set out the requirement to provide all relevant information to the Applicant by 8 July 2025, respond to any matters raised by the Applicant by 9 September 2025 and complete the collation of a bundle in preparation for the hearing by 21 October 2025. The Respondent had failed to comply with any of these requirements, nor had they made application to Tribunal for an extension of time.
- c. In contrast the Applicant had used the available service charge and other information to fully comply with the Directions.

- d. The Tribunal therefore concluded that the failure to satisfy the Directions was directly attributable to the Respondent's disregard of the Tribunal Directions. It was noted TLC London, and the Directors of the Freehold Company ignored the timetable issued in the Directions for the delivery of the relevant information. This behaviour could be construed as an attempt to undermine the 27A application procedure. The overriding objective of the Tribunal is to deal with matters fairly and justly for all parties. The Tribunal concluded that to admit the supplementary bundle on the morning of the hearing would require an adjournment to ensure the applicant was not prejudiced. The Applicant did not seek an adjournment but wished to proceed on the basis of the bundles submitted in accordance with the Directions. The Tribunal decided an adjournment would cause the Applicant wasted costs caused solely by the egregious behaviour of the Respondent. Such wasted costs would be unfair to the Applicant given their efforts to satisfy the Directions
- e. The Respondent had almost 6 months to gather the required service charge information and share with the Applicant. They failed to do this and gave no reasonable excuse for the delay despite being asked on several occasions to provide an explanation for the failures. The Tribunal balanced any likely disadvantage arising from a refusal to admit the bundle with the likely wasted costs to the Applicant and determined that any prejudice caused to the Respondents was of their own making. It is for this reason the request to adduce the supplementary bundle was declined.

### **3.2 Second preliminary matter**

- 3.2.1 Counsel for the Respondent, on receipt of the decision on the initial preliminary matter asked for an adjournment. She said the hearing should not proceed without reference to the supplementary bundle as this would cause prejudice to her client.
- 3.2.2 The Advocate for the Applicant said this was not necessary, given the information that had been collated by his client and the opportunity the Respondent had been afforded over many months to make response to the matters raised by the Applicant.
- 3.2.3 Tribunal's decision
  - a. The Tribunal was already aware of Counsel's argument that without the information contained in the supplementary bundle being taken into consideration the Respondent may be disadvantaged.
  - b. After deliberation the Tribunal offered the Respondent an opportunity to adjourn provided they satisfied the wasted costs of the Applicant for the preparation and attendance at the hearing. The Tribunal had alighted on this compromise proposal to ensure fairness and justice to the parties given the underlying reasons for the adjournment request.

- c. The parties withdrew from the hearing for a period of approximately two and half hours, to reach agreement on a settlement of the wasted costs. The Advocate for the Applicant was agreeable to this proposal.
- 3.2.4 Following the lengthy adjournment, Ms Wu for the Respondent returned to the Tribunal and said her instructions were to proceed with the hearing. She said her instructions were not to agree the Applicant's wasted costs and she withdrew the Respondents request for an adjournment.
- 3.2.5 The Tribunal said to Ms Wu that her explicit request to withdraw the adjournment request implied she no longer perceived any prejudice to her client from proceeding with the Application without admission of the supplementary bundle.
- 3.2.6 In response Ms Wu said her instructions were to proceed and her client had been appraised as to the implications of this action.

4. **51 Barkston Gardens, Earl's Court, London SW5 0ES**

- 4.1 This period building comprises five-storeys, with a lower ground, upper ground and three further floors, which has been converted into five self-contained apartments.
- 4.2 The Basement Flat ('**the Property**'), is held on a long leasehold by the Applicant. The Property is accessed directly off the public footpath via a self-contained stairwell into a lower ground floor courtyard and front door.

5. **The hearing**

- 5.1 The hearing on the substantive issues in dispute commenced at 13:30pm after the resolution of the two preliminary matters.
- 5.2 **Issues in dispute**
  - 5.2.1 The Advocate addressed the Tribunal about the Applicant's position. He said she had not received valid demands for service charges under the Lease dated 18 May 1981. He claimed that as a result the Respondent was now by virtue of s.20B of the 1985 Act, out of time to recover monies for all but the most recent service charges.
  - 5.2.2 The Respondent had failed to comply with the requirements of the Landlord & Tenant Act 1985, so that any demands delivered in time were not valid, or in the alternative the Applicant had not had opportunity to inspect them.
- 5.3 Ms Wu for the Respondent confirmed to the Tribunal that the matters as described by Mr West were those in dispute between the parties. She said the total sum outstanding in unpaid service charges since 2021 is £15,079.25.

5.4 The Advocate contended that the Applicant only received demands for payment of service charges in June 2025. He said that his client has no liability to pay service charges incurred more than 18 months prior to the issue of the Demand. He went on to claim that all documents received were not posted in accordance with the lease. He posited that the Demands did not constitute valid notices for the purposes of s20B.

5.5 Counsel said that TLC London has served three service charge demands on the Applicant, namely:

- 8 March 2021 in the sum of £579.46 – for external service charge contribution first quarter for period 1 January-31 March 2021 (pp.65-67 of the bundle).
- 12 March 2021 in the sum of £1,158.92 – consisting of £579.46 for the balance forward from the last statement (8 March 2021) and £579.46 for external service charge contribution second quarter 1 April-30 June 2021 (pp.68-70 of the bundle).
- 28 March 2024 in the sum of £9,382.18 – consisting of £8,837.36 for a balance brought forward from the last statement (12 February 2024) and £544.82 for external service charge contribution second quarter 1 April-30 June 2024 (pp.71-73 of the bundle).

5.6 From the outset Ms Wu accepted the following charge periods were time barred for which the Respondent did not propose to seek monies, they are:

- The third and fourth quarters of 2021;
- The first and second quarters of 2022;
- The third quarter of 2022 finishing on 28<sup>th</sup> September 2022.

The Advocate accepted these periods for service charges were not recoverable by the Respondent. He said monies from all periods in dispute were not recoverable. His argument was that no valid service charge demands were served on the Applicant, in accordance with lease as they were given by e mail rather than by post. The lease states that:

**Commented [SP1]:** I think there is a reference missing here

*“Any notice required to be served under this Lease shall be in writing and shall be sufficiently served on the Lessee if addressed to the Lessee and left at or sent by registered post to the demised premises and shall be sufficiently served on the Lessor if addressed to the Lessor and left at or sent by registered post to the Lessor’s last known address.”*

5.7 He also said no invoices and/or supporting documents had been seen by the Applicant as proof of the Respondent having made payments to

relevant third parties. He went on to claim many of the supporting documents provided were illegible and some costs had been included which were specifically omitted under the terms of the lease. He referred the Tribunal to paragraph 7(b) in clause 9 of the lease that prevented the Applicant from being charged for costs relating to:

*'The cleaning of the hall, stairs and landing, or the ground and upper floors, nor electricity charges incurred in lighting the hall and stairs.'*

- 5.8 The Advocate also alleged that the major works done in relation to the repair of the roof fell below a reasonable standard. The Applicant claimed the roof continued to leak.
- 5.9 The Advocate referred to the failure to satisfy the s.20 consultation procedures. He said there had been no consultation whatsoever with the Applicant about the qualifying works, or any qualifying long-term agreement and as such the costs were not payable until such time as an appropriate consultation had taken place in accordance with s.20 of the 1985 Act.
- 5.10 Counsel accepted that no service charge demands had been made of the Applicant, other than those she had brought to the attention of the Tribunal. Counsel said the managing agent had relied on legal advice, to the effect they should not issue service charge demands to a tenant who was in breach of their lease. In the witness statement of the Respondent's Directors, it stated:

*'While the Applicant was in breach of their lease, communications would only be via solicitors and service charge demands were not communicated to the Applicant. The Applicant was then briefly taken out of breach and a service charge was issued on 4 March 2024 before being referred to solicitors. Then the Applicant was again taken out of breach on 9 June 2025 and issued a service demand.'*

- 5.11 Counsel responded to the alleged failure to satisfactorily consult with the Applicant over long-term qualifying agreements prior to committing a long-term qualifying agreement. Counsel did not reject the assertion, advising it was the intention of her client to make a 20ZA application for dispensation from the consultation requirements. Counsel advised the Tribunal that the application was made on 10 November 2025.
- 5.12 Ms Wu asked during the hearing whether this application to seek dispensation could be conjoined with the 27A application. The Tribunal told Counsel this request was wholly inappropriate. They explained that the 20ZA application made on the morning of the hearing was not validated and the appropriate fee unpaid. There were no directions prepared or issued, and any leaseholders affected by the application

were unaware of the application. Counsel's request was accordingly declined.

## **Tribunal's decisions**

### **Validity of Demands**

- 5.12.1 The Tribunal will only adjudicate the service charges in the periods that the parties agree are in dispute.
- 5.12.2 The Tribunal did not agree with the interpretation of the lease made by the Advocate that Demands must be given by e mail and post to be valid. They were unable to reconcile his reading of the lease with the natural and ordinary meaning of the words. It was not disputed by the Applicant that she had received the three service charge Demands dated 8 March 2021, 12 March 2021 and 28<sup>th</sup> March 2024. The Tribunal concluded these Demands were given and received in accordance with the relevant lease provisions.

### **Service charge Demands 2021**

- 5.12.3 The service charge Demands made in respect of the first and second quarters of 2021 are at pp.66 and 69 of the Respondents bundle. The Tribunal has scrutinised these demands and are satisfied they comply with statutory and contractual obligations and were given correctly. Accordingly, they are valid demands which amount in total to £1,158.92.
- 5.12.4 The Applicant has challenged the reasonableness of these demands. The lack of detail about the expenditure provided by the Respondent has made it difficult for the Tribunal to determine whether these charges were reasonable for the works undertaken. A schedule prepared by the Ms Christie and appended to the skeleton argument, lists the charges for the relevant periods in dispute. The Tribunal reviewed this schedule with both the Applicant and Counsel. The questions explored the provenance of the charges and took the view of the Applicant as to the reasonableness.
- 5.12.5 The Applicant highlighted the costs of the jet cleaning maintenance at £96.77, charges for insurance and risk management amounting to £729.34, both of which had fallen in the first two quarters of 2021. The applicant agreed with the Tribunal that other charges of dubious reasonableness were dated of later periods.
- 5.12.6 It was not possible for the Tribunal to make a specific finding for each expenditure item on the reasonableness of the charge given the paucity of information available to it provided either orally or through written submissions. Based upon the information available to them they identified several of the charges which were excessive given the extent and standard of the work carried. Also "excluded charges" were included

within the service charge. The Tribunal made a summary reduction of 10% to the charges to reflect the excessive and wrongly charged sums.

5.12.7 A sum of £1,043.03 was both reasonable and payable by the Applicant in respect of the two-service charge demands issued in March 2021.

## Section 20B

5.12.8 The Respondent claimed in submissions that the service charge Demand dated 4 March 2024 was sufficient to satisfy the requirements of s.20B of the 1985 Act.

5.12.9 When queried Counsel for the Respondent said that the line entry "*Balance brought forward from the last statement on 12 February 2024 – £8,837.36*" constituted notice to the Applicant of the charges from 28 September 2022. The Advocate said this was incorrect.

5.12.10 The Tribunal is aware there is no prescribed form for a s.20B notice. The Tribunal would seek the following in a satisfactory notice, namely:

- Unambiguous advice that the costs were incurred;
- A description of the nature of the works;
- Confirmation that the tenant will be required to pay the monies through the service charge; and
- The period for which they were incurred together with a reasonable description of the costs.

This follows the guidance given in the Court of Appeal decision **Brent LBC v Shulem B Association Ltd 2011 EWCA Civ 1751** which places emphasis on the substance of the communication rather than the form.

The purpose of serving a s.20B notice is to advise a tenant of incurred costs within the last 18-months, some detail of those charges including dates and type and that the charges would be levied in due course. The Tribunal were unable to identify these minimum standards within the Line Entry included on the Demand dated 4 March 2024.

It is for this reason the Tribunal has disallowed the service charges demanded for the period 1 October 2022 to 1 April 2024.

## Service charges Demands 2024

5.12.11 The service charge Demands made in respect of the second and third quarters of 2024 are at pp.72 and 75 of the Respondents bundle. The Tribunal has reviewed these Demands for second quarter 1 April-30 June 2024 and third quarter 1 June-30 September 2025 and are satisfied they comply with statutory and contractual obligations and

were given correctly. Accordingly, they are valid demands which amount in total to £1295.61.

5.12.12 The Tribunal will apply a 10% summary deduction to reflect the inclusion of “excluded expenditure” and excessive charges. This is again based upon limited information and a review of the materials appended to the Applicant’s skeleton.

5.12.13 The Tribunal concludes the sum reasonable and payable for the quarters period 1 April to 30 September 2024 is £1166.05.

5.12.14 Table 1 provides a summary of findings.

<b>Table 1: Reasonable and payable service charges</b>		
<b>Basement Flat 51 Barkston Gardens</b>		
<b>Year 2021</b>		
Quarter 1	£	521.51
Quarter 2	£	521.51
Quarter 3	£	-
Quarter 4	£	-
	£	<b>1,043.03</b>
<b>Year 2022</b>		
Quarters 1-4	£	-
<b>Year 2023</b>		
Quarters 1-4	£	-
<b>Year 2024</b>		
Quarter 1	£	-
Quarter 2	£	490.34
Quarter 3	£	675.71
Quarter 4	£	<b>1,166.05</b>
Overall total	£	2,209.08

## **Section 20 works**

5.12.15 The valid service charge Demand dated 9 June 2025 included a s.20 notifiable sum for roof repairs amounting to £1,800.99 together with solicitor's fees of £554.07. Tribunal determined these costs were not allowed, given there was no evidence in the bundle of a valid s.20 consultation prior to the works. There was no submission on any 20ZA dispensation other than the application which was made on the same day as the hearing.

5.12.16 There was no supporting information in either bundle to justify the solicitor's fees charged to the Applicant on the Demand in the sum of £554.07. Ms Wu was unable to offer any further evidence on this charge when questioned. There was no invoice submitted that justified the charge. The Advocate claimed his client had no knowledge of any legal work to justify such charges.

5.12.17 The Solicitor fees charged at £554.07 were accordingly disallowed.

## **6. Costs**

- 6.1 The Applicant had made a s.20C application pursuant of the 1985 Act and paragraph 5A of the 2002 Act to restrict the recharge of costs to leaseholders of the application to Tribunal.
- 6.2 Any determination in respect of an application under s.20C of the 1985 Act and paragraph 5A of the 2002 Act is made on the basis of whether it was just and reasonable that a respondent be prevented from recovering its costs of proceedings, based on the level of success enjoyed by an applicant.
- 6.3 The Applicant had argued that it was necessary for her to make an application under s.20C of the 1985 Act and paragraph 5A of the 2002 Act, due to the persistent refusal of the Respondent to provide appropriate information and undertake good management of the building. The Applicant referred to the failure of the Respondent to comply with the Tribunal's Directions, when first set-out and the additional stress and work this had caused her in preparation for the hearing.
- 6.4 The numerous failures of the Respondent to comply with the Tribunal's Directions is evidenced by their request to submit a substantial supplementary bundle on the morning of the hearing followed by their request for an adjournment. They had previously failed to satisfy any of the timetable requirements in the Directions. This behaviour sought to undermine the efforts of the Tribunal and Applicant to ensure the judicial process was satisfied. The Directors of the Freehold Company and TLC London showed contempt for the Authority of the Tribunal and the rights of the applicant in this matter. The Tribunal is disappointed with the behaviour of the Respondent to this Application.

6.5 **Tribunal's decision**

- 6.5.1 Tribunal heard oral submissions on s.20C costs from both Counsel and the Advocate.
- 6.5.2 Given the Tribunal had found in favour of the Applicant on most of the disputed issues and the outcomes, it determined it was just and fair that the Respondent landlord could not recover any cost of the Tribunal proceedings through the service charge provisions within the lease.
- 6.5.3 The Tribunal therefore made a s.20C of the 1985 Act and paragraph 5A of the 2002 Act Order preventing recovery of costs incurred by the Respondent in these proceedings.
- 6.5.4 Further the Tribunal also ordered the Respondent to reimburse the costs of the application and hearing fees to the Applicant.

7. **Rule 13 application**

- 7.1 The Tribunal reserved their decision on Rule 13 costs. It asks for written submissions to be received from the parties within 28-days of the date of the Decision, should the Applicant wish to proceed with an application.
- 7.2 The Advocate referred to recovery of legal costs in his skeleton argument, but no oral submissions were received at the hearing.

#### **8. The law**

- 8.1 The relevant legal provisions are set-out in the appendices to this Decision.

**Name:** Ian B Holdsworth      **Date:** 19 January 2026  
Valuer Chairman

#### **RIGHTS OF APPEAL**

- 1 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.
- 2 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.
- 3 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.
- 4 The application for permission to appeal must identify the decision of the Tribunal to which it relates (ie, 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.

## **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.

#### **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 20**

(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) 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 20B**

- (1) If any of the relevant costs taken into account in determining the amount of any service charge were incurred more than 18 months before a demand for payment of the service charge is served on the tenant, then (subject to subsection (2)), the tenant shall not be liable to pay so much of the service charge as reflects the costs so incurred.
- (2) Subsection (1) shall not apply if, within the period of 18 months beginning with the date when the relevant costs in question were incurred, the tenant was notified in writing that those costs had been incurred and that he would subsequently be required under the terms of his lease to contribute to them by the payment of a service charge.

## **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.

## **Section 21B**

- (1) A demand for the payment of a service charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to service charges.
- (2) The Secretary of State may make regulations prescribing requirements as to the form and content of such summaries of rights and obligations.
- (3) A tenant may withhold payment of a service charge which has been demanded from him if subsection (1) is not complied with in relation to the demand.
- (4) Where a tenant withholds a service charge under this section, any provisions of the lease relating to non-payment or late payment of service charges do not have effect in relation to the period for which he so withholds it.

- (5) Regulations under subsection (2) may make different provision for different purposes.
- (6) Regulations under subsection (2) shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament.