FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00BA/LSC/2025/0874**
Property	**:**	**Flat 2, 251 Kingston Road, Wimbledon, London SW19 3NW**
Applicant	**:**	**Francesca Wright**
Representative	**:**	**Colin Wright**
Respondent	**:**	**Residential Freeholds Ltd**
Representative	**:**	**Moreland Estates Property Management Ltd**
Type of application	**:**	**Liability to pay service charges - application under section 27A Landlord and Tenant Act 1985**
Tribunal	**:**	**Judge Mark Jones** **Mr John Naylor FRICS**
Venue	**:**	**10 Alfred Place, London WC1E 7LR**
Date of hearing	**:**	**20 January 2026**
Date of decision	**:**	**23 January 2026**

DECISION

Decisions of the tribunal

(1) The Tribunal refuses permission to the Respondent's director, Mr Laurence Freilich to attend the hearing remotely via video link from Israel.

(2) The Applicant's and Respondent's cross-applications seeking strike-out of part or all of one another's cases are refused.

(3) The Tribunal determines that the estimated service charge item for fire door inspection demanded for the service charge year 2024-5 in the sum of £1,642, of which the Applicant's liability is 25%, was reasonably demanded, and was payable.

(4) The Tribunal determines that the estimated service charge item for fire door inspection demanded for the service charge year 2025-6 in the sum of £1,679, and for *"fire alarm - new system"* in the sum of £4,314, of which the Applicant's liability is 25%, were each reasonably demanded, and are payable.

(5) The Tribunal makes no order pursuant to s.20C of the Landlord and Tenant Act 1985, or under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.

(6) The Tribunal makes no order for reimbursement of the Applicant's Tribunal fees paid upon making the application, and for the hearing.

The Tribunal's Reasons

Definitions

In this decision, the following terms bear the associated meanings:

"***the Building***" means the building at 251 Kingston Road, Wimbledon, London SW19 3NW

*"**the Property**"* means the Applicant's leasehold Flat 2 within the Building

"***the 1985 Act***" means the Landlord and Tenant Act 1985

*"**the 2002 Act**"* means the Commonhold and Leasehold Reform Act 2002

*"**the Regulations**:* means the Service Charges (Consultation Requirements)(England) Regulations 2003

*"**Moreland**"* means the Respondent's appointed managing agent, Moreland Estates Property Management Ltd

The Application

1. By application in form Leasehold 3 dated 12 June 2025 the Applicant lessee seeks a determination pursuant to s.27A of the 1985 Act as to liability to pay and reasonableness of service charges, in respect of the service charge year from 2024 to 2025.

2. The Applicant, then, sought to expand the scope of the application to include the service charge year 2025 to 2026. On 15 September 2025 Judge Nicol gave permission for the Applicant to define the issues in her statement of case to be provided by 03 October 2025. The Applicant did so, so that the 2025-6 service charge demand was in issue before us.

3. There are two specific items in issue, viz a *"statutory fire door survey"* in the sum of £1,640, appearing (first) in the 2024-5 estimated service charge accounts, and installation of a new fire detection and alarm system in the sum of £4,314, appearing in the 2025-6 estimated accounts.

4. The application is predicated, *inter alia*, on the basis that no, or no adequate consultation under s.20 of the 1985 Act was conducted with the Applicant in respect of the disputed items.

Directions, and Procedural Evolution of the Case

5. The Tribunal gave directions on 5 August 2025, including the customary directions for preparation of either a composite bundle by the applicant or, in the event of disagreement, no more than one bundle by each party, to be provided to the Tribunal by no later than 12 December 2025.

6. The directions also included the following:

> ***"Evidence from abroad: any party or witness***
>
> *9. If you or your witness intends to give oral evidence at the hearing from somewhere outside of the United Kingdom, you must:*
>
> *a. follow the guidance provided in the Guidance Note for Parties: Giving Evidence from Abroad* ***which can be located here link to tribunal .gov page***
>
> *b. notify the Tribunal by email to London.Rap@justice.gov.uk, copied to all other parties, within 5 working days of receipt of these Directions, to confirm that you or your witness intends to apply to give evidence from abroad, confirming (i) which country, and (ii) that you will follow the process in the Guidance Note.*
>
> *A copy of the Guidance Note can be provided by the case officer on request.*
>
> *Failure to follow the Guidance is likely to result in you or your witness being unable to give oral evidence from abroad."*

7. The guidance relating to giving evidence from abroad was, unfortunately, not linked in the directions, but it is not clear whether the Respondent ever requested

a copy from the case officer. Its terms are appended as Appendix 2 to this Decision.

8. On 01 December 2025 the Applicant's father, Mr Colin Wright, wrote to the Tribunal requesting a determination on the papers, attaching a covering letter and 8 separate accompanying exhibits. Upon being directed by the Case Officer to make any application in form Order 1, he did so on 05 December. Permission was not granted for the matter to be determined on paper.

9. On 11 December 2025 the Tribunal indicated to the Respondent that it was minded to debar it from further participation in the proceedings on grounds of procedural non-compliance, while issuing amended directions extending time for service of the Respondent's case to 19 December 2025.

10. The Respondent responded by the provision, on 11 December 2025, of a request not to debar it, accompanied by a 247-page bundle of documentation, which was neither indexed nor paginated, containing a morass of substantially irrelevant material as against the (just) two service charge items in issue.

11. The Applicant's bundle was provided by Mr Wright under cover of a letter dated 09 January 2026.

12. On 12 January 2026 the Applicant applied to strike out part of the Respondent's Statement of Case.

13. On 14 January 2026 the Respondent lodged two applications, each on a separate form Order 1. The first sought to strike out the application, in the form of a bundle comprising some 133 pages which, on analysis, contained amongst other things a fresh copy of the Applicant's own bundle provided on 09 January. The second sought permission for the Respondent's director Mr Laurence Freilich to attend the hearing by video link from Israel.

14. In response to the Respondent's strike-out application, Mr Wright produced a two-page response and an exhibit, on 14 January 2026.

15. Mr Wright, then, produced a written response to the Respondent's application for Mr Freilich to attend remotely, on 15 January 2026.

16. By the date of the hearing, the main bundles numbered some 113 pages (from the Applicant), initially sequentially paginated but latterly containing some strange and unhelpful jumps in pagination (e.g. the pagination jumped as follows: 44, 52, 53, 51, 54) which did not assist consideration, also hampered by the fact that the index was contained in a separate document, viz. a letter from Mr Wright.

17. The Respondent's bundle had grown to some 313 pages, bearing what purported to be an index but which was of no assistance whatsoever, reading (just):

"1.	*Application*	*2-49*
2.	*Respondent's Statement of Case*	*50-295*

3. Directions 296-313"

18. The Respondent's statement of case had clearly been prepared with legal input, referring as it did to some 14 separate authorities in addition to statutory material, copies of none of which were in fact provided. Mr Mendelsohn of the Respondent is described as its in-house Solicitor. This makes the contents of the bundle somewhat surprising where, besides the *"relevant"* invoices clearly directed by §6 of the original directions, it included such utterly irrelevant material as invoices for gardening and cleaning, insurance, Entryphone maintenance, lighting maintenance, electricity provision, repairs to a wall, rubbish removal, management fees and much more besides. It also contained a series of impenetrable spreadsheets, of no assistance to the Tribunal whatsoever.

19. These unsatisfactory bundles were augmented by a swathe of additional documents variously making, and responding to applications, providing additional exhibits, and so on.

The Hearing

20. Such was the state of the electronic documents when the application proceeded as a face-to-face hearing on 20 January 2026.

21. Mr Colin Wright, the Applicant's father, attended to present the case on her behalf, having travelled from his home in Germany. We are grateful for his attendance, and for his clear, concise submissions.

22. Despite the fact that it had an appointed managing agent, nobody attended on behalf of the Respondent. This was surprising, where Mr Mendelsohn of Moreland had taken an active role in corresponding with the Tribunal, and where it could not have been known in advance whether the application for Mr Freilich to attend remotely would be granted.

The Preliminary Applications

(1) Application for Mr Freilich to Attend Remotely

23. The application was made on the basis that Mr Freilich is the sole director of the Respondent. He lives in Israel. The Respondent produced evidence in the form of a letter dated 14 January 2026 from Avi Factor MD of Maccabi Healthcare Services, which contains no contact details in the form of an address, email address or telephone number, that Mr Freilich is currently immunosuppressed and under ongoing medical supervision, at materially increased risk of serious illness if exposed to infectious agents, and consequently foreign travel was said to present an unacceptable risk to his health.

24. The Tribunal is of course sympathetic to Mr Freilich's medical condition, but wonders rhetorically why what appears to be an ongoing issue, which must have been apparent substantially prior to 14 January, was raised in this fashion just six days prior to a hearing which had been fixed as long ago as 05 August 2025. No

hint had been given that remote attendance might be sought at any point beforehand.

25. The Tribunal also wondered what Mr Freilich could add to the Respondent's case, where he had provided no witness statement, and Moreland, in particular through the person of a Mr Ethan Freilich had been the entity that dealt with day-to-day management of the Building, while Mr Mendelsohn had engaged in correspondence with the Applicant, and with the Tribunal. While there was no witness statement, it appeared probable that Mr Laurence Freilich might seek to give evidence of various matters.

26. The statement in the application (made by Mr Mendelsohn, and unsigned) that Mr Freilich is the sole director of the Respondent company, while true, omits to mention both that Mr Freilich has a registered correspondence address in London, and that a Mr Benjamin Grossman who provides the same address is registered as company secretary. Both Mr Freilich and Mr Grossman are also officers of Moreland.

27. The Tribunal noted that the Respondent appeared to have taken the deliberate decision not to instruct anybody from Moreland to attend the hearing.

28. The *Guidance Note* (Appendix 2) contains clear instructions as to the necessary steps where a party wishes to attend from a foreign country. Where a country has not provided blanket authority for persons within its jurisdiction to give evidence from within its territory, permission must be obtained from the relevant authorities.

29. Contrary to the suggestion in the application that there is no barrier to Mr Freilich attending remotely, supported by a copy email dated 02 June 2025 from a Ms Stephens at the Royal Courts of Justice Foreign Process Section (which must have been obtained for purposes unconnected with the present litigation, which was instituted 10 days after the date of the email) the current UK Government published guidance in relation to Israel is:

> *"We have not been able to obtain the agreement of the Government of Israel to our request to allow individuals in Israel to voluntarily give evidence from Israel by video link in UK civil, commercial or administrative tribunals (either as a witness or when appealing a case). Requests can be submitted on a case-by-case basis but the FCDO are unable to confirm whether a response will be received."* [1]

30. Ultimately, being confronted with the need to make a determination, the Tribunal considered the matter as against the overriding objective to deal with cases fairly and justly, in ways that are proportionate to the importance of the case, the complexity of the issues, the anticipated costs and the resources of the parties and the Tribunal. While the overriding objective includes the duty on the Tribunal to ensure that parties are able to participate fully in the proceedings, that is tempered by the words *"so far as practicable"*, and must be weighed against the

[1] https://www.gov.uk/guidance/taking-and-giving-evidence-by-video-link-from-abroad#i

concomitant duty to avoid delay, so far as compatible with proper consideration of the issues.

31. The practical realities of the situation were that, were permission to be granted to Mr Freilich to attend remotely, notwithstanding the impediment mentioned in §29, above, the hearing would have to be adjourned, probably for a not inconsiderable period against the pressures on the Tribunal's resources. The Respondent's case had been well articulated in its statement of case, augmented by a swathe of documents, all of which the Tribunal had read and would take into account. Ultimately, the Tribunal considered that the potential prejudice to the Respondent by Mr Freilich's non-attendance would be minor, if any, and certainly did not outweigh the desirability of avoiding delay and proceeding with the hearing, with the Tribunal essentially putting the Respondent's case to the Applicant.

32. We therefore refused the application.

(2) The cross applications to strike out, and compliance with the debarring notice

33. While there had been failures of procedural compliance on both sides, it was apparent to the Tribunal that each had been able to articulate its own case fully, fully to understand the case for the other side, and to counter with extensive arguments on both sides. A fair hearing of the issues was clearly possible.

34. That conclusion dealt with the issue of compliance with the debarring notice, on the basis of the statement of case and swathe of supporting documents served by the Respondent on 11 December 2025.

35. The Applicant's application to strike out part of the Respondent's statement of case was predicated on the basis that it responded to the application insofar as it related to the service charge year 2024-5, but did not expressly refer to the 2025-6 service charge year, which was the first year in which the charge for the fire system had appeared.

36. While this may be so on a technical reading of the document, the Tribunal is not the High Court, constrained by strict rules of pleading. We found that the Respondent's statement of case quite clearly addressed the issues raised in respect of the charges for fire system installation and fire door survey, in detail, so that we found the application to have no merit, and indeed not to be an application to strike anything in particular at all.

37. The Respondent's application was predicated on the basis that late service of evidence by the Applicant had rendered the proceedings *"procedurally unfair, abusive, and incapable of fair determination* (whereby) *the Respondent has suffered serious prejudice and has been denied any proper opportunity to prepare or respond."*

38. This somewhat hyperbolic assertion of grievous prejudice was accompanied by 7 pages of 'grounds', and 6 of exhaustive analysis of the Applicant's alleged manifold procedural solecisms and alleged dishonesty.

39. Against our overall finding as to the state of the case, set out in §33 above, we asked ourselves whether a fair hearing of the matter was possible, on the state of the material before us, and concluded that it was.

40. We therefore refused both applications.

(3) Other issue raised by the Applicant

41. While not an application *per se*, Mr Wright drew our attention to the fact that, from matters of public record online at Companies House, the managing agent Moreland had been the subject of a company voluntary arrangement (*"CVA"*), consequent upon significant unpaid liabilities to HMRC, where the joint supervisors of the CVA had on 18 December 2025 declared the CVA to be terminated, and themselves to be seeking a winding-up order against the company.

42. Mr Wright's submission appeared to be to the effect that Moreland's regrettable insolvency situation might in some way invalidate its ability to claim historical service charges from the Applicant, or otherwise frustrate the Respondent's case.

43. For all the congruence of director and company secretary, the Respondent and Moreland are separate entities. Moreland's difficulties in no way invalidate the impugned service charge demands made by it, and while they may be of interest in relation to issues of management and governance, are irrelevant to the questions the Tribunal must consider of reasonableness and payability of the disputed demands.

The Substantive Issues

44. Having determined the preliminary issues, the Tribunal moved on to consideration of the substantive issues in the case.

45. The parties' respective cases were set out in their Statements of Case and the Applicant's Response to that of the Respondent, as augmented by the bundles produced by each side, and the additional documents to which we have referred.

46. Whilst the Tribunal makes it clear that it has read the bundles and other documents, we do not refer to every one of the documents in detail in this Decision, it being impractical and unnecessary to do so. Where the Tribunal does not refer to specific documents in this Decision, it should not be mistakenly assumed that the Tribunal has ignored or left them out of account.

47. This Decision seeks to focus solely on the key issues. Any omission to refer to or make findings about every statement or document mentioned is not a tacit acknowledgement of the accuracy or truth of statements made or documents

received. Not all of the various matters mentioned in the bundles or at the hearing require any finding to be made for the purpose of deciding the relevant issues in this application. The Decision is made on the basis of the evidence and arguments the Applicant and Respondent presented, as clarified by the Tribunal in the hearing, and is necessarily limited by the matters to which the Tribunal was referred.

Background

48. The Building was converted from commercial offices to residential flats in 1996. It contains 4 flats, each with its own front door, arranged over 3 floors. The common parts comprise a front door, hallway and communal internal staircase.

49. Mr Wright confirmed that the Building is under 11 metres in height, so falls outside the regulatory scope of much of the Building Safety Act 2022.

50. The Respondent is the registered proprietor of the freehold of the Building, and, as stated above, Moreland has at all material times been the managing agent.

51. The Applicant completed her purchase of the Property on 30 May 2023, and Mr Wright agreed with the Respondent's position as expressed in an email from Mr Ethan Freilich of an uncertain date in 2025 (the date has not been reproduced in the copy in the Applicant's bundle) that the Respondent was first advised of the transfer on 21 July 2023, by written notice from the Applicant's solicitors.

52. It appears that more or less concurrently to the Applicant's conveyancing process, Moreland on behalf of the Respondent was engaged in a consultation process under section 20 of the 1985 Act, in respect of installation of a fire detection and alarm system, following the recommendations of a fire assessment.

53. The Tribunal has seen a Notice of Intention dated 16 May 2023 that, the Respondent contends, was sent to the Applicant's predecessor in title. We note that the copy provided does not bear a name or an address, and is addressed to the generic *"Dear Sir/Madam"*, as opposed to any specific person. The notice records the intention of the Respondent to install a fire alarm system in accordance with BS5839 Part 6, 2019, in the form of an interlinked fire detection installed in the communal escape route with a heat detector within each flat in the room or lobby that opens onto the escape route. The notice stated that it was accompanied by a copy of the proposed specification. It gave a period to 30 June 2023 for any representations to be made by lessees.

54. While Mr Wright did not seek to persuade us that the notice had not been generated at the time, he explained that his daughter's predecessor in title had made no mention of this when responding to pre-contract and/or completion enquiries, and asserted that she had stated to him that she had not received the notice, albeit that there was no statement or even a letter from her confirming those matters, where Mr Wright told us she did not wish to become involved in legal proceedings.

55. Following the Applicant's purchase, but prior to her solicitors providing notice to the Respondent of the transfer, on 06 July 2023 Moreland sent out a statement of estimates, containing details of two tenders for the proposed work, in the sum of £6,968.50 + VAT from Marlowe Fore & Security Limited, and £4,314 + VAT from Scutum London Limited (*"Scutum"*). Moreland advised that it proposed to retain Scutum to carry out the work, at a total cost of £6,207.80 inclusive of VAT, surveyors' and project management fees, and a 10% contingency fee, and gave a period of one month for representations. That period would expire on 5 August 2023.

56. Again, the copy of the statement of estimates before us bears no name or address. Mr Wright informed us that this was not received by the Applicant at the Property.

57. As summarised above, the fact of the Applicant's acquisition of title to her Property was expressly made known to Moreland, and the Respondent, on 21 July 2023, 15 days prior to the end of the consultation period for the statement of estimates. No copy of the statement of estimates was, however, provided to her, so that she was ignorant of its existence.

58. The first service charge statement in issue was served upon the Applicant on 03 March 2024, seeking advance payment of service charges for the year 1 April 2024 to 31 March 2025. It included an item for *"statutory door surveys"* in the sum of £1,642.00, of which her 25% share was £410.50. The Applicant states that she paid the demanded service charge in full, under the misapprehension that a *"statutory"* door survey was a legal necessity.

59. No door survey, statutory or otherwise, in fact took place during the service charge year 2024-5.

60. The second statement in issue was served on the Applicant on 23 February 2025, seeking service charges on account for the year ending 31 March 2026. This repeated an item for *"statutory door surveys",* in the slightly increased sum of £1,679.00, and also included an item for *"alarm system"* at £4,314.00, of which the Applicant's share was £1,078.00.

61. It is these items that are subject to the Applicant's challenge.

62. The annual account prepared by LB Ladenheim ACA CPA at the end of the service charge year to 25 (not 31) March 2025, which appears in the Respondent's bundle at pp. 116-9, shows that while £1642 for a fire doors statutory survey had been budgeted at the beginning of the year, the cost had not, in fact, been incurred. This, the Tribunal finds, informs the entry of that item in the statement in advance of the following year.

63. Neither the fire door survey nor the alarm installation had proceeded, as at the date of the hearing.

64. Neither party requested an inspection, and the Tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute.

The Lease

65. The bundles each contained a copy of the Applicant's lease of the Property.

66. By clause 4 the Applicant as lessee covenants to pay to the Respondent the Maintenance Contribution, as defined, on the rent day immediately preceding the Maintenance Year.

67. The Maintenance Year-end date is defined in Part B of the 6th Schedule as 25 March, albeit that it seems that the parties have by custom used the dated 31 March.

68. The landlord's obligations by way of provision of services, including maintenance, repair and so on, are set out in Clause 6(A), augmented by the 4th Schedule which addresses computation of the annual maintenance provision to be paid in advance of the year in question. It goes on to provide that at the end of each maintenance year the Respondent shall obtain an audited account for the year from a qualified accountant, deliver the same to the lessee, and account as necessary for any shortfall or excess payment.

69. The expenses to be included in computation of the Maintenance Contribution are set out in Part II of the 4th Schedule, and include all costs reasonably and properly incurred in the general administration and management of the Building, and in carrying out works of repair and improvement in its discretion, including as desirable in the general interests of tenants and/or as a block of residential flats.

70. The Applicant does not suggest, here, that the provision of a fire detection and alarm system and obtaining a fire door survey fall outside the services and works the Respondent might effect and be entitled to be remunerated for.

71. The 4th Schedule empowers the Respondent to appoint contractors, agents and servants to undertake its obligations and the management of the Building.

72. The operation of the service charge provisions is not unusual. In summary, the landlord is empowered to demand from the tenant payment on account of anticipated expenditure for the forthcoming financial year. After the end of each year, the landlord must send an audited account, showing actual expenditure, with provisions for balancing payments either to be made by the lessee in the event of a shortfall, or to be credited in the event of a surplus.

The Scope of the Tribunal's Jurisdiction on the Application

73. The Tribunal is asked to determine the reasonableness under s.19 of the 1985 Act, and liability to pay under section 27A of the 1985 Act of service charges for the years from 2019 to 2025.

74. The Tribunal has considered whether individual service charge costs were reasonably incurred, or services provided to a reasonable standard under section 19 of the 1985 Act. It also has power to determine whether sums are payable

under section 27A of the 1985 Act, whether under the terms of the lease or by another law.

The Law

75. The text of the 1985 Act may be viewed at:

https://www.legislation.gov.uk/ukpga/1985/70/contents

76. Appendix 1, detailing the relevant legal principles appears at the end of this decision.

The Issues

Fire Alarm

77. Mr Wright for the Applicant explained the configuration of the Building, and submitted that it was subject to few statutory regulations in relation to the provision of fire safety features.

78. A Health Safety and Fire Risk Assessment prepared by Robert Steel of 4 Site Consulting Ltd in May 2028 had opined that due to the limited size and level of risk presented by the Building, the current absence of a fire detection system was deemed sufficient, *if* the Building had been constructed to Building Regulations standards.

79. The report continued that if it cannot be confirmed that the construction and subsequent conversion were carried out to such standards, then a suitable fire alarm system (Grade D L2 as a minimum) would be required in the common areas, citing the appropriate regulations.

80. In summary, the report concluded that the author could not confirm the structural construction of the Building, and could not therefore conclude how quickly fire might spread, if it took hold.

81. Mr Wright submitted that it was properly to be inferred that the Building had been constructed and converted in accordance with applicable Building Regulations standards, and, if so, no fire alarm system was necessary, read against the 2018 report.

82. Against this, the case for the Applicant may be summarised thus:

    81.1 The Respondent failed to comply with the statutory consultation requirements under s.20 of the 1985 Act, and the Regulations, having become cognisant of the Applicant's acquisition of the Property during the consultation period afforded by the notice of estimates. Accordingly, the Applicant's liability should be capped at £250, pursuant to s.20(1)(b).

81.2 Having failed to commence the works, the quotation from Scutum is probably obsolete.

81.3 The failure to carry out the works calls into question their necessity or desirability.

81.4 The reliance on a 2018 fire survey which is equivocal as to the need for installation of the proposed alarm system in any event breaches the continuing obligation to ensure that fire risk assessments are kept up to date, imposed by Art. 9 of the Regulatory Reform (Fire Safety) Order 2005.

81.5 Alarm specifications provided to lessees differed materially from one another, undermining any consultation process, and demonstrating that the costs of installation would not reasonably be incurred.

83. In response to questions from the Tribunal as to whether an efficient, modern fire detection and alarm system might be considered an intrinsically beneficial installation in the development inhabited by his daughter, Mr Wright submitted that if the Building was constructed in accordance with Building Regulations, a stay put rather than evacuation policy in the event of fire might be warranted. As to the desirability of an alarm system to alert residents and enable them to call the Fire Brigade even were there a stay put policy, Mr Wright submitted that the key point was that the necessity for an alarm system was not proven. His daughter, the Applicant, had her own smoke detectors.

84. The Respondent's case in relation to the fire alarm system is that a full statutory consultation process was undertaken in 2023. It asserts the case that potential purchasers have no right to be consulted prior to purchase regarding putative future expenditure.

85. The proposed installation was based upon appropriate professional advice, alternatives were evaluated and a range of estimates obtained, and contractors were appropriately vetted.

86. The installation works have not taken place, so that the inclusion of the anticipated costs is no more than anticipated future expenditure and are not 'costs incurred'

Fire Door Survey

87. The Applicant submits that the 2 entries in the accounts for fire door surveys exceed the statutory threshold, requiring consultation under s.20 of the 1985 Act. No consultation having occurred, the Applicant's liability is limited to £250.

88. As to an issue that arose concerning intention, the Tribunal has no hesitation in accepting that inclusion of an item in a projected budget for a service charge year leads to an all but irresistible inference that the particular scheme is intended. The scheme here is, however, a survey: no more. The budget does not contain

provision for replacement of any doors: a decision as to whether that might be necessary or desirable must await conclusion of the survey, if it takes place.

89. The Applicant further submits that the description in the service charge demands as *"statutory"* surveys was misleading, where no legislation requires such surveys to be carried out.

90. Mr Wright endeavoured to persuade us that if questions arose as to the sufficiency of the 5 doors in question, the lessees would be perfectly capable of investigating their own doors, where the applicable regulations require investigation by a reasonable person. This was not his best point, where as we find, lay persons (the Applicant is employed in a position concerned with executive placements in the financial sector) are highly unlikely to have the specialist expertise required to consider the fire resistance, sufficiency of intumescent strips, fire resistant closers required of adequate fire doors, and the like.

91. The Respondent submits that all that is envisaged is a compliance survey/inspection, as opposed to any programme of replacement works: indeed, any such programme must be contingent upon the conclusions of such an inspection. As a one-off survey rather than part of a programme of works, the s.20 consultation requirements are not triggered.

92. The Respondent further contends that the mere inclusion of sums in an annual service charge budget and the collection of advance, on account contributions does not, of itself, give rise to any consultation duty in any event, provided any subsequent expenditure complies with the statutory regime at the time it is incurred.

The Tribunal's Analysis

93. In ***Daejan Investments Ltd v Benson*** **[2013] UKSC 14**, Lord Neuberger explained that the purpose of sections 20 and 20ZA of the 1985 Act is to reinforce the requirements in section 19(1)(a) and (b) that tenants do not pay for unnecessary services and services provided to a defective standard, and that they do not pay more than they should for services which are necessary and provided to an acceptable standard.

94. S.20 is headed *"Limitation of service charges: consultation requirements*". It provides:

> (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].

Subsections (6) and (7) stipulate that where the consultation requirements are not complied with, the contribution of tenants is capped at £250– the *"appropriate amount"*.

95. Whether s.20 applies to a particular item of expenditure warrants consideration of whether it constitutes *"qualifying works"*, as defined in s.20ZA: qualifying works means *"works on a building or any other premises…"*

96. As to what constitutes works on a building, in ***Paddington Walk Management Ltd v Peabody Trust*** **[2010] L&TR 6,** it was held that *"Works on a building comprise matters that one would naturally regard as being building works."*

97. S.20(3) establishes that the section applies to qualifying works if relevant costs incurred in carrying out the works exceed the *"appropriate amount"*, which is currently £250 per tenant, by virtue of s.20(2) and the Regulations.

98. The strict consultation requirements are set out in the Regulations. In ***Daejan***, Lord Neuberger provided a helpful summary:

Stage 1: Notice of intention to do the works

Notice must be given to each tenant and any tenants' association, describing the works, or saying where and when a description may be inspected, stating the reasons for the works, specifying where and when observations and nominations for possible contractors should be sent, allowing at least 30 days. The landlord must have regard to those observations.

Stage 2: Estimates

The landlord must seek estimates for the works, including from any nominee identified by any tenants or the association.

Stage 3: Notices about estimates

The landlord must issue a statement to tenants and the association, with two or more estimates, a summary of the observations, and its responses. Any nominee's estimate must be included. The statement must say where and when estimates may be inspected, and where and by when observations can be sent, allowing at least 30 days. The landlord must have regard to such observations.

Stage 4: Notification of reasons

Unless the chosen contractor is a nominee or submitted the lowest estimate, the landlord must, within 21 days of contracting, give a statement to each tenant and the association of its reasons, or specifying where and when such a statement may be inspected.

99. In the present case we are satisfied that the Respondent correctly undertook stages 1 and 2 in relation to the proposed fire detection and alarm installation. The evidence discloses that a stage 1 notice of intention was provided to tenants on 16 May 2023 giving longer than the statutory period of 30 days for representations, and that a variety of estimates was obtained.

100. We reject Mr Wright's suggestion that the differing alarm system solutions that various contractors quoted to provide in some way invalidates this procedure: a series of contractors were asked to provide a quote for a detection and alarm system, and did so. The differences between the precise systems and components were entirely reasonable in the circumstances.

101. We do not find that the fact of the Applicant's completion of her purchase on 30 May 2023 invalidated the consultation, where the Respondent was wholly ignorant of the same. Rhetorically, how could it be criticised for not serving a notice on a tenant it did not know existed, where the available evidence suggests that it had served notice entirely properly upon her predecessor.

102. As to stage 4, the statement of estimates, the consultation period was extant at the time the Applicant's solicitors advised the Respondent of the transfer to her, on 21 July 2023.

103. This *may* have generated an obligation on the part of the Respondent to serve a copy of the notice of estimates upon the Applicant, where s.20 and the Regulations require notice to be given to 'the tenant', and the consultation period in respect of the estimates remained 'open' until 05 July 2023.

104. We were referred to no authority on the point, and have been unable to locate any from our own researches. The point is, however, moot, and we need make no decision upon it.

105. We are also far from convinced that the obtaining of a fire door survey constitutes works to the Building, sufficient to engage the provisions of s.20. Once more, however, we do not have to determine that issue.

106. This is because the demands in issue have each been for on-account service charges, where neither the alarm installation nor the fire door survey have (yet) taken place. It is settled that the £250 limit under s.20 does not apply in relation to demands for on-account service charges, payable in advance of the works anticipated to be undertaken. The only statutory limit in such a case is the reasonableness requirement imposed by section 19(2) of the 1985 Act, as confirmed by the Upper Tribunal (Lands Chamber) in ***23 Dollis Avenue (1998) Ltd v Vejdani*** **[2016] UKUT 365 (LC)**.

107. It follows that where, as here, the Tribunal is considering demands for on account service charges, the question of whether the Respondent has complied with the statutory consultation requirements is irrelevant, save insofar as it informs consideration of whether the Responent's decision making processes have been conducted reasonably.

108. In relation to on-account estimates of annual service charges, we must apply a two-stage test: first, it is necessary to consider whether the landlord's decision-making process was reasonable. Second, it is a case of deciding whether the sums to be charged are reasonable.

109. As to the first stage, we find the following factors are relevant: despite Mr Wright's submissions to the contrary, the works of installation of a fire detection and alarm system are self-evidently for the benefit of lessees of flats within the Building as a whole, as is the investigation of the sufficiency or otherwise of the fire resistance of the front door of the Building and the 4 front doors of the flats therein. The extent to which the Building does or does not comply with historical Building Regulations is not known, and appears incapable of being ascertained without the most invasive of structural investigations, at doubtless very considerable expense. In such circumstances it is entirely reasonable of the Respondent to proceed in a safety conscious fashion. Each proposed item comes within the scope of maintenance and improvement of the Building which are entirely within the landlord's contractual remit, and to which the Applicant is required to contribute by way of service charge, if reasonable.

110. But for the fact that the estimate for the alarm system may now be stale (albeit there is no evidence to demonstrate that Scutum is no longer prepared to honour its 2023 estimate), we can discern no basis for delaying the proposed works. We find that it is not reasonably arguable that an application for advance payment of the service charge is premature. While there may be grounds for suggesting that Moreland might have not complied fully with the s.20 procedure, while making no final determination on that issue, it had clearly attempted to do so. Conversely, we have seen no evidence that any tenant engaged seriously with the process at all, where there is no evidence that any proposed alternative contractors or commented on the estimates. Indeed, the Applicant has not produced alternate estimates and has suggested no alternative independent contractors.

111. The sums attributed to the fire door survey in the 2024-5 statement of estimated service charges were not applied to that end, but were subsumed in the provision of services generally, for which the end of year statement provides a full breakdown. The question for us is whether that item was reasonably included in the demand dated 03 March 2024. We find that it was.

112. As to the demand dated 23 February 2025, in the circumstances summarised above, we find that a demand for and payment of an advance service charge in respect of fire door surveys and installation of the fire detection system was reasonable.

113. As to the amount, we find it was reasonable to use the figure in the lowest estimate for provision of a fire detection and alarm system.

114. As to the proposed fire door inspection, statutory or otherwise (we do not accept that the use of the term is as prejudicially misleading as Mr Wright sought to persuade us), we see nothing unreasonable in the sums of £1,642 inserted as a budget item in the 2024-5 on account demand, and the slightly higher sum of £1,679.

115. Applying the test in section 19(2) of the 1985 Act, we therefore conclude that the service charges payable before the relevant costs are incurred are reasonable in amount, and payable.

Applications under s.20C and paragraph 5A

116. The Applicant has not applied for orders under section 20C of the 1985 Act, or under paragraph 5A of Schedule 11 to the 2002 Act.

117. Had such applications been made, we would have refused them, consequent upon our findings and conclusion.

118. We accordingly make no order.

Reimbursement of Tribunal Fees

119. Where the Applicant's claim has been wholly unsuccessful, we also make no order as to reimbursement of the fees incurred in making her application, and for the hearing.

Name: Judge Mark Jones **Date: 23 January 2026**

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).

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 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.

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.

(6) An agreement by the tenant of a dwelling (other than a post-dispute arbitration agreement) is void in so far as it purports to provide for a determination—

(a) in a particular manner, or

(b) on particular evidence,

of any question which may be the subject of an application under subsection (1) or (3).

(7) The jurisdiction conferred on the appropriate tribunal in respect of any matter by virtue of this section is in addition to any jurisdiction of a court in respect of the matter.

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 20ZA

(1) Where an application is made to the appropriate tribunal for a determination to dispense with all or any of the consultation requirements in relation to any qualifying works or qualifying long term agreement, the tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements.

(2) In section 20 and this section—

"qualifying works" means works on a building or any other premises, and
"qualifying long term agreement" means (subject to subsection (3)) an agreement entered into, by or on behalf of the landlord or a superior landlord, for a term of more than twelve months.

(3) The Secretary of State may by regulations provide that an agreement is not a qualifying long term agreement—

(a) if it is an agreement of a description prescribed by the regulations, or

(b) in any circumstances so prescribed.

(4) In section 20 and this section "the consultation requirements" means requirements prescribed by regulations made by the Secretary of State.

(5) Regulations under subsection (4) may in particular include provision requiring the landlord—

(a) to provide details of proposed works or agreements to tenants or the recognised tenants' association representing them,

(b) to obtain estimates for proposed works or agreements,

(c) to invite tenants or the recognised tenants' association to propose the names of persons from whom the landlord should try to obtain other estimates,

(d) to have regard to observations made by tenants or the recognised tenants' association in relation to proposed works or agreements and estimates, and

(e) to give reasons in prescribed circumstances for carrying out works or entering into agreements.

(6) Regulations under section 20 or this section—

(a) may make provision generally or only in relation to specific cases, and

(b) may make different provision for different purposes.

(7) Regulations under section 20 or this section shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament.

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 tribunal2 or leasehold valuation tribunal or the First-tier Tribunal3 , or the Upper Tribunal4 , 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 the county court ;

(aa) in the case of proceedings before a residential property tribunal, to a leasehold valuation tribunal;

(b) in the case of proceedings before a leasehold valuation tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any leasehold valuation tribunal;

(ba) in the case of proceedings before the First-tier Tribunal, to the tribunal;

(c) in the case of proceedings before the Upper Tribunal4 , 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 the 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.

Commonhold and Leasehold Reform Act 2002

Schedule 11, paragraph 1

(1) In this Part of this Schedule "administration charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable, directly or indirectly—

(a) for or in connection with the grant of approvals under his lease, or applications for such approvals,

(b) for or in connection with the provision of information or documents by or on behalf of the landlord or a person who is party to his lease otherwise than as landlord or tenant,

(c) in respect of a failure by the tenant to make a payment by the due date to the landlord or a person who is party to his lease otherwise than as landlord or tenant, or

(d) in connection with a breach (or alleged breach) of a covenant or condition in his lease.

(2) But an amount payable by the tenant of a dwelling the rent of which is registered under Part 4 of the Rent Act 1977 (c. 42) is not an administration charge, unless the amount registered is entered as a variable amount in pursuance of section 71(4) of that Act.

(3) In this Part of this Schedule "variable administration charge" means an administration charge payable by a tenant which is neither—

(a) specified in his lease, nor

(b) calculated in accordance with a formula specified in his lease.

(4) An order amending sub-paragraph (1) may be made by the appropriate national authority.

Schedule 11, paragraph 2

A variable administration charge is payable only to the extent that the amount of the charge is reasonable.

Schedule 11, paragraph 5

(1) An application may be made to the appropriate tribunal for a determination whether an administration 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) Sub-paragraph (1) applies whether or not any payment has been made.

(3) The jurisdiction conferred on [the appropriate tribunal]1 in respect of any matter by virtue of sub-paragraph (1) is in addition to any jurisdiction of a court in respect of the matter.

(4) No application under sub-paragraph (1) 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.

(6) An agreement by the tenant of a dwelling (other than a post-dispute arbitration agreement) is void in so far as it purports to provide for a determination—

(a) in a particular manner, or

(b) on particular evidence,

of any question which may be the subject matter of an application under sub-paragraph (1).

Appendix 2

AUGUST 2024 REVISED Guidance Note for Parties: Giving Evidence from Abroad

First Tier Tribunal (Property Chamber) (Residential Property)

1. The Tribunal continues to offer remote hearings by video and telephone conferencing to parties in a number of instances, including for full hearings.

2. The expectation of the Tribunal is that if you and your witnesses are due to attend a remote hearing, you will be doing so from within the jurisdiction of England and Wales.

3. Increasingly the Tribunal has discovered only on the date fixed for hearing that a party or their witness is abroad and expects to give evidence by video or telephone link from outside the jurisdiction of England and Wales.

4. There is no automatic right to do so.

5. If you or any of your witnesses intend to give evidence from somewhere that is not either in the United Kingdom, a Crown Dependency or British Overseas Territory, meaning that you or they are outside the jurisdiction of the Tribunal**, case law now provides that you must prove to the Tribunal** that there is no legal or diplomatic barrier to the Tribunal taking that evidence from you, from the country or state in which you or your witness is staying (***Agbabiaka (evidence from abroad, Nare guidance) Nigeria*** [2021] UKUT 286 (IAC) (26 October 2021)). It additionally remains the Tribunal's discretion whether to receive evidence from another jurisdiction, even if that country or state has indicated that it has no objection or has given permission.

NEW PROCESS

6. The arrangement that was previously in place with the FCDO between March 2022 and July 2024 has now terminated, and it is for the party or witness seeking to obtain permission to give evidence from abroad to approach the appropriate body in accordance with the below process. **The Tribunal will no longer make any such request on behalf of any person.** It is for the party seeking to give evidence from abroad to comply with the correct process and pay any fee required.

7. You are likely to find the attached flowchart for the Stage One and Two processes helpful. It should be read in conjunction with this Revised Guidance.

Stage One

8. There are separate processes and requirements as set about below, depending on a number of factors

9. It has been clarified that the **First Tier Tribunal (Property Chamber) is a Civil/Commercial Tribunal** for the purposes of CPR 34.13(3) and PD 34A.

Step 1

10. You must **first check the Foreign and Commonwealth Development Office website** to see whether the country concerned has given unconditional consent for evidence to be given for civil and commercial tribunals to take evidence from its jurisdiction. The website address is: https://www.gov.uk/guidance/taking-and-giving-evidence-by-video-link-from-abroad

11. If the website indicates that unconditional consent has been given for civil and commercial tribunals, or there is no indication that there is a limitation on the unconditional consent to only administrative tribunals, you also have to be **a citizen or lawful resident of that country**. If you are not, the general consent does not apply.

12. If the country has given general consent and you are a citizen or lawful resident of the country concerned, make your **stage 2 application** to the Tribunal for the Tribunal's permission to give evidence from that country, using Form Order 1, as soon as possible. Stage 2 is set out below.

13. If the website indicates that consent has been given for administrative tribunals but **not for civil and commercial tribunals, that is not consent for the Property Chamber** to take evidence from that country, and you must go through one of the following processes.

Step 2

14. You must next check whether the country you wish to give evidence from is a **Hague Convention country**. You can check whether a country is a Hague Convention country here: https://www.hcch.net/

15. **If the country is a Hague Convention country**, the person seeking permission (hereafter 'the Requester') must comply with the following process:

(a) If
(i) the FCDO website does not show that the country in question has given consent, or
(ii) the consent is conditional, or
(iii) the consent says it does not include civil and commercial tribunals, or,
(iv) the person seeking to give evidence is not a citizen or lawful resident of that country,
the Requester must **first contact the Foreign Authority where they reside or will be during the period of the trial or hearing**, to enquire if they require that Foreign Authority's permission for the direct taking of evidence by civil and commercial tribunals via video link in that country.

(b) The **Foreign Authority** will instruct the Requester whether they can proceed (and so move to stage 2 of the Tribunal's process, below), or whether additional information is required.

(c) If the Requester discovers that the Foreign Authority requires a letter of request, then they will need to contact the Central Authority in England and Wales for the Taking of Evidence under the Hague Convention. That is the Foreign Process Section ('FPS') in the Royal Courts of Justice ('RCJ'). They will

check whether there are any formal arrangements that need to be made. At the time of writing, their contact details are:
Email: foreignprocess.rcj@justice.gov.uk
Tel: 020 3936 8957, option 7 (Foreign Process Section)

(d) Any **queries about the process must be made to the FPS at the RCJ**.

(e) **A fee, of £150 per individual seeking to give evidence, may be charged for this process**, depending on the requirements of the Foreign Authority. The Tribunal has no power to waive this fee and it is not covered by Help with Fees.

Step 3

16. For cases involving a request to give evidence from **a non-Hague Convention country**, the Requester must comply with the following processes:

(a) The Requester must provide a 'Letter of Request for Taking of Evidence by Video Conference or Telephone' to the FPS in the RCJ. At the time of writing, their contact details are:
Tel: 020 3936 8957 option 7 (Foreign Process Section)
Email: foreignprocess.rcj@justice.gov.uk

(b) The Letter of Request must meet the following requirements:
- **A separate letter of request is required for each witness proposing to give evidence from abroad**.
- It must state the nature of the proceedings for which the evidence is required, giving all necessary information with regard to them.
- It must provide the questions to be put to the person to be examined or the subject matter about which they are to be examined.
- It must be accompanied by local language translations.
- It must ask the FPS to prepare a letter of request to the competent judicial authorities in the requisite country.

(c) The Letter of Request and response would then be forwarded through diplomatic channels. **The Consular fee for forwarding one letter of request through diplomatic channels is £150**, which must be paid by the Requester. The Tribunal has no power to waive this fee and it is not covered by Help with Fees.

(d) Any queries about the process must be made to the **FPS at the RCJ** (details as above).

Stage Two

17. Despite any consent from a Foreign Authority, **the taking of evidence remotely from abroad remains at the Tribunal's discretion**. The party seeking to rely on such evidence must therefore apply to the Tribunal for permission to do so, once the Requester has obtained permission in accordance with Stage One above.

18. An application must be made by sending to the Tribunal by email (copied to all other parties) a Form Order1 (available here: https://www.gov.uk/government/publications/ask-the-first-tier-tribunal-property-chamber-for-case-management-or-other-interim-orders). The subject line of your email must be marked with the address of the property and case number.

19. The Form Order1 **must** provide the following information:

- The name of the country concerned and proof (by way of attached documents) that it has given its permission for or has no objection to you/your witness giving evidence to the Tribunal from within its jurisdiction;
- Proof or your citizenship/lawful residence of the country concerned, or any letter confirming that the country concerned has given you permission regardless of your status;
- Confirmation that you are requesting the Tribunal's permission for your/your witness's oral evidence to be given from the country in question;
- A written explanation from you or from your witness, explaining why you or they are not able to attend the hearing in person, or join it remotely from within the UK;
- A written explanation why a detailed written witness statement will not be sufficient and oral evidence is necessary;
- Confirmation that you/your witness have access to the necessary equipment (a laptop or tablet) and reliable internet connectivity for the purposes of attending the hearing; and
- The time-difference between London (whether GMT or BST) and the country from which you will present your case/your witness will give evidence.

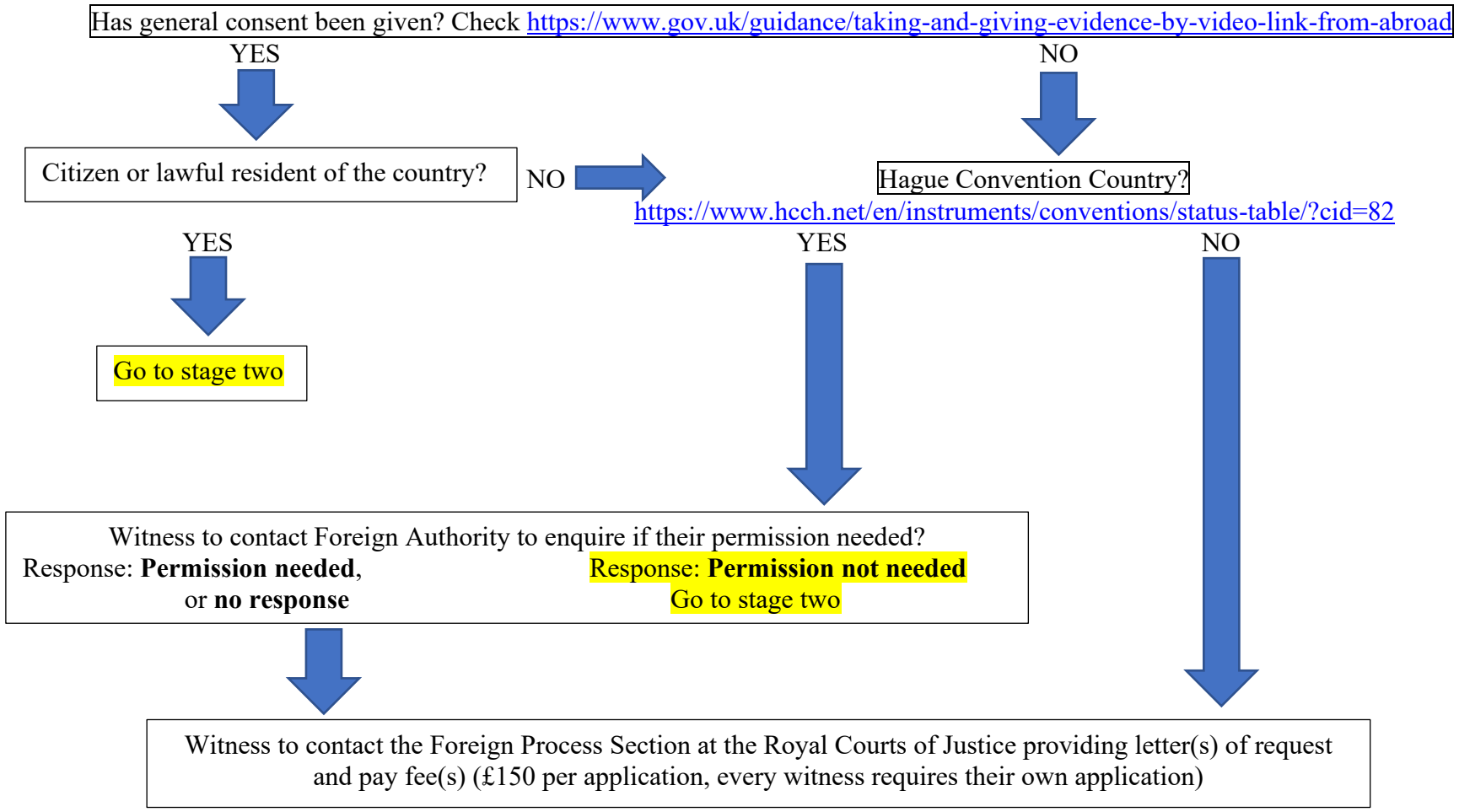
20. If you have received **no response from the Foreign Authority, or the response from the Foreign Authority is to refuse consent** to evidence being given to the Tribunal from its jurisdiction, then you/your witness **cannot be permitted by the Tribunal to give evidence from that jurisdiction**. You will be permitted to rely on detailed written evidence signed with a statement of truth. The weight to be attached to that written evidence will be decided by the Judge, taking into account that you or your witness is not able to be questioned on the contents.

21. Please note, the Tribunal cannot offer you additional guidance on this issue, beyond the contents of this Guidance Note.

22. If you do not follow this process, it is likely that you or your witness will not be able or permitted to give evidence from abroad.

Evidence from Abroad

STAGE ONE – Flowchart



FCDO obtains written confirmation of consent – Go to stage 2

FCDO obtains no response or response is 'no consent' - **ATTEND IN/FROM UK OR RELY ON WRITTEN EVIDENCE**

STAGE TWO

IN ALL CASES YOU MUST EMAIL FORM ORDER 1 TO THE CASE OFFICER TO REQUEST THE TRIBUNAL'S PERMISSION TO GIVE EVIDENCE FROM COUNTRY, ACCOMPANIED BY THE FOLLOWING EVIDENCE:

FCDO shows unconditional consent	Hague Signatory	Non-Hague Signatory
	- Proof Hague Signatory	- Response from [named country] demonstrating individual permission to [named person]
- Proof of unconditional consent (e.g. timed and dated screenshot of relevant FCDO webpage)	- Proof that [named country] has either given permission to [named person] to give evidence to the Tribunal without conditions, or - Response to Foreign Process Section from [named country] demonstrating individual permission to [named person]	- Proof that [named country] has either given permission to [named person] to give evidence to the Tribunal without conditions, or - Response to Foreign Process Section from [named country] demonstrating individual permission to [named person]
- Proof citizenship/lawful residence	- Proof citizenship/lawful residence or that citizenship/ lawful residence requirement waived by [named country]	- Proof citizenship/lawful resident or that citizenship/ lawful residence requirement waived by [named country]
- confirmation seeking Tribunal's permission for [named person] to give evidence from [named country]	- confirmation seeking Tribunal's permission for [named person] to give evidence from [named country]	- confirmation seeking Tribunal's permission for [named person] to give evidence from [named country]

- written explanation why the witness cannot attend in person or join a hearing via video from within the UK	- written explanation why the witness cannot attend in person or join a hearing via video from within the UK	- written explanation why the witness cannot attend in person or join a hearing via video from within the UK
- written explanation why written evidence not enough and oral evidence required	- written explanation why written evidence not enough and oral evidence required	- written explanation why written evidence not enough and oral evidence required
- confirmation [named person] has access to a laptop/tablet and reliable internet connection from private premises	- confirmation [named person] has access to a laptop/tablet and reliable internet connection from private premises	- confirmation [named person] has access to a laptop/tablet and reliable internet connection from private premises
- time difference between UK and [named country] and confirmation of witness availability for UK working hours	- time difference between UK and [named country] and confirmation of witness availability for UK working hours	- time difference between UK and [named country] and confirmation of witness availability for UK working hours