FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	:	**LON/00BA/LSC/2025/0785**
Property	:	**Flat B, 178 Worple Road, Wimbledon, London SW20 8PR**
Applicant	:	**Ms Helena Kloverlid**
Respondent	:	**South Western Estates Limited**
Representative	:	**Andrews Scott Robertson (Managing Agent)**
Type of application	:	**An application under section 27A Landlord and Tenant Act 1985**
Tribunal	:	**Judge Hargreaves** **John Naylor FRICS FTPI**
Date of hearing	:	**9th January 2026**

DECISION

The decisions of the Tribunal are as follows:-

1. The decisions of the Tribunal in relation to the reasonableness of the service charge items challenged by the Applicant are set out individually in the relevant paragraphs below.

2. The decisions of the Tribunal in relation to payability of service charges is that the Applicant is entitled to withhold payment (where she has) in respect of the service charge demands for the years 2019-2025 because the relevant demands for payment of the said service charges have not been accompanied by a summary of the rights and obligations of tenants of dwellings in relation to service charges and therefore the provisions of *s21B (1)(3)(4) Landlord and Tenant Act 1985* apply as appropriate.

3. Pursuant to *s20C Landlord and Tenant Act 1985/s5A Schedule 11 Commonhold and Leasehold Reform Act 2002* the Tribunal considers it just and equitable to limit the proper costs if any re-charged by the Respondent in respect of these proceedings to 50%.

REASONS

1. References are to documents prepared for a hearing bundle which was not paginated in the version supplied to the Tribunal; documents will therefore be referred to without being able to add a page number. The bundle was supplemented by a series of zip files in a format provided by the Respondent to the Applicant in compliance with disclosure directions and they contained all the invoices referred to for each service charge year. The most helpful document to navigate the disputed items was the Schedule which the parties completed in accordance with the directions and the form of this decision largely follows that.

2. The Respondent sought to dismiss the claims for the disputed years to 2021-2022 on the grounds that the Applicant was debarred from challenging the charges pursuant to *s27A(4)(a)* because she had agreed them. Having read the emails on which the Respondent relied in support of this submission (29th September 2022, 7th October 2022, 22nd December 2022 and 19th January 2023) we dismissed this submission on the grounds that the evidence indicated no such firm agreement (but rather the likelihood of an ongoing challenge as turned out to be the case). That means we proceeded to deal with all the listed challenges.

3. The Tribunal read the core documents which include the applications (made in April 2025) pursuant to *s27A LTA 1985* for the service charge years from 1st April - 31st March 2019-2020 through to 2024-2025. Directions were issued on 6th August 2025 and there has been substantial compliance with them, particularly helpful in the case of the Schedule. In addition, this was a relatively rare case where the Respondent had disclosed every invoice, though tracking them down via the zip files was on occasions laborious with a somewhat hit and miss approach until hitting the right one. The Applicant wanted the Tribunal to consider the charges for the current year 2025-2026 but we refused on the grounds that it had not formed part of the original application, had not been the subject of a further application and was not dealt with in the evidence. The Tribunal hopes that the parties will be able to go forwards constructively so far as any remaining disputes remain, once they have read this decision.

4. The Applicant is the leaseholder of a lease dated 26th May 1995 made between the Respondent and another. The Applicant has been the leaseholder since

2007 and is dismayed by what she sees as a relentless rise in service charges, particularly since 2015 when Andrews Scott Robertson ('ASR') took over the management. She has the lease of the ground floor flat in a substantial converted Victorian/Edwardian semi-detached or end terrace. We have seen useful photographs in the bundle, though they are over ten years old and therefore we do not accept them as evidence of the current state of the property. The property includes a basement and first floor flat which each account for 30% of 90% of the service charges, and a studio flat which accounts for 10%. The front garden is converted to hard standing for parking and bin storage, the back garden is laid to lawn and flower beds. The service charge provisions are in clause 2.22-2.30 and contain provision for interest on late payment (in the case of a proper demand). None of the provisions were contentious, and the further scope of the service charges contained in the Fourth Schedule subject to the remit of paragraph 9 on the recovery of Tribunal costs (to which we refer below) was agreed. For these reasons we do not set out the relevant provisions.

5. With the disclosure of so many documents (identified by number only), we asked for the location of the relevant service charge demands. The technical breach of *s21(B)(1)(3)(4) LTA 1985* was identified and after a short break to consider the situation, the Respondent's representatives indicated that they would proceed on reasonableness alone.

6. In accordance with the directions, the Applicant filed a statement outlining her main challenges (the version we have is undated) for each service charge year, the core elements being inserted into the Schedule from which we worked at the hearing (see bundle section 4). In addition, she filed a witness statement dated 27th November 2025; again, the salient points are contained in the Schedule. It is fair to characterise the Applicant's position on her challenges on the reasonableness of individual items as unsupported by any independent credible evidence indicating what would have been reasonable eg in the form of alternative quotations or cogent evidence on unreasonableness. She tended to conflate rising prices and inflationary pressures with unreasonable charges. The Applicant is far from alone in underestimating what is required of an applicant in these cases. The Applicant gave oral evidence and expanded her case as we went through the Schedule item by item with the parties.

7. The Respondent filed (section 5) a substantive response to the Applicant's challenges, supported by a statement by Edita Zeneli, ASR's assistant accountant, dated 13th November 2025, and John King Dip. Surv FRICS (same date). Mr King is the managing director of ASR and gave helpful evidence and made submissions together with his wife, also a director of ASR. We also had the benefit of a skeleton argument provided by ASR.

8. The main complaints common to each year were in respect of (i) electricity for the common parts (ii) buildings insurance (iii) management fees. Various other charges arise in respect of particular years. We have decided that as the challenges to the first two items are common to each service charge year we will deal with those together before dealing with other more individual year challenges and ending with our summary on management fees. We should clarify that the Applicant does not challenge any charge relating to the entry phone system.

9. **Electricity charges for common parts:** in our judgment all the electricity charges are reasonable. For the years in question (with daily charges including the standing charge set out in brackets) they amount to £275.33 (75p), £320.92 (87.9p), £355.96 (97.5p), £342.59 (93.8p), £155.59 (42.6p), £220.63 (60.4p). The Applicant's main challenge was that the charges were too high for the little amount of electricity consumed and must therefore include non-communal areas. When we considered the electricity bills themselves in the zip files, we were satisfied that the description 'landlord's supply' related to the communal parts (separately metered), and that, moreover, the substantial part of each bill related to the standing charges for the provision of a supply, not the amount of electricity consumed, which as the Applicant suggested was low. The Applicant did not introduce any evidence of cheaper rates or more economical contracts available to the Respondent. We accept the Respondent's case that ASR had considered the best deals available every year given the low consumption and that there was therefore no evidence to support a conclusion that the charges were unreasonable.

10. **Insurance:** the premiums have increased as shown by the following figures for the years in question: £2880, £3676.18, £4447.94, £5250, £5837.79, £6628.25. On the face of it, this is substantial but not wholly unusual in current market conditions. On the basis of the following evidence, we confirm that each of these premiums is reasonable. We decide the issues which arose as follows.

11. We are satisfied that it is reasonable to include terrorism cover: as Mr King said in evidence, it also covers the possibility of a bomb maker living in the property, a somewhat graphic or alarmist point, but it demonstrates the point. It is not unusual to include terrorism cover however remote the risk. It is not unreasonable in principle and the Respondent is entitled to recover the charge through paragraph 5.1 of the Fourth Schedule of the lease if it chooses to.

12. The documents produced by the Respondence include email correspondence for each year in the zip files with insurance brokers, Clear Group, and the same regular contact who clearly goes to the market and reports on the available range to the Respondent. Apart from market conditions which have generated substantial increases, the rise to over £6,600 (more than a doubling of the

2019-2020 figure) is due to the effects of a substantial claim on the insurance in 2023 which paid out a £20,000 claim in respect of claims arising from a leak associated with the Respondent's liabilities in respect of the building. It is inevitable that the premiums would rise in consequence though hopefully decrease in the next year or so. But nothing in ASR's management of this suggested that the charges were unreasonable. The Applicant suggested that the premium could be around £2000 according to an email from Quotesearcher but as Mr King pointed out, that was an email about obtaining a quote, not a quote itself. In response the Applicant claimed that she was denied access to information by the Respondent which would enable her to obtain a quote, but there was no evidence to support this or particularise any attempts to obtain alternative quotations. The Applicant also claimed the rebuilding value of £3m was too high but provides no evidence to back that up.

13. The conclusion on each of the insurance premiums is therefore that the charges are reasonable. We move on to deal with other individual challenges by year.

14. **Costs of asbestos survey £462 (2019-2020):** although somewhat vague about the *detail* of the precise statutory requirement to obtain an asbestos survey, Mr King was correct to obtain one on the basis that to his knowledge none had been obtained and one was required. Having looked at the survey, it justifies the fee charged and is reasonable.

15. **Leak in Flat C £120 (2019-202):** this represents the costs of an investigation by a plumber into the cause of a leak damaging the common parts of the building and therefore recoverable under the Fourth Schedule, para.1 of the lease. It is a reasonable amount.

16. **Roofing £1380 (2019-2020):** the invoice is dated 29th October 2018 and as with all the roofing invoices we considered, shed very little light on what was done, for which we relied on Mr King's explanation. This work consisted of repairs to the roof and parapet wall. The Applicant complains of poor management. It would have been poor management not to have carried out the works, which she did not challenge in detail: it is not clear to us what else the Respondent was expected to do, and the charge for the work done (including scaffolding) is reasonable.

17. **Investigation of damp £400 (2019-2020):** this was a judgment call by the Respondent in terms of spreading responsibility amongst the leaseholders rather than allocating liability for the report (which we read) to the leaseholder of Flat A who was concerned about damp penetration in the basement/garden level flat. The advice by a chartered building surveyor confirmed that the problem was individual to Flat A (condensation). The report itself was reasonable at £400. On balance the potential issue of damp penetration to the

building structure justified the charge to the leaseholders as a whole. The sum is reasonable.

18. **Bank line charges:** these arise in various years as follows £138.84 (2020-2021), £139.74 (2021-2022). The Respondent explained that each managed property has its own bank account and these are commercial charges set by the bank for running the account. Again, there was no evidence that these charges were caused by overdrafts or penalties incurred by the Respondent and the charges are therefore reasonable.

19. **Roofing/guttering £810 (2021-2022):** the bill splits into £450 plus VAT for the hire of a cherry picker and the actual roofer's charge of £225 plus VAT. This formed part of the maintenance of the building as a whole, clearing the gutters including a valley gutter which is out of sight. The Applicant maintained that the job could have been done for less but did not explain how or by whom or by reference to alternative quotes. Her case on the cherry-picker was that the roofer should have organised his day to hire one cherry picker and do numerous jobs with it and split the hire costs between various jobs. That rather ignores time spent and other factors involved in hiring a cherry picker, transporting it round south London, gaining access to various properties etc. It suggests that the roofer is not entitled to a profit charge on this. The Applicant's challenges were unrealistic. There is no evidence either way on this, but to try to make a case for unreasonableness based on a non-builder's approach to how roofers should organise themselves and their equipment is not a firm basis for a challenge. The Applicant could not challenge the work done (except vaguely). In our judgment, the need for a cherry picker was self-evident (without scaffolding hire) and the hire cost reasonable and the cost of the actual work also reasonable.

20. **Roofing/guttering £1620 (2022-2023):** this represents twice the £810 charge discussed above. On untangling the various oral representations and the documents in the bundle we have concluded that only £810 is reasonable on the same grounds set out in paragraph 19 above. There were two charges for £810 because one visit was abortive because one of the leaseholders blocked the area required for the cherry picker with a car. This was wrongly attributed to the Applicant. It was not the Applicant's car and we agree with her evidence on this point. She is only liable for her share of one x £810, which is (see above), reasonable.

21. **Roofing/guttering £810 (2023-2024):** the Applicant's challenge to the same £810 charge fails for the reasons given above in relation to the years 2021-2023).

22. **Gardening £794 (2023-2024):** the Respondent's evidence is that a gardener attends roughly once a month, clears up the front and the rear areas, and his charges include parking fees as well as disposal of garden waste plus VAT. He charged the same rates (£60 per visit plus VAT) until 2024. The Applicant had no particular challenge to the standard of work or its frequency, or even the charges which at something over £60pcm (or £72 including VAT) are reasonable. The Applicant's challenge is summarised as indicating that some of the leaseholders would prefer to do the gardening themselves but without evidence of a scheme satisfactory to all leaseholders (all contribute), that is hardly likely to be workable and does not in any event mean the current contractual arrangements are unreasonable. There is no evidence that this was proposed and if it was, it would not necessarily be unreasonable for the Respondent to reject such a plan.

23. **Gardening £1128 (2024-2025):** the Applicant's challenge was that the gardener did not come for some of the visits claimed. She was asked when he did not come and she could not say. We asked if she was alleging that the gardener was faking invoices and the Applicant indicated she was. This is a grave accusation which was wholly unsupported by any evidence. The annual amount increased because the gardener increased his rate from £60 to £80 pcm a visit. For this service charge year there were eleven visits, one at £72 and 10 at £96. For a monthly clear up with associated charges (as above), these charges are reasonable.

24. **Management fees:** for the years in question, these amount to £2100 (2019-2020 ie £1750 plus VAT), and for 2020-2021, 2021-2022 ie £1750 plus VAT), £2025 for the year 2022-2023, and £3000 for 2023-2024, 2024-25 (ie £2500 plus VAT). These include professional fees paid to accountants for producing service charge accounts. The Respondent's agents were appointed in 2015 and charged the same rate until the increase in 2022. We consider the charges until 2022 reasonable.

25. We do not give any weight to the Applicant's general complaint of 'unreasonable' without providing proper comparables or particulars. We take into account that in terms of traceability of invoices, the book-keeping in this case verges on the exemplary. But there were a number of points which were raised in the course of the evidence which suggest that the increase in charges from £1750-£2500 is not entirely justified as it is now towards the higher end for a property such as this and the service provided pitched at something rather less than that. First, although we accept the asbestos survey as reasonably incurred and priced, Mr King's knowledge of the relevant statutory regime was vague. He should have known exactly why the survey was required and able to say so with detail. Secondly, there is no after-hours contact number in the event of emergencies and ASR keeps traditional office hours Monday-Friday. That

leaves leaseholders to their own devices in terms of property issues for which they are not responsible for considerable periods of time. Thirdly, and most significantly, we were concerned to discover that the invoicing of service charges did not comply with statute and that is one of the most basic requirements of a management agent. It was not entirely clear to us how or why this was the case.

26. In the circumstances, taking all relevant matters into account, we have come to the conclusion that the rise to £2500 was unreasonable and that a reasonable charge for the service charge years 2023-2025 is £2250 plus VAT not £2500 plus VAT.

27. Finally, we turn to deal with the Applicant's *s20C LTA 1985/s5A Schedule 11 Commonhold and Leasehold Reform Act 2002* applications. The service charge is payable as additional 'rent' (clause 1 of the lease). ASR told the Tribunal when asked that it was charging the Respondent a fee of (up to) £2500 in respect of the Tribunal proceedings. We have not seen a copy of the management agreement or any such agreement or invoice but proceed on the basis that ASR is entitled to charge the Respondent separately in respect of legal proceedings. Whether it will seek to recover these charges from the Applicant is unknown.

28. Paragraph 2.22-23 of the lease defines 'Service Charge' relatively widely by reference to *'insurance repair maintenance and renewal of the Building and the provision of services therein and other heads of expenditure as the same are set out or referred to in the Fourth Schedule'*. Paragraph 5 of the Fourth Schedule provides for the Respondent to recover *'the proper fees of the … managing agents for the collection of the rents and for the general administration of the Building ..'*. That would arguably include costs incurred in legal proceedings such as these as the service charge is included in the meaning of rent in the lease. Collection of rents/service charge is also related to 'general administration' because as ASR explained, without money in the bank account, no repairs can be carried out.

29. The Respondent submitted that paragraph 9 of the Fourth Schedule would include the recovery of their Tribunal costs: this provides that the service charge includes *'the proper cost of doing all such other acts matters and things as shall be necessary or advisable for the proper maintenance and administration or inspection of the Building including (without prejudice to the generality of the foregoing) the appointment and remuneration of managing or other agents solicitors surveyors and accountants or other professional qualified or expert advisers'*. In our judgment this would include legal costs incurred in relation to defending these Tribunal proceedings, being related to the 'administration' of the Building. We note in particular that recoverable costs are limited to 'proper' costs and consider that to impose a

reasonableness cap which the Applicant could challenge if appropriate. It is not an excuse to recharge on an indemnity basis at a high charge.

30. We have considered the Applicant's *s20C LTA 1985/s5A Schedule 11 Commonhold and Leasehold Reform Act 2002* carefully. On the one hand, her challenges were mostly exaggerated and unsupported by any evidence, but she did succeed in setting aside one substantial roofing item of £810 for which she owed no liability. On the other hand, her challenges exposed a serious administrative failing by the Respondent to adhere to the statutory scheme for the proper collection of service charges which contributed in part to the reduction in the amount considered reasonable for management charges for the last two years. In the circumstances therefore we consider it just and equitable to make an order limiting the Applicant's liability for any 'proper' costs she is re-charged in respect of these proceedings to 50% of those costs.

Judge Hargreaves
John Naylor FRICS FTPI
26th 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 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.

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 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).