



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

Tribunal case reference : **CAM/00KF/LIS/2024/0601**

County Court claim number : **K19ZA471**

Property : **30A Whitegate Road, Southend-on-Sea, Essex, SS1 2LQ**

Applicant : **Kasinara Limited**

Representative : **Arkasian Property Management Limited**

Respondents : **Mrs P. and Mr K. Onuoha**

Type of application : **Liability to pay service and administration charges (section 27A Landlord and Tenant Act 1985 and paragraph 5 of Schedule 11 to the Commonhold and Leasehold Reform Act 2002)**

Tribunal members : **Judge Hunt**
: **Mr M. Ayres FRICS**

Date of hearing : **13 June 2025 (remote hearing)**

Appearances at hearing : **Ms K. Lockett (for the Applicant)**
: **Mrs P. Onuoha (for the Respondents)**

Date of decision : **16 June 2025**

DECISION

1. As it has not been validly demanded, the service charge of £368.99 relating to the cost of insurance for the period 21 July 2023 to 31 March 2024 is not currently payable by the Respondents.
2. If a valid demand is made, the service charge of £368.99 will be payable.
3. The administration charges relating to the late payment of the service charge and the preparation of claim documents in the sum of £36 and £300 respectively are not payable.
4. The matter is to be referred back to the County Court to address any other outstanding matters, including the costs of those proceedings.

REASONS

Introduction

1. The Applicant is the freehold owner (the “Owner”) of the premises known as 30A (or Flat A) Whitegate Road, Southend-on-Sea, Essex, SS1 2LQ (the “Property”). The Property is the first-floor flat in a building comprising 2 flats. The Respondents are the tenants of the Property.
2. The Owner purchased the freehold in July 2023. It has appointed Arkasian Property Management Limited to manage the Property on its behalf. It took out buildings insurance and charged 50% of the cost (£474.46) to the Respondents on 8 August 2023. They did not, and have not, paid.
3. The Applicant issued proceedings to recover that sum (and related administration charges) in the County Court under claim number K19ZA471. The claim was transferred to this Tribunal by order of District Judge Molineaux dated 4 June 2024. The Respondents contest the claim including because they believe “*the landlord has made lots of false money demands*”.
4. The issues for the Tribunal to decide are whether the sums claimed have been correctly demanded and are payable. If not, whether any disputed sums are reasonable and when they might become payable.

5. The Tribunal heard from both parties and considered a small file of documents provided by the Applicant. It is grateful to both for their evidence and submissions. Few findings of fact had to be made. When they were, they were made on the balance of probabilities in light of all of the available information.

Relevant Law

6. The Landlord and Tenant Act 1985 provides a statutory framework for the management of service charges imposed by a landlord on a tenant. Section 18 provides a broad definition of “service charge” and “relevant costs”.
7. Section 19 limits the amount of “relevant costs” that can be recovered through a service charge, as follows.

“19. Limitation of service charges: reasonableness

(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”.

8. Section 21B requires demands for service charges to be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to service charges. The precise wording of that summary of rights and obligations is laid down in the Service Charges (Summary of Rights and Obligations, and Transitional Provision) (England) Regulations 2007. The relevant Regulation is provided in an appendix to this decision. If this requirement is not complied with, a tenant is entitled to withhold payment of the service charge demanded.
9. Section 27A explains how service charge disputes are to be resolved. It provides as follows, so far as is relevant.

“27A. Liability to pay services charges: jurisdiction

(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”.

10. The Commonhold and Leasehold Reform Act 2002 provides a similar statutory framework for the management of administration charges imposed by a landlord on a tenant. The framework is contained in schedule 11 to that Act. Paragraph 1 of the schedule provides a definition of “administration charge”, which includes sums payable by a tenant in respect of any failure to make payments when they fall due and sums payable in connection with a breach of covenant or condition in their lease.

11. Paragraph 2 is as follows.

“2. Reasonableness of administration charges

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

12. Paragraph 4 requires demands for administration charges to be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to administration charges. The precise wording of that summary of rights and obligations is laid down in the Administration Charges (Summary of Rights and Obligations) (England) Regulations 2007. The relevant Regulation is provided in an appendix to this decision. If this requirement is not complied with, a tenant is entitled to withhold payment of the administration charge demanded.

13. Paragraph 5 explains how administration charge disputes are to be resolved. It provides as follows, so far as is relevant.

“5. Liability to pay administration charges

(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”.

14. Part VI of the Landlord and Tenant Act 1987 prescribes information that must be furnished to tenants of dwellings, including relating to service and administration charges. Section 47 provides as follows (so far as relevant).

“47. Landlord’s name and address to be contained in demands for rent etc

(1) Where any written demand is given to a tenant of premises to which this part applies, the demand must contain the following information, namely—

(a) the name and address of the Landlord...

(2) Where—

(a) a tenant of such premises is given such a demand, but

(b) it does not contain any information required to be contained in it by virtue of subsection (1),

then (subject to subsection (3)) [not relevant here] any part of the amount demanded which consists of a service charge or an administration charge (“the relevant amount”) shall be treated for all purposes as not being due from the tenant to the landlord at any time before that information is furnished by the landlord by notice given to the tenant”.

The Lease

15. The Tribunal was provided with a copy of the lease relating to the Property. Clause 3(i) of the lease provides that the “Lessee”, which includes their successors in title (i.e. the Respondents), covenants:

“(f) To pay all expenses (including Solicitors’ costs and Surveyors’ fees) incurred by the Lessor incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court”.

16. Clause 3(ii) of the lease provides a covenant to:

“(b) contribute and pay annually fifty percentum of the costs expenses outgoings and matters mentioned in the Fourth Schedule hereto at such times as the same shall fall to be paid”.

17. The Fourth Schedule mentions:

“(i) All costs and expenses incurred by the Lessor for the purpose of complying with or in connection with the fulfilment of its obligations under sub-clause (ii)(iv)(v) and (vi) of Clause 4 of this Lease;

...

(iii) the cost of management of the property”.

18. Clause 4 of the lease provides for the Lessor to:

“(ii) keep the building insured against loss or damage under the usual comprehensive policy and such other risks (if any) as the Lessor thinks fit in some insurance office of repute”.

The Service Charge

19. In September 2022, the Respondents paid their share of the annual buildings insurance to the freeholder at the time – a Mr John Harding. It amounted to £129. The Respondents therefore did not expect to pay any further contribution towards insurance until September 2023.

20. However, Mr Harding sold the freehold to the Property to the Owner in July 2023. The Owner purchased the freehold on a “clean break” basis. It did not seek to transfer the existing insurance cover into its own name. The Owner has no information about that insurance. Pursuant to its obligations under the lease, it insured the Property under a fresh insurance policy with effect from 21 July 2023.

21. The Owner owns the freehold to a number of properties. For administrative convenience, it insures them all under annual policies effective from 1 April each year to 31 March of the following year. It therefore purchased insurance only for the period 21 July 2023 to 31 March 2024, so as to fall in line with its other insurance policies thereafter.

22. Apparently, an annual premium was charged to the Owner in the sum of £948.92. The Tribunal is unclear why. The certificate of insurance is dated 31 July 2023 and indicates that a premium of only £737.99 was due as the insurance cover was only for part of the year. Be that as it may, on 8 August 2023 the Respondents were charged £474.46 (50% of £948.92) for their share of the insurance premium by way of service charge demand. They did not pay it.

23. On 1 April 2024, at the renewal of the policy, the Owner became aware it had paid and/or charged too much to the Respondents. It rectified this error by issuing a credit note to the Respondents of £105.47. This was 50% of the difference between the annual premium of £948.92 and what was actually due of £737.99. Accordingly, only £368.99 remained outstanding. It has not been paid.
24. The Respondents say that, as they already had insurance in place, they are due a credit in relation to one or other of the premiums for the period 21 July 2023 until the expiry of the previous cover. They will not pay until they receive this credit. The Owner submits that this is a matter for them to bring up with Mr Harding, their former landlord. The Respondents also say that the new premium is unreasonable as it is much higher than previously. The Owner says that it uses a broker who provides competitive quotes.
25. The Tribunal found that the Owner was required by the lease to take out insurance upon purchasing the freehold of the Property. It was open to it to consider seeking to arrange for the transfer or assignment of the previous owner's insurance, but it was not required to do so. It was entitled to take out a new policy. It correctly informed the Respondents that any matter relating to the possible reimbursement of part of the premium for the previous insurance is a matter for them to bring up with their previous landlord. In the circumstances, the Respondents may wish to consider whether section 30A and the schedule to the Landlord and Tenant Act 1985 might provide them with some assistance.
26. As to the amount of the premium, the Tribunal noted the increase on the previous year. However, it had no information about that policy. It had no evidence of alternative quotes from July 2023 or any other dates for similar insurance cover being substantially cheaper. The lease provides the Owner with a broad discretion as to its choice of insurer. The premium appeared towards the higher end of what might be reasonable, but did not appear to the Tribunal to be inherently excessive, in the absence of any better evidence.
27. Accordingly, the Tribunal found that the service charge, amounting to 50% of the premium, would be payable in the sum of £368.99. Whether or not the Owner or broker or insurer had made an error as to the amount of premium originally due is of no significance.
28. However, the Tribunal noted that the demand for payment of the service charge was defective. Although it includes some text relating to a tenants' rights, nowhere does it specifically include the title "Service Charges – Summary of tenants' rights and

obligations”. Nor does it include an up-to-date copy of the requisite summary. Both are statutory requirements.

29. On the face of the demand, it states “*As attached, The Service Charges (Summary of Rights and Obligations, and Transitional Provision) (England) Regulations 2007*”. Overleaf, the title of the Regulations is repeated, followed directly by some text, without further title. The content of that text provides some information about a tenants’ rights, but it is out of date. It still refers to the “*right to ask a leasehold valuation tribunal to determine whether you are liable to pay service charges*”. The provisions as to potential costs liability are also out of date. In England, the functions of leasehold valuation tribunals were transferred to the Property Chamber of the First-tier Tribunal in 2013. The Service Charges (Summary of Rights and Obligations, and Transitional Provision) (England) Regulations 2007 were consequently updated the same year. Presumably, the text on the service charge demand in dispute dates from earlier than 2013.

30. Although it may be the case that the Tribunal can overlook very minor discrepancies in the text (and no determination is being made about that), providing the specific summary of rights contained in the Regulations is a statutory requirement. It is not for this Tribunal to look much beyond that, if at all. The Regulations are clear. Not only should the up-to-date summary of rights accompany every service charge demand, it is a specific requirement of the Regulations that the title “Service Charges – Summary of tenants’ rights and obligations” appears above the text. If not, the tenant may simply believe the text is a copy of the Regulations. The purpose of the statement is for the tenant to have a clear and accurate summary of their rights. Parliament has decided what is required in order to achieve that objective. Had any tenant receiving this summary looked to make an application to a “leasehold valuation tribunal” they may well have ended up either frustrated in their attempt or believing they had to make an application in Wales (where, for now, leasehold valuation tribunals do still exist). Even if they had realised their application should have been made to the First-tier Tribunal, they may have done so in reliance on the inaccurate costs information in the summary, potentially to significant detriment.

31. Accordingly, the Tribunal concludes that no valid service charge demand has been made. The Respondents are entitled to withhold payment and the service charge is not currently payable.

The Administration Charges

32. As the Respondents did not pay the service charge, the Owner chased up payment and then issued these proceedings.

33. In relation to the chaser for payment, the Owner says that it incurred a management fee of £30 + VAT = £36. It says that this is a flat fee its manager charges for unpaid service charges, to cover the costs of checking up on payment and sending a reminder. The fee was demanded from the Respondents as an administration charge on 15 September 2023.
34. As payment was still not made, the Owner says that it incurred a further management fee of £250 + VAT = £300. The fee was demanded from the Respondents as an administration charge on 17 October 2023. On the face of the demand, the fee was stated to be for “*producing court papers*”, and stated that it included liaison with the Owner, reviewing the lease and highlighting relevant clauses, preparing the County Court claim form, covering letter and preparing relevant documents. The claim form simply states “*Outstanding Service Charges*” as the details of claim, giving the amount claimed of £810.46. The particulars of claim state “*Defendant has failed to settle service charges in respect of Flat A, 30 Whitegate Road, Southend on Sea, Essex, SS1 2LQ is in breach of Clause 1 and The Fourth Schedule (i) as mentioned in the attached copy Lease*”. A statement of account was appended to the claim form, listing the service charge and administration charges detailed above plus the Court fee of £70. The copy of the claim form seen by the Tribunal was undated, but the statement of account was dated 17 October 2023. The Tribunal assumes the claim form was issued in or around this date, which would also explain why the credit note relating to the insurance had not yet been taken into account. Copies of the demands and the lease were also provided.
35. As the claim form appears to have been filed on or around the same date the second administration charge was demanded, there is a good argument that the sum would not yet have been due prior to the claim being issued. In the event, the Tribunal did not need to consider further when the claim form was filed; it found the administration charges were not payable in any event, on two accounts.
36. The first reason is that section 47 of the Landlord and Tenant Act 1987 requires the name and address of the landlord to be recorded in every demand for payment of service and administration charges. The service charge demand complied with this requirement. The administration charge demands did not; they both stated that they were being sent “*For and on behalf of: Arkasian Property Management Limited*”. They began “*The landlord is Arkasian Property Management Limited*” and gave its address. As it happens, the address is the same as the Owner’s. The name of the Owner does not feature anywhere on the demands. When invited to make submissions about this, the Owner believed it was a mistake and did not consider it

important. The Tribunal disagreed. For this reason alone, neither administration charge demand is due.

37. There is provision for the Owner to rectify the situation by providing notice to the Respondents of its name and address. Arguably, the Respondents have now received notice of that information, not least via the claim form. However, the notice must be “given to the tenant”. The Tribunal concluded that providing the information in a claim form is better described as “giving notice to the Court”. Furthermore, for the statutory objective to be achieved, it must be made absolutely clear that the Owner is the person to whom the particular charge is payable. Clearly, the most obvious way to achieve this is to send a corrected demand, but that is not strictly necessary. In this case, the claim form only refers to “service charges” not “administration charges”. It could only be by inference, the act of seeking recovery of the administration charges via the claim, that the Respondents would know that these administration charges are being demanded by the Owner. Having to make such an inference is clearly not in accordance with the clear provisions of the statute. In a case such as this, where the freehold has just been transferred and where the new freeholder has a radically different approach to management than its predecessor, clarity is even more important for tenants so as to know exactly what is owing to whom and on what basis. Otherwise, it may just fuel their concerns that “false demands” are being made.
38. In any event, on principle, the Tribunal did not believe that the simple fact that the Owner began proceedings for the recovery of the administration charges entailed the provision of the necessary information to render the sums due. Not only is it not a notice “given to the tenant”, but bringing a claim for money does not mean that it is due (as this present case demonstrates). Simply issuing a claim form is not an appropriate way of providing information that creates a debt, not least because the sum wouldn’t be due until after issuance, so would be unlikely to be recoverable. In money claims such as this, the Court process is to adjudicate on whether a debt is due, not to create that debt in the first place. It would also render the statutory provision without any purpose as a landlord would be able to pursue any demands at Court in exactly the way it would have done had the demand been validly made and was left unpaid without good reason. The Tribunal concluded that the notice of a landlord’s name and address can be provided after a demand has been made, but must be clearly associated to that demand and not simply by virtue of featuring on a claim form.
39. The second reason for finding that the administration charges were not payable is as follows. The demands provide details of each administration charge and then refer to the “*Service Charges (Summary of Rights and Obligations, and Transitional Provision) (England) Regulations 2007*” (not the Administration Charges

(Summary of Rights and Obligations) (England) Regulations 2007, emphasis added in passing, although it is of no importance). Overleaf, the title “*Administration Charges - Summary of Tenants [sic] Rights & Obligations*” is clearly stated at the top of the page. However, beneath it, the summary was out of date, in a similar way to in relation to the service charge demand described above. The same considerations as mentioned above apply in respect of this text and the difficulties that they raise (the Administration Charges (Summary of Rights and Obligations) (England) Regulations 2007 were also updated in 2013). In this case, it may well be that the Tribunal could have overlooked the minor errors in the title, which is missing an apostrophe and includes an ampersand (&) that is not in the Regulations, although it is difficult to understand why this happened. But, for the same reasons as above, the Tribunal would not have overlooked the out-of-date summary.

40. Putting aside the issue of the validity of the demands, the administration charges are not reasonable in any event. The service charge was not payable. It was therefore not reasonable to incur further charges in pursuing payment. Accordingly, no amount of the administration charges was reasonable and neither are payable. For the avoidance of doubt, they will not become payable even if validly demanded.

Next steps

41. The Tribunal having made its decision, the matter is to be transferred back to the County Court to deal with the matter of the costs of those proceedings. However, in light of this decision, it would appear that those proceedings are bound to be dismissed as no sums have been found payable to the Owner. The costs of those proceedings are therefore highly unlikely to be found to be payable to the Owner.
42. If the Owner agrees, it may decide that is best to discontinue the proceedings by filing a form N279 with the County Court.
43. If it does not, and in any event if the Owner decides to seek to claim any service or administration charges relating to these proceedings from the Respondents, the Respondents should clarify to the Owner and the County Court in advance of any further hearing whether they seek to pursue applications under section 20C of the Landlord and Tenant Act 1985 and paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 for orders preventing that.
44. No such applications having been before this Tribunal, no orders are made. This does not prevent any such application being made at a later date, if the Owner decides to charge its costs of these Tribunal proceedings to the Respondents.

Judge Hunt

16 June 2025

Appendix

The Service Charges (Summary of Rights and Obligations, and Transitional Provision) (England) Regulations 2007

3. Form and content of summary of rights and obligations

Where these Regulations apply the summary of rights and obligations which must accompany a demand for the payment of a service charge must be legible in a typewritten or printed form of at least 10 point, and must contain—

- (a) the title “Service Charges — Summary of tenants' rights and obligations”; and
- (b) the following statement—

“(1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.

(2) Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.

(3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine—

who should pay the service charge and who it should be paid to;

the amount;

the date it should be paid by; and

how it should be paid.

However, you do not have these rights where—

a matter has been agreed or admitted by you;

a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; or

a matter has been decided by a court.

(4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.

(5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.

(6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

proposes works on a building or any other premises that will cost you or any other tenant more than £250, or

proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period,

your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or

cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.

The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.”.

The Administration Charges (Summary of Rights and Obligations) **(England) Regulations 2007**

2. Form and content of summary of rights and obligations

The summary of rights and obligations which must accompany a demand for the payment of an administration charge must be legible in a typewritten or printed form of at least 10 point, and must contain—

(a) the title “Administration Charges — Summary of tenants' rights and obligations”; and

(b) the following statement—

“(1) This summary, which briefly sets out your rights and obligations in relation to administration charges, must by law accompany a demand for administration charges. Unless a summary is sent to you with a demand, you may withhold the administration charge. The summary does not give a

full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.

(2) An administration charge is an amount which may be payable by you as part of or in addition to the rent directly or indirectly—

for or in connection with the grant of an approval under your lease, or an application for such approval;

for or in connection with the provision of information or documents;

in respect of your failure to make any payment due under your lease;

or

in connection with a breach of a covenant or condition of your lease.

If you are liable to pay an administration charge, it is payable only to the extent that the amount is reasonable.

(3) Any provision contained in a grant of a lease under the right to buy under the Housing Act 1985, which claims to allow the landlord to charge a sum for consent or approval, is void.

(4) You have the right to ask the First-tier Tribunal whether an administration charge is payable. You may make a request before or after you have paid the administration charge. If the tribunal determines the charge is payable, the tribunal may also determine—

who should pay the administration charge and who it should be paid to;

the amount;

the date it should be paid by; and

how it should be paid.

However, you do not have this right where—

a matter has been agreed to or admitted by you;

a matter has been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the administration charge arose; or

a matter has been decided by a court.

(5) You have the right to apply to the First-tier Tribunal for an order varying the lease on the grounds that any administration charge specified in the lease, or any formula specified in the lease for calculating an administration charge is unreasonable.

(6) Where you seek a determination or order from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.

(7) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(8) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, a tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.”.