



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

Case Reference	: HAV/24UC/LSC/2025/0731
Property	: 15 Cavendish House, Tudor Court, Bramshott Place Village, Liphook, GU30 7GL.
Applicant	: Various Leaseholders at Bramshott Place Village.
Representative	: David Precious
Respondent	: Senior Living (Bramshott Place) Ltd (Landlord) [1] Bramshott Place Management Company Limited (BPML) (Management Company)[2]
Representative	: Trowers & Hamlins LLP
Type of Application	: Determination of liability to pay and reasonableness of service charges; Sections 27A and 19 Landlord and Tenant Act 1954 (the Act); cost limitation orders; Section 20C of the Act and Paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 (CLARA).
Tribunal Members	: Judge C A Rai
Date type and venue of Hearing	: Paper Determination without a hearing Rule 31 of the Tribunal Procedure (First- tier Tribunal) (Property Chamber) Rules 2013 (the Rules)
Date of Decision	: 29 April 2026

DECISION

1. The Tribunal determines that the Applicant was liable to pay its share of the service charges for the year 1 April 2017 to 31 March 2018 being the total amount certified by Philip Carroll Associates in the Service Charge Certificate. The Applicant's claim is dismissed.
2. The Tribunal makes an order under paragraph 5A of Schedule 11 to CLARA extinguishing the Applicant's liability to pay a particular administration charge in respect of litigation costs.

3. The Tribunal declines to make an order under Section 20C of the Act.
4. The reasons for the Tribunal's decision are set out below.

Background

5. The Applicant is various leaseholders of Bramshott Place Village, Liphook Hants GU30 7GL, (the Village) described by the parties as a private leasehold estate set in 45 acres of grounds consisting of 191 properties being mixture of cottages and apartments with a clubhouse containing a plunge pool, restaurant, library, bar, gym, café, shop and community areas. The Applicant is represented by David Precious the resident leaseholder of 15 Cavendish House, Bramshott Place Village.
6. The current landlord Senior Living (Bramshott Place) Limited is the first Respondent. Bramshott Place Management Limited is the named management company in the leases and the second Respondent. Both are represented by Trowers & Hamblins LLP.
7. The Application was received by the Tribunal on 15 July 2025. It relates to the Applicant's liability to pay service charges for the service charge year April 2017 to 31 March 2018 the "2018 SC year". In particular it relates to payments made in advance for a maintenance contract.
8. The Applicant also applied for cost limitation orders pursuant to section 20C of the Act and paragraph 5A of Schedule 11 to CLARA.
9. A maintenance charge was invoiced quarterly in advance by Cambridge Management Ltd (Cambridge) pursuant to a contract for the supply of Planned Preventative Maintenance Services (PPM). The service charges disputed are the maintenance charges in four invoices totalling £114,636.18.
10. Following a case management and reconciliation hearing, on 7 January 2026 attended on behalf of both parties, Judge Skinner made directions with which both parties have complied. Those directions stated that the application would be determined remotely without a hearing unless either party objected. No objections were subsequently received by the Tribunal. Both parties were directed to exchange statements of case supplemented with relevant documents and submissions in respect of the cost limitation applications.
11. The Tribunal received a determination bundle containing 182 pages. References to numbers in square brackets in this decision are to the numbered pages of that bundle.

The Dispute

12. The Applicant disputes that the services, invoiced by Cambridge Maintenance Services Ltd (Cambridge) in four invoices dated 1 May 2017, 1 August 2017, 1 November 2017 and 1 February 2018 were provided. [83 – 86]. All invoices were issued and paid during the 2018 SC year.
13. The Respondent has submitted that the PPM services were provided or managed by Cambridge in accordance with those invoices but has been unable to provide further information to verify, to the satisfaction of the Applicant, the delivery of any services during the 2018 SC year.
14. The Respondent contends that it has provided all the information it has been able to obtain from Savills (UK) Limited (Savills) the managing agent which managed the property during the 2018 SC year.
15. The Applicant remains unsatisfied that any tangible proof of the services being provided has been given to it. It says that there is no proof, substantiated by records or works sheets or any similar documentation, that Cambridge carried out the work notwithstanding that invoices were issued and paid.
16. The Respondent has stated that the certification of the service charge expenditure at the end of the 2018 SC year is sufficient proof to demonstrate that the service charge costs detailed in that Certificate were incurred and that it is for the Applicant to produce actual proof that the services were not provided.
17. The Tribunal acknowledges that both parties are hampered by the fact that dispute relates to the 2018 SC year. It faced the same challenge.
18. The Applicant has explained the reasons why it was unable to obtain information until long after 2018. The evidence before the Tribunal is that the ownership of the freehold has changed since then. The Village is now managed by a different managing agent. It does not appear that any physical records of work undertaken during 2018 exist. Neither party can now demonstrate whether such records ever existed.
19. The four disputed Cambridge invoices refer to the provision of PPM services to Bramshott Village. The narrative on the invoices refers to costs being invoiced quarterly in advance. The invoices are for £29,511.30; £29,084.80; £29,840.80 & £26,955.26 (and total £114,636.18)
20. Following the disclosure by the Respondent of a transaction expenditure report [172 -181], which showed another maintenance charge paid to Cambridge on 26 or 28 February 2017, the Applicant sought to add an additional amount of £19,674.20 [173], to its claim, although admitting it had not seen the invoice relating to that entry on the report. The Applicant concluded that although the invoice related to the previous service charge year, it was paid during the 2018 SC year [18].

21. The documents disclosed during these proceedings include an incomplete copy of the 2013 Mechanical and Electrical Maintenance Agreement with Cambridge dated 1 January 2013, (both schedules are missing) [111 -124], the Savills Transaction Expenditure Report, [172 – 181], a Contract Variation Agreement dated 1 January 2013 between Savills and Cambridge [87 – 93], the Budget Pack Report 2017/2018 [155 – 171] and the Service Charge Certificate for SC 2018 [182].

The Applicant's case

22. During the 2018 SC year Bramshott Village was managed by Savills. That role is currently undertaken by the second Respondent. The Applicant initially included 37 residents but only 35 are party to the application at the date of its statement of case.
23. The Applicant seeks reimbursement of the invoiced sums paid to Cambridge, "Cambridge", during the 2018 SC year in settlement of the four invoices [83 – 86].
24. Clause 3.2 of the sample lease included in the bundle provides that "As soon as reasonably practicable after the end of each Service Charge Year the Management Company will prepare and send to the Tenant a certificate showing the Service Costs and the Service Charge for that Service Charge Year. The certificate will be in accordance with the service charge accounts prepared by the Management Company's independent accountants"[77]. (Service Costs and Service Charge are both terms defined in the lease).
25. After receiving the certificate, which is not dated but which the Tribunal was told was received in February 2019, the Applicant requested copies of the invoices for the maintenance contractors' charges. It says these were eventually received on 4 October 2019. It identified the four invoices amounting to £114,636.16 [83 – 86]. Following further correspondence with the Respondent's representatives and discussions a copy of the Contract Variation Instruction was provided. This referred to work estimated to cost £77,875.80 to be provided by sub-contractors and managed by Cambridge for a further sum of £32,763.66 [87 – 93].
26. The Applicant states that it has received no substantive explanation about the work to which the variation related or whether it was ever undertaken. The four invoices for the management fee were stated to be for the provision of PPM services, being the "planned preventative maintenance" referred to in the Service Charge Budget Report for the 2018 SC year, prepared by Savills [155].
27. The Applicant acknowledges that other invoices issued by Cambridge during that year, which totalled £77,681.63 are not challenged.
28. The Applicant notified the Respondent's solicitors in December 2023 of its intention to make a claim. The response it received was from the Respondent's representative, Trowers & Hamlin that they "did not have sufficient information to respond because our client does not have enough information to understand the claim"[17]. The Applicant said

that it found that difficult to understand because it said its claim is based on the information it had received from the Respondent.

29. The Respondent disputed that the Applicant had been overcharged, relying on the fact that the service charge accounts are audited.
30. The Applicant disputed this suggesting that the certification of expenditure constitutes what it terms a RFF (a Report of Factual Findings), which it stated could not identify if an invoice was valid or not in terms of the services or works to which it related.
31. The Respondent has been unable to obtain any further information from the previous managing agents as to how it had managed the contracts for services or verified that contracted services had been provided and that those services were satisfactory.
32. When an impasse was reached between the parties the Applicant applied to the Tribunal for a determination, on 15 July 2025. The Tribunal listed a case management and dispute resolution hearing which took place on 7 January 2026 and was attended by both parties.
33. Judge Skinner, in directions dated 7 January 2026, recorded that the Applicant's continued to dispute receiving the services to which the four invoices referred to in paragraph 25 above related. The Respondent argued that those costs had been validly incurred. Following its attempts to obtain further information from third parties it had concluded that it had supplied all the information that was available.
34. Although the Applicant said it was prepared to consider mediation, the Respondent declined but instead offered a "meeting to explore settlement". That meeting took place remotely but according to the Applicant no suggestion of any sort of settlement was made during or following that meeting.
35. The Applicant relies on the fact that "not a single document has ever been supplied to it to substantiate that any work was incurred and therefore could not have been to a reasonable standard." It suggests that had the invoiced works been carried out there would have been reports as to the findings, recommendations, and records and in the absence of the Respondent producing any records the work was not carried out. The Applicant goes further and concludes that in the absence of evidence as the work was not done it could not have been of a reasonable standard.
36. The Applicant wants the full amount of the five invoices it has identified as being listed in the transaction report for SC 2018 to be recredited to the Applicant. It also suggests that interest should be paid on that sum [14] and proposed a method of calculation.
37. Being cognisant of the fact that the claim is old, being for 2018 the Applicant has also put forward reasons suggesting why the claim would not be affected by what it terms the six year limitation period.

38. The Applicant has also suggested that the contract variation was concealed from it and not supplied until October 2021. It has offered no explanation why that has affected its claim but implied that concealment it would save it from being “too late”.
39. Lastly, the Applicant seeks cost limitation orders under section 20C of the Act and Schedule 11 of CLARA.

The Respondent’s Case

40. The Respondent is the Landlord and BPML is the named management company in the lease, obliged to delivery the services and collect payment from the leaseholders for supplying services in compliance with its obligations. Savills were the management company’s appointed managing agent during the 2018 SC year but are no longer involved with the management of the Village.
41. The 2018 SC year predates the corporate acquisition of the Respondent by the Inspired Villages Group, which now run the day to day management of the Village. The Respondent avers that it has provided the Applicant with all the information that it was able to locate which related to the period of the claim. Savills have been unable to provide any other documentation or information. It has not suggested that the claim is made “out of time”.
42. The Respondent confirmed that Cambridge was a contractor retained by Savills on behalf of BPML to provide mechanical and electrical services at the Village. It agreed that the four invoices previously identified and referred to are the subject of the Applicant’s claim.
43. The Respondent submitted that appendix 3 of the 2017/2018 Service Charge Budget Report contains a summary of the maintenance services to be provided by Cambridge during that year, and that the budget would have been provided to the Applicant at that time.
44. Although the total invoiced amount is £114,636.16 the costs figure shown in the Service Charge Certificate as payment to maintenance contractors was £94,369.12, less than the disputed amount. The Respondent stated that this lower sum is also shown in the invoices listed under the M&E section of the expenditure report for 2018 [175]. From which it has concluded that this sum was the total amount that was actually paid to Cambridge and was the actual amount which the Respondent “sought to recover” as service charges in respect of the four invoices issued by Cambridge for PPM.
45. The Respondent contended that there is sufficient evidence for it to conclude that Cambridge supplied the works referred to in the invoices. In reaching that contention it relies upon the Service Charge Budget Report which referred to the significant budgeted costs increase for maintenance contracts being attributable to a serious lack of maintenance for mechanical and engineering equipment and past failures to comply with statutory requirements.

46. The budget stated that “the budgeted spend for mechanical and electrical services is £140,100 of which £94,100 represents contracted expenditure and £24,000 is for unplanned repair, call out and works required over and above the base contract The main maintenance contractor is Cambridge Maintenance Services and a detailed contract breakdown cover can be found in Appendix 3” [164] [170].
47. The Respondent is satisfied that the Service Charge Certificate which would have required a review of all service charge expenditure in the 2018 SC year by Phillip Carroll Associates Limited, prior to certification, is sufficient evidence of all service charge expenditure incurred by the landlord during that service charge year. It also stated that in reliance on paragraph 3.5 of schedule 7 to the lease, such a certificate is conclusive as to all matters of fact to which it refers, save in the case of manifest error.
48. Addressing the Applicants submission that in the absence of proof of the works the works could not have been reasonable, the Respondent submits that the Applicant has not previously questioned reasonableness in relation to its claim until it submitted the statement of case. It submitted that the evidence available, points to the works having been carried out to a reasonable standard, but that in the burden of proof to show otherwise rests on the Applicant.
49. The Respondent rejects both cost limitation claims made by the Applicant. It says it has made several attempts to obtain the additional information sought by the Applicant. Its failure to locate or obtain further information is irrelevant. It has already incurred costs in responding to the claim. It also recorded that it believed that the Applicant misinterpreted the response from its in house general counsel when she said that further discussions would be fruitless, when all she intended to state, and in its submission, did state, was that was her conclusion was made taking account of the inability of the Respondent to supply further documentation to the Applicant because it did not possess those documents.
50. The Respondent also explained why it declined to attend mediation explaining that, in its view, the dispute related to a single issue which had already been discussed without any success in relation to the parties attempts to resolve the dispute. It had proposed a without prejudice meeting, which took place, but without achieving any resolution.

The Law

51. The Tribunal’s jurisdiction is contained in the Act and in CLARA. Both parties have referred to it. A brief summary of the provisions is set out below, but these are reproduced in full in the schedule to this decision.

52. The Tribunal can decide whether a party is liable to pay a service charge, to whom it is payable, by whom it is payable and the amount payable. Service charges are defined in the Act as including direct costs for services, repair maintenance, improvements or insurance or management costs the whole or part of which may vary according to relevant costs.
53. Relevant costs shall be taken into account, by a tribunal only to the extent that they are reasonably incurred and where relating to works or services these are of a reasonable standard.
54. Section 20C of the Act enables the Tribunal to make an order that a landlords costs in connection with tribunal proceedings are not to be regarded as relevant costs, so cannot be recovered as part of the service charge. Paragraph 5A of CLARA gives the Tribunal jurisdiction to make an order reducing or extinguishing the tenant's liability to pay a particular administration charge in respect of litigation costs.

Reasons for the Decision

55. The Applicant has made a claim in respect of a service charge year which ended almost exactly eight years ago, on **31 April 2018**. Since that date the ownership of the Respondent has changed, and sadly, since this application was made some of the original leaseholders party to the application have died.
56. It is not helpful to repeat in detail the reasons given for the delay on the part of the Applicant in submitting the application. Obligations in relation to service charges are contractual, being contained in the leases of the properties in the Village. These obligations and the provisions for payment still apply at the date of the claim regardless of the passage of time since the disputed sums formed part of the service charges demanded from the Applicant.
57. The management company named in the lease remains obliged to provide the services on behalf of the landlord and the leaseholders have a continuing obligation to pay for those services. I therefore find that the claim made is not time limited. It relates contractual sums paid in respect in respect of a continuing contract.
58. The Applicant does not dispute that it is liable to pay service charges. It said that following the end of the 2018 SC year, it asked for more information, which was provided eventually, but which did not satisfy its queries in relation to the sums paid to Cambridge as maintenance charges.
59. Information appears to have been provided, sporadically by the Respondent, over a period of several years. The Applicant has said it did not obtain copies of the Cambridge invoices until September 2021 [16]. Although originally the Applicant confined its dispute to the four invoices for PPM during the 2018 SC year, it later discovered in that the managing agent had listed a further "maintenance contract" invoice

relating to 2017 in its expenditure schedule and added the amount of that invoice to its claim.

60. Essentially the Applicant's claim is that the PPM services invoiced quarterly in advance by Cambridge (evidenced by the four invoices) were not provided during the 2018 SC year.
61. The difficulty with the Applicant's submissions is that it has not provided any evidence that these services and or works were not undertaken or provided. It says it cannot produce evidence because the services or works were intangible.
62. The Respondent has referred to the Service Charge Budget Report, prepared prior to the 2018 SC year, and in particular to the references to the absence, until then, of a compliant maintenance programme. It stated that Appendix 3 Maintenance Contracts (in the report) sets out what the Mechanical and Engineering Contractor was contracted to provide.
63. The transaction expenditure report for the 2018 SC year reveals that a sizeable number of invoices were submitted by Cambridge and other contractors for mechanical and engineering works. The total charge of £94,358.12 is shown both in the summary of costs under the heading Mechanical and Engineering in that report and under the heading Maintenance Contractors in the Service Charge Certificate.
64. I am satisfied that the Service Charge Certificate provides sufficient evidence of the actual service charge expenditure for the 2018 SC year. The transaction expenditure report is essentially a ledger recording individual payments made by the managing agent. It shows details of invoices raised by other sub-contractors in addition to Cambridge. Neither party has referred to the accruals listed in that report. These are shown on pages 174 and 179 and go some way towards explaining why the amount shown in the Service Charge Certificate does not match the total of the four invoices.
65. I do not accept that the additional amount added to the claim by the Applicant can be included as part of its claim. The date of the entry in the transaction expenditure report preceded the 2018 SC year. If it, related to the earlier year but was paid during 2018 it may have been accrued in the previous years' service charge accounts. Neither party provided me with evidence so I can make no definitive finding. Nevertheless, I am satisfied that it was wrong for the Applicant to seek to add the additional amount to its claim. The Respondent identified that the additional charges related to a different service charge year.
66. In reliance on the information provided in the joint bundle which is all that is before the Tribunal, I am satisfied that Cambridge provided the services relating to the PPM for which it submitted four invoices during the 2018 SC year. The Service Charge Certificate shows a lower amount for maintenance charges. I have concluded, because it was identified in the service charge budget, the estimated cost included additional costs. The budgeted spend for mechanical and electrical services was £140,00,

of which £94,100 represents contracted expenditure and £24,000 for unplanned repair, call out and works required over and above the base contract [164]. The transaction expenditure report records accruals and credits which explain the difference between the budget and the expenditure shown in the Service Charge Certificate.

67. I am inclined to believe it likely, that the breadth of works and services on which sums were expended during the 2018 SC year evidenced by the entries of the invoices paid in the transaction expenditure report confirms that a comprehensive maintenance programme was undertaken by Cambridge and its subcontractors during that year.
68. I do not understand what prompted the Applicant to decide, when it obtained the four Cambridge invoices, that the PPM works were not carried out. That has not been satisfactorily explained to the Tribunal or the Respondent.
69. I would have expected the Applicant to produce some evidence that disrepair occurred, or substantial works were required in at that point to evidence their concerns that maintenance contract was not performed. The absence of such evidence also suggests to me that the contracted services were provided.
70. Had there been any doubts or concerns about the provision of the contracted services I would also have expected the leaseholder to have notified Savills and Savills to have questioned its contractor, since the lack of maintenance would inevitably have impacted on its management of the village during subsequent years. Savills identified the risk in relation to the absence of management contractors, documented it in the Budget Pack Report and put in place contractual arrangements to address it. I would have expected there would have been subsequent monitoring of the contract. Unfortunately, neither party has provided further information regarding that.
71. Furthermore, on their own admission the Applicant has not disputed other invoices listed in the transaction expenditure account as paid to Cambridge, from which I conclude that it had no reason to doubt that Cambridge was a reliable and trustworthy contractor.
72. For all of these reasons I dismiss the Applicant's claim.
73. Whilst not pertinent to my decision, I also find that the suggestion that works which according to the Applicant had not been carried out could be found not to be "of a reasonable standard" wrong. A standard of works or services can only be attributed to works or services which have been undertaken or supplied.

Costs Applications

74. The Applicant's claim has not succeeded. Whilst the Tribunal is essentially a "no costs" jurisdiction I accept that the Applicant has had to persevere over a long period of time to extract information from the Respondent.

75. I also take into account the Respondent's submissions relating to changes in ownership and control of the Landlord and Management Company and that, due to the change of managing agents and the fact that the information requested by the Applicant related to 2018, it appears to have been difficult to obtain information, which I would have expected to have been far easier, had it related to more recent years.
76. Taking account of all of the circumstances, I have decided not to make an order under section 20C of the Act.
77. I find it just and equitable to make an order under Paragraph 5A of Schedule 11 of CLARA extinguishing the Applicant's liability to pay a particular administration charge in respect of litigation costs. I do so because I consider that it should have been possible for this application to have been resolved. The evidence in the determination bundle is that the Respondent indicated a willingness to find a solution but never persevered in so doing.

Schedule

Landlord and Tenant Act 1985

27A Liability to pay service charges: jurisdiction

- (1) An application may be made to [the appropriate tribunal] ² 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] ² 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] 2 in respect of any matter by virtue of this section is in addition to any jurisdiction of a court in respect of the matter

18.— Meaning of “service charge” and “relevant costs” .

(1) In the following provisions of this Act “*service charge*” means an amount payable by a tenant of a [dwelling]¹ as part of or in addition to the rent—

(a) which is payable, directly or indirectly, for services, repairs, maintenance [, improvements]² 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.

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.

(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.

(5) If a person takes any proceedings in the High Court in pursuance of any of the provisions of this Act relating to service charges and he could have taken

those proceedings in the county court, he shall not be entitled to recover any costs

20C.— Limitation of service charges: costs of proceedings.

(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 leasehold valuation tribunal [or the First-tier 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 [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;

Schedule 11 to CLARA

Para 5A

(1) A tenant of a dwelling in England may apply to the relevant court or tribunal for an order reducing or extinguishing the tenant's liability to pay a particular administration charge in respect of litigation costs.

(2) The relevant court or tribunal may make whatever order on the application it considers to be just and equitable.

(3) In this paragraph—

(a) “litigation costs” means costs incurred, or to be incurred, by the landlord in connection with proceedings of a kind mentioned in the table, and

(b) “the relevant court or tribunal” means the court or tribunal mentioned in the table in relation to those proceedings.

Proceedings to which costs relate	“The relevant court or tribunal”
Court proceedings	The court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, the county court

First-tier Tribunal proceedings Upper Tribunal proceedings	The First-tier Tribunal The Upper Tribunal
Arbitration proceedings	The arbitral tribunal or, if the application is made after the proceedings are concluded, the county court.”

Appeals

1. A person wishing to appeal this decision to the Upper Chamber must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision. Where possible you should send your further application for permission to appeal by email to **rpsouthern@justice.gov.uk** as this will enable the First-tier Tribunal to deal with it more efficiently.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.