



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

Case reference : LON/00AG/LSC/2025/0923

Property : Ground Floor and Basement, 104
Cleveland Street, London W1T 6NU

Applicant : Cello Trading (UK) Limited

Representative : Mr Robert Wilson

Respondent : 102/104 Cleveland Street Limited

Representative : Mr Thomas Dawson (counsel)

Type of application : An application under section 27A
Landlord and Tenant Act 1985

Tribunal : Judge J Stewart and Mr P Morris FRICS

**Date of Decision
and Directions** : 3 June 2026

DECISION AND DIRECTIONS

The parties may agree between themselves any reasonable change to the dates in these Directions EXCEPT for the date of sending the bundles and the hearing date/s.

Full hearing:

At a **face to face** hearing at 10 Alfred Place, London WC1E 7LR, starting at **10:00 am** on **20 November 2026** as a one day hearing

Inspection:

The tribunal does not currently consider an inspection of the property is required. However, one will be arranged by the tribunal at the hearing if it considers it necessary.

Communicating with the Tribunal

- Unless directed otherwise, all communications to the tribunal, including the filing of documents and bundles, should be by **email ONLY**, attaching a letter in Word format. Emails must be sent to London.RAP@justice.gov.uk and all communications must be copied to the other party or parties at the same time. The attachment size limit is 36MB. Larger files should be uploaded to a secure file sharing website and a web link provided.
- If a party does not have email, access to the Internet and/or cannot prepare digital documents, they should contact the case officer about alternative arrangements.
- Documents prepared for the tribunal should be easy to read. If possible, they should be typed and use a font-size of not less than 12.

Background

- (1) The applicant is a long leaseholder of ground floor and basement premises at 104 Cleveland Street, London W1T 6NU (“the Property”). The background to this matter is set out in Further Directions provided by J Donegan on 29 January 2026 (“the Further Directions”) but will be repeated here for ease of reference.
- (2) 104 Cleveland Street was formerly a commercial unit but has been in residential use since March 2013 and is now held under a lease dated 18 February 2011 for a term of 999 years from that date (“the Lease”). The Lease is for both 102 and 104 Cleveland Street, but only 104 Cleveland Street is the subject of this application. The respondent is the freehold owner of 102 and 104 Cleveland Street (“the Building”), which comprises the Property, ten additional flats, each let on leases of similar terms (“the Occupational Leases”) and a ground floor and basement commercial unit at 102 Cleveland Street. The shareholders in the respondent company are all leaseholders in the Building.
- (3) The applicant is represented by an agent, Mr Robert Wilson, who resides at the Property and was formerly a director of previous managing agents of the Building, HB Surveyors & Valuers Limited (“HBS”). The current managing agents for the Building are Hurford Salvi Carr Property Management Limited (“HSC”).
- (4) The applicant seeks a determination under section 27A of the Landlord and Tenant Act 1985 as to whether service charges are payable for the Property.

- (5) The Tribunal received the application on 14 July 2025 and issued directions on 30 July 2025. Amended directions were issued on 13 November 2025 and the case was subsequently listed for a final hearing on 26 January 2026. Following an application from the applicant on 24 November 2025 to bar the respondent, and an objection and case management order from the respondent on 18 December 2025, the final hearing was converted by Judge Purcell on 6 January 2026 to a case management hearing. This took place on 26 January 2026.
- (6) In the Further Directions which ensued, Judge Donegan set out the issues to be decided at a preliminary hearing on 13 May 2026. These are:
- a. In relation to the Insurance Rent for 2021-25, has the respondent demanded “*a fair proportion*” of the cost of insuring the Building and the cost of the public liability insurance for the Building?
 - b. In relation to the other service charges for 2021-2025, has the respondent demanded “*a fair and reasonable proportion*” of the costs listed at clause 3.2 of the lease?
 - c. To which service charge categories in the accounts for 2021-2024 and the budget for 2025 is the applicant liable to contribute under clause 3.2 of the lease?

THE PRELIMINARY HEARING

- (7) The preliminary hearing took place on 13 May 2026. Mr Wilson appeared for the applicant and Mr Dawson (counsel) appeared for the respondent. As in the CMH, Mr Dawson was accompanied by Mr Jim Thornton of HSC, as well as Mr Guy Convent and Mr James Thomson and Mr J Patel of the respondent company. The tribunal is grateful to both Mr Wilson and Mr Dawson for the skeleton arguments they provided ahead of the hearing, and for their assistance to the tribunal during the hearing.
- (8) References in square brackets in this Decision and Directions are to the page of the bundle provided by the applicants unless preceded by a “AS” in which case they refer to the paragraph in the Applicant’s skeleton argument or with a “RS” in which case they refer to the Respondent’s skeleton argument.

THE LEASE

Property Description

The Property is described in the Particulars of the Lease as follows:

“Ground and Basement Premises known as 102 and 104 Cleveland Street London W1 as shown edged red on the Plans and includes the items listed in Paragraph 1 of the First Schedule but excludes the items listed in paragraph 2 of the First Schedule.”

The First Schedule states that the Property includes:

1.1 *The inner half of the walls bounding the Property and the plastered covering and plaster work of the ceilings of the property and the surfaces of the floors of the Property and*

1.2 *all walls and partitions within the Property which do not form part of the structure of the Building or are load bearing and the internal faces of all structural or load bearing walls or columns within the Property*

1.3 *all doors and door frames and the internal and external window frames and the glass fitted in such window frames*

1.4 *all Conduits which are laid or placed in under or on any part of the Building and serve exclusively the Property*

1.5 *the shop window and fascia of the Property*

1.6 *all additions alterations and improvements to the Property and to any Fixtures and Fittings made at any time during the Term*

1.7 *all landlord's fixtures and fittings and all other fixtures of every kind in or upon the Property.*

Insurance Rent

The Insurance Rent is also described in the Particulars as being (with emphasis in bold by the Tribunal):

“the aggregate in each year of:

*(a) **a fair proportion** of the cost of the premium for insurance of the Building for its full reinstatement cost (taking inflation of building costs into account...); and*

*(b) **a fair proportion** of the cost of the premium of public liability insurance in relation to the Landlord's interest in the Building; and*

(c) insurance premium tax payable on the above.

Clause 3.2: Tenant's Obligations

The main clause relating to the service charge is clause 3.2 which states:

“The Tenant undertakes with the Landlord at all times throughout the term:

*“To pay to the Landlord within fourteen days of demand **a fair and reasonable proportion** of the reasonable and proper costs incurred or properly estimated by the Landlord to be incurred by the Landlord in keeping the structure and exterior of the Building the Conduits belonging to the Landlord at it (other than any parts of the Building or*

Conduits that are part of the Property or have been let to another tenant) in good repair and condition and in redecorating the exterior of the Building as often as is reasonably necessary Provided That the tenant shall not be required to make any payment under this clause in respect of any work carried out by the Landlord by reason of damage caused by an Insured Risk. In respect of any estimated sum paid under this clause the Landlord shall as soon as possible advise the Tenant of the actual amount payable and shall refund forthwith any overpayment. “

Clause 4.5: Repair the Building

“Subject to the Tenant contributing a fair and reasonable proportion of the costs as referred to in clause 3.2 above, the Landlord shall keep the structural and exterior parts of the Building including the roof foundations and structural walls (other than any parts of the Building that are part of the Property) and those Conduits over which the Tenant is granted rights by this Lease and the Common Parts in good repair and condition and decorative order”

Clause 5.5: Landlord’s Employees

“In carrying out its obligations under this Lease and in connection with the matters referred to [sic] clause 4.5 the Landlord may employ such caretakers gardeners other staff contractors agents consultants and advisers as the Landlord reasonably considers necessary”

The Law

1. The role of the Tribunal in making decisions under section 27A of the 1985 Act is set out in *Bradley & Anor v Abacus Land 4 Ltd* [2025] EWCA Civ 1308 (“*Bradley*”) at paragraph 79 where Nugee LJ states that in a case like this (ie under section 27A rather than section 19 of the 1985 Act):

“the role of the FTT is limited to deciding whether a landlord has acted in breach of contract; that a landlord will only have acted in breach of contract if the decision it has made was not one open to it in the circumstances; and that where the lease requires the landlord to act reasonably or exercise a reasonable discretion, that will only be so if the decision is one that no reasonable landlord could have reached.”

2. Both parties have also made reference to the Supreme Court decision in *Arnold v Britton* [2015] UKSC 36; [2015] AC 1619 (“*Arnold*”) in which Lord Neuberger stated:

When interpreting a written contract, the court is concerned to identify the intention of the parties by reference to “what a reasonable person having all the background knowledge which would have been available to the parties would have understood them to be using the language of the contract to mean” focussing on the meaning of the relevant words in the documentary, factual and commercial context [para 15].

Issue 1

“In relation to the Insurance Rent for 2021-2025, has the respondent demanded “a fair proportion” of the cost of insuring the Building and the cost of the public liability insurance for the Building?”

3. Despite providing opportunities in the Further Directions for each party to appoint a surveyor, those surveyors to meet, to produce a joint statement of issues and set out their points of agreement and disagreement, this was not done. Neither did either surveyor attend the preliminary hearing, as required in direction 7, to give oral evidence in support of their reports.
4. Both parties did, however, submit evidence of the calculations made by the surveyors appointed by the parties in calculating the floor space of the Property.

Applicant's Case

5. The applicant's case was that a fair and reasonable proportion of the Respondent's costs of maintaining the structure and exterior (excluding the roofs) and a fair proportion of effecting building insurance should be 12.44% [294]. They arrived at this through a series of calculations [295] which they claim are agreed by Mr Thornton who acts for HSC and that that agreement is confirmed in an email dated 7 April 2026 [180].

Respondent's Case

6. The respondent's case is that the applicant's service charge calculations are not agreed. Mr Dawson referred to the Supreme Court case of *Aviva Investors Ground Rent GP Ltd v Williams* [2023] UKSC 6 which states that the tribunal's role is to consider the statutory and contractual legitimacy of a decision by the landlord and should not seek to make the discretionary management decision itself (para 19) as followed by the Court of Appeal in *Bradley*.
7. In his skeleton argument, Mr Dawson confirmed that the parties agreed that the service charge proportion should be based on the floor area of the Property relative to the floor areas of the other flats and the commercial unit in 102 Cleveland Street.
8. The respondents engaged a professional surveying company, CAD Surveys Ltd, to conduct measurements using a Leica RTC360 Laser Scanner to produce a Point Cloud measured survey [251]. The measurement adopted by the respondents is that of the Gross Internal Area of the Property as set out in the RICS Code of Measuring Practice (“the RICS Code”). In the hearing, Mr Dawson confirmed that the same measurement has been used for all flats in the building held under the Occupational Leases. In accordance with the RICS Code, areas in flats which are under 1.5 metres in height have not been included in the apportionments.

The tribunal's decision

9. The respondent has demanded a fair proportion of the Insurance Rent for 2021-2025.

Reasons for the tribunal's decision

10. It is an agreed fact between the parties that the service charge proportion for the Property should be based on the floor area of the Property relative to the floor areas of the other flats and the commercial unit in 102 Cleveland Street.
11. The parties have failed to agree what floor area should be apportioned to the 104 Cleveland Street, with Mr Wilson stating that the area (for the purposes of the Insurance Rent) should be 12.44% and the respondent saying it should be 14.57%. The question for the tribunal, following the decisions in *Aviva* and *Bradley* is not therefore “What is the correct calculation for the service charge?” but, instead, “Did the respondent landlord reach a decision on the Insurance Rent apportionment reasonably, or was that decision one that no reasonable landlord could achieve?”
12. The definition of Insurance Rent in the lease requires the landlord to decide what is a fair proportion. The tribunal can only interfere with that decision where it is one that no reasonable landlord could have reached. That is not the case here, as the tribunal is persuaded that using the RICS Code meets the criteria of being a method that a landlord might use when acting reasonably.

Issue 2

In relation to the other service charges for 2021-2025, has the respondent demanded “*a fair and reasonable proportion*” of the costs listed at clause 3.2 of the lease?

Applicant's Case

13. The Applicant advanced the same arguments in relation to whether the service charge demanded was a fair and reasonable proportion as for the Insurance Rent, with the addition of the claim that the demise of the Property includes the forecourt fronting the Property [126] and that, under clause 3.8.1 of the Lease [104] the applicant is responsible for keeping the structure of the forecourt in good repair and condition. They go on to extrapolate that, given it is the forecourt rather than the roof of the Building, which protects the basement lying underneath, the apportionment for roof repairs attributable to the surface area of the Property should be reduced by the area of the basement underneath the forecourt. As the parties agree that the area under the forecourt is 6.5m², a fair and reasonable proportion of the respondent's costs for repair and maintenance of the main roofs is reduced to 11.46%.

Respondent's Case

14. The respondent's position is that the same arguments apply for the Insurance Rent and the service charge rent. Whether the basement extends underneath the forecourt does not affect the apportionment for service charge under the lease, and the applicant cannot pick and choose which parts of the building the service charge relates to.

The tribunal's decision

15. The tribunal determines that the respondent has demanded "*a fair and reasonable proportion*" of the costs listed at clause 3.2 of the lease.

Reasons for the tribunal's decision

16. The same calculation was made by the landlord to determine what would be a fair and reasonable proportion of the service charges as was made to determine the fair proportion of the Insurance Rent. The tribunal is persuaded that the landlord used a reasonable method of calculation according to the RICS Code of Measuring Practice and that, therefore, this decision was reached reasonably.

Issue 3

To which service charge categories in the accounts for 2021-24 and the budget for 2025 is the applicant liable to contribute under clause 3.2 of the lease?

General position under the lease

Applicant's Case

17. The Applicant's case is summed up in paragraph 17 of his skeleton argument which states that whilst the Respondent's accounts for 2021-2024 and the budget for 2025 contain a total of 23 different categories, clause 3.2 of the Lease limits the Applicant's liability to those of keeping the structure, exterior and conduits of the building in good repair and condition, as well as external redecoration. There is therefore no obligation on the Applicant to contribute towards the maintenance of the Common Parts of the Building, as the wording of clause 3.2 does not include the Common Parts as defined in clause 1.4 of the Lease.
18. The terms of the Lease are materially different from the terms of the Occupational Leases [301] and the cost recovery provisions are much more restrictive. Although executed within days of the last Occupational Lease, the Lease, despite being drafted by the same Solicitor and executed by the same directors, contains provisions for cost recovery that were consciously and deliberately different and much more restrictive than those provided by the Occupational Leases [303].
19. Clause 4.5 does not contain any obligation on the tenant to contribute to the Common Parts. The obligation in clause 4.5 is on the landlord to maintain the Common Parts, provided that the Tenant contributes a fair and reasonable proportion of the costs referred to in clause 3.2. Those costs do not include the maintenance of the Common Parts. The

Occupational Leases, on the other hand, have very full service charge provisions which allow the Landlord to recover the costs of the maintenance of the Common Parts from the leaseholders of those Occupational Leases.

20. Mr Wilson made the point in the hearing that, at the time of granting the Lease, the Landlord would have had in mind that the tenant under the Lease had its own entrance and exit and therefore it was a deliberate decision not to include recovery of the costs of maintaining the Common Parts in the Lease.

Respondent's Case

21. Mr Dawson argued on behalf of the Respondent that the lease supports a straightforward construction that the Tenant is required to contribute toward the costs incurred by the Landlord in maintaining and repairing the Common Parts. He argued that clause 3.2 contains an express tenant covenant to contribute toward the Landlord's costs by requiring payment of a "fair and reasonable" proportion of costs incurred by the Landlord in maintaining those retained parts of the Building which do not form part of the demised premises [RS57].
22. Mr Dawson's reasoning is that the clause expressly excluded from the tenant's liability only those "*parts of the Building or Conduits that are part of the property or have been let to another tenant*". By implication, he says, retained areas which are neither demised to the tenant nor exclusively let to another tenant remain within the scope of the clause, which precisely fits the definition of the Common Parts at clause 1.4 of the Lease [98]. [RS58]
23. Clause 4.5 then identifies the obligations of the Landlord in return for the tenant's contribution under clause 3.2. The express reference to "Common Parts" in clause 4.5 is critical. The landlord's repairing covenant extends not only to the structure and exterior but also specifically to the Common Parts. That covenant is expressly stated to be "subject to" the tenant contributing a fair and reasonable proportion of the costs under clause 3.2 and therefore clauses 3.2 and 4.5 operate together as a single contractual scheme whereby the landlord undertakes responsibility for maintaining and repairing the Common Parts; and the tenant agrees to contribute a fair and reasonable proportion of the resulting expenditure. [RS59-60]
24. The Respondent's case that the tenant must pay for the common parts is strengthened by the fact that Paragraph 8 of the Second Schedule of the Lease gives the tenant express rights to use the common parts as well as the right to keep service meters in the common parts with rights of access for repair and maintenance. [120]
25. Mr Dawson claims that it would be commercially incoherent for the tenant not to have to contribute towards the common parts. He states that "*The lease cannot sensibly be construed as obliging the Landlord to maintain the Common Parts for the Tenant's benefit while depriving*

the Landlord of any mechanism for recovering a proportionate contribution towards those costs. Clause 3.2 is the machinery by which that contribution is achieved.” [RS66]

26. Fire safety elements should be included in the definition of Common Parts [98] and include fire escapes, fire safety equipment, the costs for which would be included in clause 4.5.

The tribunal’s decision

27. The tenant is liable to contribute to service charge categories which relate to the landlord’s obligation to keep in good repair:
 - a) the structure and exterior of the Building (so far as it is not part of the Property or has been let to another tenant)
 - b) the Conduits belonging to the landlord (so far as they are not part of the Property or in the properties of the other tenants in the Building).
28. The tenant is also liable to contribute towards the external redecoration of the Building.

Reasons for the tribunal’s decision

29. The tribunal is persuaded by the Applicant that on a strict reading of the lease in accordance with the decision in *Arnold* there is no obligation for the tenant to contribute anything in relation to the common parts. The argument by the respondent that clause 4.5 implies that the tenant should contribute is not convincing. Clause 4.5 has two parts to it – an action by the tenant and a consequential action by the landlord. The action by the tenant is to pay a fair and reasonable proportion of the costs referred to in clause 3.2. Those costs do not include the common parts. The action by the landlord is to fulfil its obligations under clause 4.5. Whilst the landlord only has to fulfil its obligation if the tenant pays the costs referred to in clause 3.2, the Lease does not say that the tenant is paying for the costs incurred by the landlord under its obligations in clause 4.5. The person who drafted the Lease set out specific costs to be paid by the tenant in clause 3.2 and specific obligations to be fulfilled by the landlord once the tenant has paid their costs, but the costs do not directly fund the obligations.
30. The respondent also argued that the words in brackets in 3.2 “*(other than any parts of the Building or Conduits that are part of the Property or have been let to another tenant)*” mean that the tenant is responsible for all costs incurred in relation to the whole of the Building, save for those elements of the Building which are in the tenant’s flat or in other flats in that Building which would therefore include the Common Parts. However, the tribunal is not persuaded by that argument. The words in brackets indicate items which are exceptions to the main costs incurred by the Landlord “*in keeping the structure and exterior of the Building...in good repair and condition*”. Removing the reference to

Conduits, the clause then reads that the tenant should pay a fair and reasonable proportion of the reasonable and proper “*costs incurred...by the Landlord in keeping the structure and exterior of the Building... (other than any parts of the Building...that are part of the Property or have been let to another tenant) in good repair and condition*”.

31. The exception relates to the structure and exterior of the Building, so the tenant only pays the costs incurred by the landlord in keeping in good repair the structure and exterior of the Building belonging to the landlord, but not those parts of the Building which fall within the Property or have been let to another tenant. Those costs could include fire safety elements, so far as they would fall within clause 3.2.
32. The Respondent has said that it would be commercially incoherent for the tenant not to have to contribute towards the common parts. However, the tribunal does not find this convincing. As the Applicant states, the Lease was drafted after the Occupational Leases had been drafted. The Occupational Leases contain an express requirement for the Occupational Lessees to contribute to the upkeep of the Common Parts [135]. The Property has its own entrance and the Lease requires the tenant of the Property to maintain the exterior of the Property itself. The Lease is clearly on distinct terms and, following the guidance in *Arnold*, the tribunal considers that the parties must have been specifically focussing on whether or not the common parts were included when agreeing the wording of the Lease.

Accountancy Fees, Management Fees, Administration Fees, Bank and Postal Charges, Legal and Professional Fees

Applicant's Case

33. The Applicant's case is that clause 3.2 does not require them to contribute towards the costs of any professional fees or charges save as in connection with the liability of the tenant under clause 3.2 to contribute to costs relating to the landlord's obligation to repair the structure, exterior, conduits and for external redecoration.

Respondent's case

34. The Respondent's Statement of Case stated that because ‘*Costs included within the Accounts when the Applicant's Representative (ie Mr Wilson) was managing the building included Accountancy & Audit fee, an Administration fee, Bank and Postal Charges, and the Management Fee, they are now recoverable from the Applicant.*’ When asked in the hearing whether the Respondent still wished to argue the case of estoppel by convention, Mr Dawson stated that he did not.
35. Mr Dawson stated instead that the Lease, at clause 5.5 [114], allows the landlord to employ agents, consultants and advisers as the Landlord reasonably considers necessary. The costs relating to those agents and consultants in relation to obligations under clause 4.5 [113] are recoverable under clause 3.2.

The tribunal's decision

36. The tribunal agrees with the Applicant that they are only liable to pay towards professional fees and charges which are associated with the landlord's costs of keeping in good repair the structure and exterior of the Building (so far as it is not part of the Property or has been let to another tenant), the Conduits belonging to the Landlord (so far as they are not part of the Property or in the properties of other tenants in the Building, and towards the external redecoration of the Building.

Reasons for the tribunal's decision

37. The tribunal is persuaded by the Applicant's argument. Clause 5.5 clearly allows the Landlord to employ staff to help it carry out its obligations under the Lease. However the tenant's obligations to pay towards the costs of those staff should be read within the limitations of clause 3.2.

Reserve Fund

Applicant's Case

38. The Applicant argued in the hearing that the Lease was silent on whether a reserve fund was provided for. He agreed with Mr Dawson that clause 3.2 contemplates the Landlord being able to demand for properly estimated costs to be incurred, and then refund any overpayment when the actual amount payable is known. However this is different from a reserve fund built up over several years.

Respondent's Case

39. The wording of clause 3.2 allows the collection of costs which are estimated to be incurred. Mr Dawson claimed that that meant there was an anticipation of future works such as roof repairs for which a reserve fund could be charged.

The tribunal's decision and reasons

The tribunal's jurisdiction in deciding whether funds can be charged into a reserve fund is limited to whether the service charge provisions in the Lease allow for collection of a reserve fund through the service charge. The Lease makes no such provision and therefore the tenant is not liable to contribute to a service charge due to be paid into a reserve fund.

Mediation

40. This case may be suitable for mediation. Agreements to mediate can be obtained from the case officer. If both parties email signed agreements by **30 June 2026** giving any dates to avoid in the following three weeks, the tribunal will try to offer mediation at a time and date to be notified. **However, even if the parties agree to mediate, the following directions must still be complied with.**

DIRECTIONS

41. These directions have been drafted following determination of the preliminary issue. The Applicant has set out in Table 3 to the Statement of Case [307] a schedule containing a list of items for each year in contention and whether or not the Applicant considers they are payable under the Lease or reasonable (“the Schedule”). These directions anticipate using the Schedule as the basis for disclosure.
42. This case is to be determined at a hearing and details of that hearing are provided below.

Preparation for the hearing by both parties

Disclosure

The tenant’s case

43. By **29 June 2026** the tenant shall send to the landlord by **email**:
- **the schedule**, containing any revisions following this determination and in the form attached to these Directions.
 - **copies** of any **alternative quotes** relied upon.
 - **all documents** (including any colour photographs) upon which the tenant intends to rely.
 - any signed **witness statements** of fact upon which the tenant relies.

The landlord’s case

44. By **17 August 2026** the landlord shall send to the tenant by **email**:
- the tenant’s **schedule**, having completed the column for the landlord’s comments with the landlord’s responses to the issues raised by the tenant in relation to the disputed service charge items.
 - **copies** of all relevant **invoices** relating to the matters disputed by the tenant in the schedule.
 - **all documents** (including any colour photographs) upon which the landlord intends to rely.
 - any signed **witness statements** of fact upon which the landlord relies.

The tenant’s reply

45. By **14 September 2026** the tenant may send a brief supplementary reply to the landlord by email .

Evidence from abroad: any party or witness

46. If you or your witness intends to give oral evidence at the hearing from somewhere outside of the United Kingdom, you must request from your case officer the *Guidance Note for Parties: Evidence from Abroad* **as soon as possible**. The processes laid out in that Guidance Note are those that you must follow. The Tribunal cannot offer any other assistance with the process, which is the responsibility of the person wishing to give evidence from abroad to follow. Failure to follow the process outlined in the Guidance is likely to result in you or your witness being unable to give oral evidence from abroad.

Experts

47. If any party wishes to rely on expert evidence, they must apply to the tribunal for permission to do so.

Documents for the hearing/ determination

48. The **applicant** must seek to agree the contents of a revised hearing bundle with the other parties, and must then prepare a digital, indexed and paginated hearing bundle, in Adobe PDF format, which must be emailed to all other parties, and to the tribunal, at London.Rap@justice.gov.uk by **26 October 2026**. The subject line of the email must read: “BUNDLE FOR HEARING” followed by the case reference and the address of the Property.
49. The bundle must be a single PDF document. If the bundle is too large to email, use can be made of a secure file sharing website. Only documents previously exchanged by the parties should be included in the hearing bundle. If there is a dispute between the parties regarding the contents of the hearing bundle, a prompt application must be made to the tribunal, by the party wishing to rely upon those documents, seeking the tribunal’s permission to do so. Any such application must be made using form Order 1 and must be accompanied by copies of the documents in question
50. Only those documents sent in bundles are likely to be before the tribunal at the full hearing and parties should not send documents “piecemeal” to the case officer.
51. The bundle shall contain copies of:
- the application with documents enclosed
 - these directions and any subsequent directions
 - the completed schedule of items in dispute
 - applicant’s statement(s)
 - any statement(s) in reply

- all relevant invoices in relation to the disputed costs
 - all relevant accounts
 - any other documents on which either party wishes to rely (including, where relevant, any good quality, colour photographs)
 - any signed witness statements
 - any expert reports (if permission has been given by the tribunal)
 - the lease or specimen lease and a schedule of any relevant variations in other leases, whether by deed or in the original lease
 - a copy of any written quotation/ alternative estimate
52. It is essential that the parties include any relevant correspondence to the tribunal within their digital bundle.
53. Any application in respect of reimbursement of fees will be dealt with at the hearing and the parties may wish to make written representations on this and on any section 20C application [and/or paragraph 5A application] made in their statements, or make oral representations at the end of the hearing.

Determination

54. The parties may, if they wish (but are not obliged to) provide the tribunal and the other parties with a concise written summary of their case (referred to as a “skeleton argument”) **three days** before the date of the listed hearing.
55. The hearing is estimated to last for **one day**. The hearing should end in time for the tribunal to deliberate on its decision. If any party considers this is an unrealistic estimate, they should write to the tribunal (and send a copy to the other party, explaining why, no later than two weeks prior to the hearing date).
56. A party who is intending to rely upon oral witness evidence at the hearing must provide the witness with a copy of the hearing bundle for use at the hearing.
57. Parties may wish to print out a copy of the digital hearing bundle(s) for use at the hearing. The tribunal will be using the digital hearing bundles provided, unless it directs otherwise.
58. Any party may request, from another party, a physical paper copy of a hearing bundle relied upon by that party (this must be provided, free of charge, within seven days of the request).

Applications

59. Applications for further directions, interim orders, variations of existing directions, or a postponement of the final hearing/determination must be made using form Order 1¹.

Non-Compliance with Directions

60. If the **applicant** fails to comply with these directions the tribunal may **strike out** all or part of their case pursuant to rule 9(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“the 2013 Rules”).
61. If the **respondent** fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules.

Name: Judge Stewart

Date: 3 June 2026

[Schedule attached]

¹ Form Order 1 is available at <https://www.gov.uk/government/publications/ask-the-first-tier-tribunal-property-chamber-for-case-management-or-other-interim-orders>

SCHEDULE

DISPUTED SERVICE CHARGES S/C YEAR ENDED [insert date]

Case Reference:	Premises:
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ITEM	COST	TENANT'S COMMENTS	LANDLORD'S COMMENTS	LEAVE BLANK (FOR THE TRIBUNAL)