



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

Case reference	: HAV/45UG/LSC/2025/0769
Property	: 6 Hassocks Lodge, Keymer Road, Hassocks, BN6 8AT
Applicant	: Hassocks Lodge Residents Association Limited
Representative	: None
Respondent	: Chad Taylor
Representative	: None
Type of Application	: Determination of liability to pay an administration charge – Schedule 11 Commonhold and Leasehold Reform Act 2002
Tribunal Members	: Mr M Williams FRICS Ms T Wong Mr P Smith FRICS
Date of Decisions	: 28 July 2026

DECISION

Summary of Decision

- (1) **The Tribunal determined the sums that the Respondent is liable to pay in respect of the items detailed below are as follows:**

1 April 2024 to 31 March 2025

	<u>Amount claimed</u>	<u>Amount determined</u>
Legal fees	£401.40	£0
Administration charge	£36.00	£0
Interest	£8.34	£0

1 April 2025 to 31 March 2026

	<u>Amount claimed</u>	<u>Amount determined</u>
Legal fee	£114	£0
Issue fee		
HAV/45UG/LBC/2025/0620		
Legal fee	£114	£0
Issue fee		
HAV/45UGLSC/2025/0769/ST		

Introduction

1. The Applicant seeks a determination pursuant to Schedule 11 to the Commonhold and Leasehold Reform Act 2002 (“CLRA 2002”) as to the liability to pay and the amount of administration charges payable by the Respondent in respect of the service charge years 2024-2025 and 2025-2026.
2. The Tribunal had the benefit of a 115-page PDF Bundle. PDF page references to the bundle are [XX].

The Background

3. The subject property is known as 6 Hassocks Lodge, Keymer Road, Hassocks BN6 8AT (“the Property”). It is 2 bedroom, first floor flat in block of 11 flats, on estate of 3 blocks with 20 flats in total, which are approximately 50 years old.
4. The Applicant made an application for determination of liability to pay and reasonableness of what were described as service charges, but are actually administration charges, for the years 2024 and 2025, namely:

2024 –	Legal fees £401.40 Managing agent’s admin fee £36.00 Interest on unpaid service charges £8.34 Total £445.74
2025 –	Carried forward from 2024 £445.74 Legal fee £114 Legal fee £114 Total £673.74
5. The application was received on 12 September 2025.
6. Directions were issued on 11 February 2026 [23 - 27] with a case management and dispute resolution hearing (CMDR) taking place on 10 March 2026.
7. On the 6 March 2026 the respondent made a case management application (CMA), seeking to postpone the CMDR, this application was refused.
8. The Respondent notified the Tribunal by email of 9 March 2026 that he would not be attendance at the CMDR.
9. Directions, dated 10 March 2026, following that CMDR were subsequently issued [31 - 36].
10. The Applicant made a further CMA on 27 April 2026, seeking to debar the Respondent from further participation in the case, following his breaches of the previous directions.
11. Following that application it was directed that the Respondent’s email of the 21 April 2026 would stand as his case
12. In the directions dated 10 March 2026, the Tribunal indicated that the application was likely to be suitable for determination on the papers alone without an oral hearing and therefore would be so determined in accordance with Rule 31 of the Tribunal Procedure Rules 2013 unless a party objected in writing to the Tribunal within 28 days of the date of receipt of the Directions (see paragraphs 14 and 15 of those Directions).
13. Further to the Directions of 10 March 2026, no party has objected to the matter being determined on the papers alone and no party has requested an

oral hearing. On 15 May 2026 the Applicant submitted the bundle as directed. The bundle is 115 pages and in the required PDF format.

14. The Tribunal has carefully reviewed the hearing bundle, which is properly paginated and indexed and the issues in dispute in which are as set out in the initial application. The Tribunal therefore determined that it was proportionate to determine the matter based on the papers provided.
15. Neither party requested an inspection, the Tribunal considering that one was not necessary informed the parties in the directions of 10 March 2026 that it was not proposing to have an inspection and allowed until the date of submission of the bundle for a CMA to be made if either party disagreed, no such application was forthcoming.

The Lease

16. The bundle contained the Lease of Flat 6 and Car Parking Space 6, Hassocks Lodge, Keymer Road, Clayton [40 - 69]. It is dated 16 February 2006 and grants a term of 999 years. A rent is reserved on a peppercorn basis.
17. The Applicant, in their application, draws the Tribunal's attention to the following parts of the lease:
 - Paragraph four of the Seventh Schedule.
 - Paragraphs one to four of Part one of the Eighth Schedule.
18. Paragraph four of the Seventh Schedule [58] sets out the following:

‘4. The Tenant shall pay to the Landlord the Tenant's Proportion in the following manner:-

4.1 in advance of the Twenty-fifth day of March and the Twenty-ninth day of September (or such other dates as may be notified at the absolute discretion of the Landlord) in every year throughout the Term one half of the Tenant's Proportion of the amount estimated from time to time by the Landlord or its managing agents as the Service charge for the year;’
19. Paragraphs one to four of Part one of the Eighth Schedule [59] sets out the following:

‘The Tenant Covenants with the Landlord as follows:-

 1. To pay to the Landlord or its authorised agent the Rent reserved by this Lease on the days and in the manner set out herein.
 2. To pay to the Landlord or its authorised agent the Tenant's Proportion of the Service charge at the times and in the manner set out in this Lease.
 3. To pay interest at the rate of four per centum (4%) above Barclays Bank PLC Base Rate from time to time on all sums payable by way of the rents reserved under the terms of this Lease which may be in arrear from the date 7 days after such payments shall be due until the date of actual payment.

4. To pay all costs charges and expenses (including legal costs and fees payable to a Surveyor) incurred by the Landlord in or in contemplation of any proceedings or service of any notice under Section 146 and 147 of the Law of Property Act 1925 including the reasonable costs charges and expenses of and incidental to the inspection of the Demised Premises the drawing up of schedules of dilapidations and notices and any inspection to ascertain whether any notice has been complied with and such costs charges and expenses shall be paid whether or not forfeiture for any breach shall be avoided otherwise than by relief granted by the Court.'

The Law

20. The relevant statutory provisions are set out in the Appendix below.

Administration Charges

21. By paragraph 1 of schedule 11 to the Commonhold and Leasehold Reform Act 2002, the circumstances in which a leaseholder may be liable to pay an administration charge include where the tenant has failed to make a payment by the date it falls due, and in connection with a breach or alleged breach of the lease.
22. By paragraph 2 of schedule 11, a leaseholder is only liable to pay an administration charge to the extent it is reasonable. And by paragraph 4(1) of schedule 11, the prescribed information contained in The Administration Charges (Summary of Rights and Obligations) (England) Regulations 2007 (The Administration Charges Regulations) must accompany a demand for an administration charge.
23. Finally, paragraph 5 of schedule 11, empowers the Tribunal to determine, amongst other things, the amount payable as an administration charge.

Reimbursement of fees

24. The Rule 13 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 allow the Tribunal to make an order that one party repays another party the cost of the Tribunal fees in bringing the proceedings.

The Issues

25. Having read the bundle, the submissions from the parties and having considered all the documents provided (including the lease in its entirety), the Tribunal has made the determinations set out below.

2024/25

The Tribunal's decisions

26. The Tribunal determines the following to be payable.

	<u>Amount claimed</u>	<u>Amount determined</u>
Legal fees	£401.40	£0
Administration charge	£36.00	£0
Interest	£8.34	£0

Reasons for the Tribunal's decisions

Burden of proof

27. The Applicant, Hassocks Lodge Residents Association Limited, who brings this claim has the burden of proving it. It is therefore for them to demonstrate the administration charges are properly chargeable by them and payable by the leaseholder.
28. In order to do this they must first demonstrate there are provisions in the lease (or statute) that allow such administration charges to be recovered from the leaseholder.
29. They must comply with their statutory obligations, firstly ensuring that any demand for an administration charge is accompanied by the prescribed notice and that the charges sought are reasonable in amount.
30. All of the above are for the Applicant in this case to evidence.

The Law

31. Paragraph 4(1) Schedule 11 of CLRA 2002 states:

‘4(1)A demand for the payment of an administration charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to administration charges.’

32. The words ‘accompanied by’ makes it clear that the summary of rights (the text for which is set out in the prescribed information in paragraph 2 in the Administration Charges Regulations) must be sent at the same time, with the demand for payment of an administration charge.

33. It therefore cannot be that prescribed information can be sent preceding the demands for payment.
34. The only evidence of service of the prescribed information before the Tribunal, was the one sent by Carnabys on 2 May 2026 [84], this was when Carnabys initially intimated to the Respondent that they may start to charge administration fees, however the demands for administration charges come after this.
35. The solicitors, Bennett Oakley, initially demanded their fees (what is now in total the legal fees in the sum of £401.40) and interest, on 19 June 2024 [85] and again on 3 July 2024 [86] neither of these demands contain the prescribed information.
36. There is no evidence before the Tribunal that the administration charge levied by the managing agent was formally demanded, it follows that the requirement to evidence service of the prescribed information cannot be satisfied given that there is no evidence of the demand having been served.
37. Parliament's intentions were clear, a demand for payment (of an administration charge) must be 'accompanied by the prescribed information, as such the Applicant cannot rely on the notice provided by Carnabys which preceded the demand.
38. The Tribunal is limited to evidence before it, the Applicant does not evidence that the demands for payment were accompanied by the required prescribed information.
39. The Tribunal finds that on the balance of probability the prescribed information did not accompany the demands for payment.
40. Therefore, based on the evidence before the Tribunal the sums are not payable.

2025/26

Legal Fees

41. The amount relates to the Tribunal issue fees, rather than legal fees in the traditional sense, relating to this matter along with a separate application made, being case reference HAV/45UG/LBC/2025/0620/EMG.

The Tribunal's decisions

42. The Tribunal determines that the following amount are payable:

	<u>Amount claimed</u>	<u>Amount determined</u>
Legal fee	£114	£0

Issue fee HAV/45UG/LBC/2025/0620		
Legal fee Issue fee HAV/45UG/LSC/2025/0769/ST	£114	£0

Reasons for the Tribunal's decisions

Administration Charge

43. The Applicant has sought to recover these fees as administration charges, rather than for example under Rule 13, which is dealt with later in this decision.
44. The Applicant has not provided in the bundle a copy of the demands to the Respondent for either of the £114 fees.
45. The Applicant has therefore failed to evidence the fees were properly demanded, with the accompanying prescribed information.
46. On the evidence before it the Tribunal finds that the demands were not properly served with the accompanying prescribed information and therefore finds that the fees are not properly payable.

Application under Rule 13

47. Rule 13 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 allows the Applicant or Respondent to make an application to the Tribunal for an order that the other party repay all or part of the fee.
48. The Applicant makes no such Application for the fee for the initial breach of lease application (whether the Rule can apply to Tribunal fees in relation to matters outside of the current litigation is not clear given the broad statutory wording, however it is not wording that this Tribunal must consider in these circumstances) nor the fee in this matter.
49. The Tribunal can make such an order of its own initiative. However, in all the circumstances of the case it does not find that it is just and equitable to do so and therefore declines to do so.

Rights of Appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-days' time limit, such application must include a request for an extension of time and the reason for not complying with the 28-days' time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

APPENDIX

Extracts from Schedule 11 of the Commonhold and Leasehold Reform Act 2002

Paragraph 1 – Meaning of Administration Charge

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

- (a) for or in connection with the grant of approvals under his lease, or applications for such approvals,
- (b) for or in connection with the provision of information or documents by or on behalf of the landlord or a person who is party to his lease otherwise than as landlord or tenant,
- (c) in respect of a failure by the tenant to make a payment by the due date to the landlord or a person who is party to his lease otherwise than as landlord or tenant, or
- (d) in connection with a breach (or alleged breach) of a covenant or condition in his lease.

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

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

- (a) specified in his lease, nor
- (b) calculated in accordance with a formula specified in his lease.

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

Paragraph 2 – Reasonableness of Administration Charges

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

Paragraph 4 – Notice in Connection with Demands for Administration Charges

(1) A demand for the payment of an administration charge must be accompanied by a summary of the rights and obligations of tenants of

dwellings in relation to administration charges.

(2) The appropriate national authority may make regulations prescribing requirements as to the form and content of such summaries of rights and obligations.

(3) A tenant may withhold payment of an administration charge which has been demanded from him if sub-paragraph (1) is not complied with in relation to the demand.

(4) Where a tenant withholds an administration charge under this paragraph, any provisions of the lease relating to non-payment or late payment of administration charges do not have effect in relation to the period for which he so withholds it.

Paragraph 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.

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

(4) No application under sub-paragraph (1) may be made in respect of a matter which—

- (a) has been agreed or admitted by the tenant,
- (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
- (c) has been the subject of determination by a court, or
- (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.

(5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

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

determination—

- (a) in a particular manner, or
- (b) on particular evidence,

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

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

Paragraph 2 - Form and content of summary of rights and obligations

2. 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 a leasehold valuation 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 a leasehold valuation 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 a leasehold valuation tribunal, you will have to pay an application fee and, where the matter proceeds to a hearing, a hearing fee, unless you qualify for a waiver or reduction. The total fees payable to the tribunal will not exceed £500, but making an application may incur additional costs, such as professional fees, which you may have to pay.

(7) A leasehold valuation tribunal has the power to award costs, not exceeding £500, against a party to any proceedings where—

- it dismisses a matter because it is frivolous, vexatious or an abuse of process; or
- it considers that a party has acted frivolously, vexatiously, abusively, disruptively or unreasonably.

The Lands Tribunal has similar powers when hearing an appeal against a decision of a leasehold valuation tribunal.

(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.”.

Extract from The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013

Rule 13 - Orders for costs, reimbursement of fees and interest on costs

(2) The Tribunal may make an order requiring a party to reimburse to any other party the whole or part of the amount of any fee paid by the other party which has not been remitted by the Lord Chancellor.

(3) The Tribunal may make an order under this rule on an application or on its own initiative.