		**FIRST-TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)**
Case Reference	**:**	HAV/21UD/LSC/2025/0836
Property	**:**	36A Wellington Square, Hastings
Applicant	**:**	Flavia Alford
Representative	**:**	N/A
Respondent	**:**	36-37 Wellington Square LLP
Representative	**:**	Nick Sohail
Type of Application	**:**	Determination of liability to pay and reasonableness of service charges. Section 27A Landlord and Tenant Act 1985
Tribunal Members	**:**	Judge R Cooper
Hearing	**:**	Paper determination
Date of decision	**:**	23 October 2026

DECISION

Summary decision

The following service charges are payable by the Applicant:

Year / Description	Amount (£)
Year End 31 March 2024	£718.50

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Year End 31 March 2025	£817.00
Year End 31 March 2026	£1,413.83

Orders are made under s20C of the Landlord and Tenant Act 1985 and Paragraph 5 of Schedule 11 to the Commonhold and Leasehold Reform act 2002 that the Respondent's costs relating to this application may not be recovered as a service charge or administration charge.

Background to the Application

1. Flavia Alford ('the Applicant') is the leasehold owner of 36A Wellington Square, Hastings, East Sussex TN34 1PN ('the Property').

2. 36-37 Wellington Square LLP ('the Respondent') is the freehold owner of 36 Wellington Square, Hastings, East Sussex TN34 1PN ('Wellington Square'). Findleys of Cooden are the managing agents ('Findleys'). Previously, the Respondents employed Francis Property Estate Management Limited ('FPE') as the managing agents.

3. On 1 December 2025, the Tribunal received an application from the Applicant seeking a determination as to the reasonableness of service charges for the years 2023, 2024 and 2025

4. Directions were issued to the parties on 6 May 2026 in advance of a case management hearing on 26 May 2026. The Respondent was to provide evidence regarding the freeholder, and both parties were to provide position statements. The Applicant provided a position statement and a copy of her lease, and attended the case management hearing, but the Respondent failed to respond to the directions or attend.

5. At the case management hearing, the Applicant withdrew her application under s8 of the Building Safety Act 2022, and directions were given by Regional Surveyor Coupe for the parties to provide their statements of case and evidence in respect of the application under s27A Landlord & Tenant Act 1985 for determination of the reasonableness and payability of service charges.

6. The Applicant submitted a bundle (58 pages) containing the lease, her statement of case (8 June 2026), copies of email correspondence and her original application.

7. The Respondent failed to comply with the Tribunal's directions.

8. On 23 July 2026 Judge Pattni-Evans, on reviewing the case gave further directions addressed to the Applicant as regards the documents submitted. In the light of the Respondent's failure to engage with the proceedings, no directions were made and the Respondent was barred from taking any further part in the proceedings until it had made an application for relief from sanctions.

9. The Applicant submitted a supplementary bundle containing various service charge demands or statements (24 pages) and statement.

10. On 12 August 2026 Nick Sohail on behalf of the Respondent applied for a postponement on grounds that the freeholder had understood that Findleys were dealing with the application. Although Judge Lumby found the excuse inadequate, on 9 September 2026 he extended time for the Respondent to file a bundle of evidence and their statement of case by 18 September 2026. The Respondent provided a statement and supporting documents on 14 September 2026.

11. No inspection of the Property took place. Neither party requested it, and it was not considered necessary for a fair decision to be made by the Tribunal.

Preliminary issue

12. The Tribunal has considered as a preliminary issue whether it is fair and in the interests of justice for a decision to be made on the papers without a hearing and is satisfied it is. No party has objected to the appeal proceeding on the papers. It is a matter for each party to provide the information they wish to rely on regarding the issues in dispute. Clear directions were given for them to do so. There is sufficient documentary and written information for the Tribunal to make a fair decision, and when considering the overriding objective, it is in the interests of justice to do so.

The issues for the Tribunal

13. The Applicant seeks a determination under section 27A Landlord and Tenant Act 1985 ('the 1985 Act') of the liability to pay and reasonableness of service charges for the service charge years 2023 to 2025.

The Documents

14. The Tribunal considered the documents comprising
    - a PDF bundle prepared by the Applicant comprising 58 pages (where referred to they are referenced '[A:]'),
    - a supplementary bundle from the Appellant referenced '[B:]
    - the Respondent's statement of case and
    - the Respondents supporting documents (accounts for each of the financial years and a budget for 2026/27)

    As the Respondent failed to provide a paginated bundle, these documents cannot be easily referenced.

The Property

15. 36 Wellington Square, Hastings TN34 1PN is a freehold property

comprising 6 flats. It appears the Respondent is the freehold owner of both 36 and 37 Wellington Square, but the properties are managed separately.

16. The Applicant's Property, 36A Wellington Square is a one-bedroom flat on the ground floor.

17. On Google street view the property appears to be a Regency mid-terrace property built over six floors (including a basement) that has been converted into four flats. It is said, by the Respondent, to be a listed building, and that the Respondent has retained ownership of two of the six flats.

The Lease

18. The Applicant purchased the leasehold of the Property in 2023. The copy of the lease provided is undated. It was made between Flavia Aline Alford and 36-37 Wellington Square LLP for a term of 999 years commencing 1 January 2023. The Management Company is stated to be 36 Wellington Square Management Limited (Company Number 14704966).

19. The leaseholder's covenants contained in Clause 3 of the lease provide for the payment of ground rent ('a peppercorn') and service charge, which is reserved as rent to be calculated in accordance with the Third Schedule.

20. The Landlord and Management Company's covenants are set out in Clauses 4 and 5 of the Lease. The landlord covenants to allow the leaseholder quiet enjoyment (subject to compliance with the lease terms), to grant other leases in materially the same form and to comply with the Management Company's obligations in the event of their non-compliance.

21. The Management Company covenants in Clause 5 to insure Wellington Square and comply with its other obligations under the lease. These are contained in the Fourth Schedule and include repairs, redecoration, renewal and maintenance of the building (including services to it), the cleaning and lighting of communal parts, payment of rates, taxes and insurance premiums and so on.

22. In relation to the service charge, the Third Schedule provides for demand and payment of funds in advance in respect of anticipated expenditure on 1 April and 1 October each year (paragraphs 2 and 5), with provision for the leaseholder to make a balancing payment forthwith for any deficit on being served the Service Charge Statement by the leaseholder (paragraph 6). Paragraph 7 provides for the Management Company to repay any excess or apply it either for the future year or to the reserve fund after service of the Service Charge Statement.

The Law

23. The law relevant to this application is set out in the appendix to this decision.

24. In summary, s18(1) of the 1985 Act defines 'service charge' as *'an amount payable by a tenant … which is payable, directly or indirectly, for services … and … the whole or part of which varies or may vary according to the relevant costs'*.

25. Section 18(2) defines 'relevant costs' as *'the costs or estimated costs incurred or to be incurred by or on behalf of the landlord … in connection with the matters for which the service charge is payable.*'

26. Under s27A(1) (and (3)) of the 1985 Act the Tribunal has the jurisdiction to determine whether a service charge is payable (or would be payable if costs were incurred) and, if it is;

(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.

14. A service charge is only payable to the extent that it has been reasonably incurred and if the services or works for which the service charge is claimed are of a reasonable standard (s19 of the 1985 Act). When service charges are payable in advance, no more than a reasonable amount is payable.

15. The Tribunal's jurisdiction, however, is limited by s27A(4) which provides that no application under s27A(1) or (3) can 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….
(c) has been the subject of a determination by a court; or
(d) *has been the subject of a determination by an arbitral tribunal…*

16. Under s20C a leaseholder may apply for an order that all or any of the costs incurred by a landlord in connection with proceedings before a tribunal 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.

17. A leaseholder may also apply to the Tribunal under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 for an order which reduces or extinguishes the tenant's liability to pay an "administration charge in respect of litigation costs".

Reasons for the decision

The applicant's case

27. The Applicant's case is set out in the application [A:37] to [A:58] and her statement of case [A:32] to [A:35]. The Applicant also relies on supporting documents which include
    - The lease
    - Service charge statements and demands for the Property covering the service charge years from
        - 1/04/2023 to 31/03/2024
        - 1/04/2024 to 31/03/2025, and
        - 1/04/2025 to 31/03/2026
    - Emails and screen shots of emails and other documents.

28. The Applicant says, in summary, she does not seek to avoid payment of legitimate charges but seeks a determination as to whether the charges have been responsibly incurred, are supported by appropriate paperwork and to determine the amount payable [A:32]. She says she attempted to obtain relevant documentation on receiving demands for historic charges when Findleys took over as managing agents for Wellington Square from FPE. She says she is unaware of any cleaning or maintenance taking place in the building during the time FPE were the managing agents, and she had to undertake cleaning.

The Respondent's case

29. The Respondent's case is set out in the statement of Nick Sohail, one of the partners of 36-37 Wellington Square LLP. This was submitted together with copies of the accounts for the financial years ending 31 March 2024, 2025 and 2026, and the budget for the year ending 31 March 2027. No other evidence supporting the expenditure claimed were provided.

30. In summary, the Respondent says the managing agents initially appointed (FPE) did not carry out their full duties in 2024/25. In November 2025 the freeholders appointed Findleys who are more efficient but more costly. Costs have risen (in particular insurance and utilities), and maintaining a listed building is expensive. Additional expenses to comply with high rise legislation has been borne by the freeholder. As the Respondent owns two of the six flats it is in their interests to keep costs as low as possible.

Discussion and conclusions

31. The Applicant seeks a determination in relation to the 2023, 2024 and 2025 service charges. The Tribunal is satisfied that this must refer to the service charge years 2023/24, 2024/25 and 2025/26 because it is clear from the both the lease and the demands she has produced in evidence that this was a new lease the term of which commenced on 1 January 2023 and the service charge year runs from 1 April to the 31 March each year.

The documents she has produced relate to the period commencing 1 April 2023.

32. It is clear from her evidence that the Applicant challenges the service charge demands given the substantial increase since the purchase of her flat when she was advised the service charge amounts would be approximately £97 per month (or £1,164 per year). The service charge demands she has produced in evidence are, in the main, demands for payment in advance under the provisions of paragraph 5 of the Thirds Schedule.

33. The Respondent has not produced the end of year Service Charge Statements for any of the financial years but has provided accounts produced by Knights. The Respondent has produced evidence demonstrating that in August 2026 (after this application was made) a excess of £2,878.00 was notified as overpaid service charges which would be re-imbursed to the leaseholders. However, that document does not include any analysis or breakdown showing how the figure had been calculated or which period(s) it related to.

34. The Tribunal accepts the Applicant's evidence that she has not been provided with copies of invoices, receipts or evidence of payments or evidence of insurance documents. This is because it is consistent with the Respondent's approach to these proceedings. The Respondent failed to comply with directions, and apart from producing accounts has provided no other evidence justifying the charges being levied. However, the Tribunal has no jurisdiction in relation to failures to comply with the disclosure requirements under the 1985 Act.

Service charge year 1 April 2023 to 31 March 2024

35. The evidence provided by the Applicant shows that on 4 May 2023 she was sent a service charge demand for anticipated expenditure and contribution to the reserve fund dated 5 April 2023 for the period 1 April 2023 to 31 March 2024 [B:4].

36. The total anticipated service charge for Wellington Square the year to 31 March 2024 was estimated by FPE to be £8,390 together with a contribution to the reserve fund of £1,200 (total £9,590) of which the Applicant's 16.6667% (1/6th) share was £1,398.33 for the service charge and £200 for the reserve fund. Half of this amount (£699 and £100) was demanded on 24 April 2023 [B:3] and the other half on 1 October 2023 [B:6]. From the statement at [B:6] the Tribunal is satisfied that the Applicant paid both advance payments as her balance was shown to be £0.00 as at 19 December 2023 (following a payment of £799) and the Appellant's proof of payment shows she also paid £799 on 26 June 2023. The Tribunal finds on the balance of probabilities that the Applicant paid a total of £1,598 for the 2023/24 financial year.

37. However, the accounts for 36 Wellington Square show the total expenditure for the year to 31 March 2024 only amounted to £4,078 together with a contribution of £600 to the reserve fund (total £4,678).

38. There is nothing in the evidence before the Tribunal indicating that the Applicant challenged or otherwise disputed the service charge for the 2023/24 service charge year either before or at the time of making her payments, and the Tribunal, therefore, considered whether the dispute for this year is outwith its jurisdiction by virtue of s27A(4) of the 1985 Act. However, s27A(5) of the 1985 Act provides that a tenant is not to be taken to have agreed to service charges simply by having made payment. In view of the Applicant's dispute shortly thereafter the Tribunal is satisfied s27A(4) does not apply and the Applicant should not be treated as having agreed the service charge.

39. The Tribunal has, therefore, considered whether the costs claimed are reasonable and have been reasonably incurred in order to determine the amounts that are payable by the Applicant.

40. The Tribunal finds the items of expenditure listed in the accounts for the year end only include repairs and maintenance, cleaning, insurance, management and accounting fees, all of which are services included within the Fourth Schedule for which service charge is payable under the Third Schedule to the lease.

41. The Tribunal finds that although the Respondent has provided copies of the accounts in response to the Applicant's objections to the service charge costs, it has not produced any evidence of invoices or payments made in respect of these items, which is surprising given the nature of this application. However, the Tribunal accepts that it is more likely than not that some expenditure was incurred by the Respondent in maintaining and managing the Property of this nature. It is clear that some management and accounting did occur as requests for service charges were made and accounts have clearly been kept. The Tribunal finds the management fee of £684 per year (£114 per flat) not unreasonable in these circumstances.

42. Whilst the Applicant disputes that any cleaning or maintenance was carried out in 2023, she has provided no supporting evidence regarding the state of the property in that year indicating the communal parts were unclean. Mr Sohail says the failures of FPE occurred in the 2024/25 financial year, and on balance, the Tribunal finds the modest cost of £198 for the year (equating to £16.50 per month) not unreasonable. However, it indicates that at best a cleaner would only have been employed for about an hour a month.

43. In relation to the expenditure on maintenance and repairs (£1,866), the costs do not on the face of it appear excessive for a building of this nature and age. However, in view of the new leases, the Tribunal finds it more likely than not that 36 Wellington Square had been recently refurbished and converted to flats, and in the light of the Respondent's failure to

produce any evidence to support the claimed expenditure finds £1,500 to be a reasonable sum.

44. On balance, the Tribunal is satisfied that the total service charge of £3,711 for the year ending 31 March 2024 together with a contribution of £600 to the reserve fund is reasonable and payable by the leaseholders (total £4,311). The Applicant's 1/6th share for the year to 31 March 2024 is, therefore, £718.50.

Service charge year 1 April 2024 to 31 March 2025

45. In relation to the financial year ending 31 March 2025 the Respondent has provided no evidence that a Service Charge Statement was served on the Applicant, and she has not provided one in evidence. The evidence she relies on shows that £1,015 (including £100 towards the reserve fund) was demanded from her in advance on both 1 April 2024 and 1 October 2024 [B:10].

46. No copy of the final 'Service Charge Statement' has been produced by the Respondent. However, the accounts produced by the Respondent show the expenditure comprised following for the year to 31 March 2025:

item	**Amount (£)**
Accountancy fees	420
Bank charges	35
Buildings insurance	1,818
Cleaning	0
Management fee	2,052
Repairs & Maintenance	1,671
Sundry	63
Contribution to reserve fund	1,200

47. The Tribunal is satisfied that each of the categories of expenditure fall within charges that are properly payable as service charge under the lease.

48. In the light of the Respondent's acceptance that FPE were failing in their duties in 2024/25, the Tribunal finds the Respondent has not demonstrated on the balance of probabilities that the total expenses listed for the year ending 31 March 2025 were either incurred or were reasonable.

49. No documents such as receipts, invoices or copies of bank statements have been produced by the Respondent to support the amounts claimed or to explain in particular the doubling of the insurance premium and the tripling of the management fee (from £684 the previous year to £2,052).

50. The cleaning costs were £0.00 for this financial year, consistent with the Applicant's claim that no cleaning took place and the Respondent's admission that FPE were failing in their duties.

51. On balance, the Tribunal finds the charges for accountancy, bank and sundries to not be excessive, and the evidence shows accounts were produced.

52. In relation to the management fee, the Tribunal finds it not to be reasonable given the admission by the Respondent that FPE were failing and the lack of explanation for the tripling of the previous year's management fee. The Tribunal, therefore, finds only £684 to be reasonable and payable by the leaseholders.

53. In relation to the maintenance and repair costs of £1,671 the costs do not on the face of it appear excessive for a property of this nature and age. However, in the light of the Respondent's admission that FPE were failing in their duties, the Applicant's submission that no maintenance or repairs were carried out, the Tribunal finds the complete lack of evidence supporting the claimed expense surprising. On balance, the Tribunal finds only £1,000 to be reasonable and payable.

54. As to insurance costs, the Respondent has also provided no evidence to demonstrate the premium was paid, and the Tribunal notes that the claimed sum of £1,818 is exactly twice the previous year's claimed premium. This is surprising and in itself calls into question whether the figure relied on is a genuine one, particularly in the light of the Respondent's admissions regarding the failings of FPE as a managing agent and the lack of supporting evidence. The Tribunal allows £1,500 as a reasonable sum.

55. A payment of £1,200 to the reserve fund is not excessive and is a sensible provision to enable costs of more major works to be spread over several years and which may avoid the requirement for large additional payments.

56. Putting these matters together the Tribunal finds that a service charge of £3,702 for the year to 31 March 2025 together with a contribution of £1,200 for the reserve fund both reasonable and payable (total £4,902). The Applicant's 1/6th share, therefore, amounts to £817.

Service charge year 1 April 2025 to 31 March 2026

57. In relation to the financial year ending 31 March 2026 the Respondent has provided no evidence that a Service Charge Statement was served on the Applicant, and it is not among the document she has produced in her supplementary bundle. The evidence she relies on shows that £1,195 (including £100 for the reserve fund) was demanded from her in advance on 1 April 2025 and 1 October 2025, amounting to a total of £2,390 [B:8 & B:11]. The Tribunal finds from her payments records that she paid £2,395 in the 2025/26 service charge year.

58. In relation to the financial year ending 31 March 2026, although a copy of the 'Service Charge Statement' has not been produced in evidence, the accounts relied on by the Respondent show expenditure comprised the following:

item	Amount (£)
Accountancy fees	480
Bank charges	35
Cleaning	165
Company secretary	600
Fire alarm & emergency light	745
Fire risk assessment	624
Repairs & Maintenance	1,936
Insurance	3,482
Management fee	1,350
Postage	50
Set-up fee	600
Sundry	0
Surveyors	234
Contribution to reserve fund	1,200

59. The Tribunal is satisfied that save for the 'set-up fees' of £600 each of the categories of expenditure set out above fall within charges that are properly payable as service charge under the lease.

60. In relation to the £600 charged for a company secretary, the Tribunal finds that the retention of the services of a company secretary in order to comply with the obligations of the Management Company may potentially fall within paragraph 14 of the Fourth Schedule. However, no information or evidence has been provided to explain why the paid services of a company secretary were required and obtained in the 2025/26 financial year whereas they had not in previous years. The budget provided to the Applicant on 10 November 2025 did not include this as an expense [B:12]. On balance, the Tribunal finds that the Respondent has not demonstrated that these fees were reasonably incurred.

61. Similarly, there is no explanation for the line item 'set-up fees' of £600 or what these relate to, and they were not included in the budget provided on 10 November 2025.

62. The Tribunal accepts that a new managing agent was appointed, most likely on 20 October 2025 given the dates in Findleys' budget were for the period 20 October 2025 to 31 March 2026 [B:12]. However, any additional set-fees associated with their engagement would be covered by their management fee. In the absence of any evidence as to what this line item

related to or how it fell within the definition of service charge, the Tribunal finds the Respondent has not demonstrated it was reasonably incurred.

63. On balance, the Tribunal finds the charges for accountancy, bank charges and postage not excessive and are payable. Clearly accounting services were provided as accounts for the year have been produced. Bank charges and postage costs are minimal.

64. In relation to the fire risk assessment, fire alarm and lighting and surveyors' fees the Tribunal finds the costs claimed appear reasonable although no documentation has been provided by the Respondent to support them. The Tribunal finds these line items consistent with the legislative landscape and the Respondent's statement that the new managing agents were complying with their responsibilities. On balance, despite the lack of documentation, the Tribunal finds these costs to be reasonable and payable.

65. In relation to repairs and maintenance costs of £1,936 the costs do not on the face of it appear excessive for a property of this nature and age. However, in the light of the Respondent's lack of evidence supporting the claimed expense, the Tribunal finds, on balance, only £1,500 to be payable.

66. In relation to the insurance costs, whilst the Tribunal accepts that insurance costs have increased substantially, the Respondent has produced no evidence to either the Applicant or the Tribunal demonstrating the basis of this claimed premium which is over four times the insurance costs incurred for the year ending 31 March 2024. There is no reasonable excuse for the Respondent failing to provide supporting evidence, particularly as Mr Sohail claims the new managing agents are more efficient in managing the property. On balance, the Tribunal finds only an increase of 50% on top of the previous years' premium to be reasonable in all the circumstances, and finds the sum of £2,250 is therefore payable.

67. In relation to the management fee, the Respondent has failed to provide any explanation as to the basis of the charge. It is said by the Respondent that Findleys have been bringing all the processes and building management up to date. However, had they been doing so properly the Tribunal is satisfied they should have been able to produce evidence to both the Applicant and the Tribunal, and they would have responded to the application. The Tribunal considers in the circumstances that a fee of £200 per flat would be reasonable giving a total management fee of £1,200 for the 2025/26 financial year.

68. Pulling these matters together the Tribunal finds that a service charge of £7,283 for the year to 31 March 2026 together with a contribution of £1,200 for the reserve fund both reasonable and payable (total £8,483). The Applicant's 1/6th share amounts to £1,413.83.

Applications under section 20C of the 1985 Act and paragraph 5 of Schedule 11 of the Commonhold and Leasehold Reform Act 2002

69. The Tribunal considers in all the circumstances that it is reasonable to make orders under s20C of the 1985 Act and paragraph 5 of Schedule 11 of the Commonhold and Leasehold Reform Act 2002. This is because the service charge amounts charged by the Respondent have been reduced for each of the service charge years on the grounds that the Respondent has not demonstrated that all the charges were reasonably incurred.

70. Any costs incurred by the Respondent in responding to this application may not be recovered through the service charge or recovered as an administration charge.

Conclusion

71. In conclusion, therefore, the Tribunal finds that the service charges and estimated service charges that are payable by the Respondent for the following years are as follows:

Year / Description	Amount (£)
Year End 31 March 2024	£718.50
Year End 31 March 2025	£817.00
Year End 31 March 2026	£1,413.83

72. The Respondent must now account to the Applicant for the total costs she has paid from 1 April 2023 to 31 March 2026, any refund she has already had and any additional re-imbursement due in the light of this decision. That statement should be provided to her within one month of the date of this decision.

73. Any costs incurred by the Respondent in relation to this application may not be added to the service charge or recovered as an administration charge.

Note: Appeals

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office that 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, and should be sent by email to rpsouthern@justice.gov.uk.

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.

Appendix

The Law

The Landlord and Tenant Act 1985 Act (as amended) provides:

Section 18 Meaning of "service charge" and "relevant costs"

18(1) In the following provisions of this Act 'service charge' means an amount payable by a tenant of a dwelling as part of or in addition to the rent—

(a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and (b) the whole or part of which varies or may vary according to the relevant costs.

(2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.

(3) For this purpose—

(a) 'costs' includes overheads, and (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 19 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.

Section 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….the First-tier Tribunal….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 person specified in the application. …

Section 27A Liability to pay service charges: jurisdiction

(1) An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to –

(a) the person by whom it is payable,
(b) the person to whom it is payable,
(c) the amount which is payable,
(d) the date at or by which it is payable, and (e) the manner in which it is payable.

(2) Subsection (1) applies whether or not any payment has been made.

(3) An application may also be made to the appropriate tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs, and if it would, as to –

(a) the person by whom it 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.

(4) No Applications 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 as having agreed or admitted any matter by reason only of having made a payment.

…

Paragraph 5A to Schedule 11 of the 2002 Act (as amended) provides:

Limitation of administration charges: costs of proceedings

(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….