FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/OOAZ/LSC/2026/0231**
Property	**:**	**Flat 6 Rowan Court, Burnt Ash Hill, London SE12 0HS**
Applicant	**:**	**Rosemond Edwards**
Representative	**:**	**In person**
Respondent	**:**	**Park Rutland Investments (London) Limited**
Representative	**:**	**Vinay Veneik and Shannon Brennon of Edgefield Property & Asset Management Limited, managing agents for the Respondent**
Type of Application	**:**	**For a service charge determination pursuant to Section 27A of the Landlord and Tenant Act 1985**
Tribunal Members	**:**	**Judge P Korn** **Mr S Mason FRICS**
Date of hearing	**:**	**12 October 2026**
Date of Decision	**:**	**18 November 2026**

DECISION

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Description of hearing

The hearing was a face-to-face hearing.

Decisions of the tribunal

(1) The following items are payable in full:

2021/22 year

- Building insurance (£1,828.93) plus terrorism insurance (£494.56)

2022/23 year

- Electricity - £84.57

2024/25 year

- Electrical supply - £400

2025/26 year

- Estimated management fees - £1,980
- Compliance monthly testing – estimated charge - £300
- Electrical services maintenance – estimated charge - £250
- Electricity supply – estimated charge - £400.

(2) The following items are only payable in the reduced amounts set out below:

2022/23 year

- Cleaning/gardening – reduced from £630 to £315

2023/24 year

- Communal expenditure – reduced from £5,574.79 to £4,278.79

2024/25 year

- Cleaning/gardening – reduced from £1,200 to £900.

(3) The following items are not payable at all:

2021/22 year

- Communal window cleaning - £250

2022/23 year

- Communal window cleaning - £90
- Emergency lighting - £100
- Sundry costs - £1,250

2024/25 year

- Health and safety - £750
- Accountancy fees - £564
- Electrical maintenance - £240

2025/26 year

- Accountancy fees – estimated - £564.
- General repairs – estimated - £1,000
- Fire safety repairs – estimated - £500.

(4) It is noted that the following items were agreed by the Respondent not to be chargeable:

2024/25 year

- Compliance monthly testing including alarm - £300
- Fire safety repairs - £500

- Professional fees - £400.

(5) It is noted that the Applicant has conceded that the following items are payable in full:

2024/25 year

- Management fees - £1,980
- Building insurance - £275.42.

(6) The tribunal hereby makes an order under section 20C of the Landlord and Tenant Act 1985 that none of the costs incurred by the Respondent in connection with these proceedings are to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the Applicant.

(7) The tribunal hereby also makes an order under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 extinguishing the Applicant's liability (if any) to pay as an administration charge under her lease the costs incurred by the Respondent in connection with these proceedings.

(8) Pursuant to paragraph 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("**the Tribunal Rules**"), the tribunal also orders the Respondent to reimburse to the Applicant her application and hearing fees in the aggregate amount of £341.

Introduction

1. The Applicant seeks a service charge determination pursuant to section 27A of the Landlord and Tenant Act 1985 ("**the 1985 Act**").

2. The Property is a residential flat forming part of a block of 6 flats ("**the Building**"). The Applicant is the leaseholder of the Property and the Respondent is the owner of the Building and the Respondent's immediate landlord.

3. The Applicant challenges the payability of various service charge items in respect of the service charge years 2022/23 to 2025/26 inclusive.

4. Originally HL Property & Asset Management Limited and Edgefield Property & Asset Management Limited had been named as joint Respondents. However, at the start of the hearing it was established that (a) HL Property & Asset Management Limited is a former name of Edgefield Property & Asset Management Limited, (b) the Applicant's lease is a two-party lease with Park Rutland Investments (London)

Limited as the landlord and (c) Edgefield Property & Asset Management Limited are the current authorised managing agents for Park Rutland Investments (London) Limited. The Applicant also confirmed that she had sent a copy of the application direct to Park Rutland Investments (London) Limited.

5. In the above circumstances the tribunal took the view that Park Rutland Investments (London) Limited should be the sole Respondent in place of its managing agents and that it was both procedurally fair and appropriate to proceed with the final hearing on that basis. Accordingly, Park Rutland Investments (London) Limited is added as a (and the sole) Respondent in place of HL Property & Asset Management Limited and Edgefield Property & Asset Management Limited.

6. Neither Edgefield Property & Asset Management Limited nor the Respondent made any written submissions in advance of the hearing, for reasons which were unclear, but the Applicant nevertheless consented to Edgefield Property & Asset Management Limited making oral submissions at the hearing on the Respondent's behalf.

THE DISPUTED ISSUES

2021/22 service charge year

Building insurance (£1,828.93) plus terrorism insurance (£494.56)

Applicant's case

7. The Applicant states that these costs cannot be verified. She also states that there is no explanation as to why there is terrorism insurance in addition to general building insurance.

Discussion at hearing

8. At the hearing the Applicant said that she considered the cost of insurance to be too high, but she accepted when it was put to her that she did not have any comparable evidence. She proposed a 50% reduction.

Tribunal's decision

9. The Applicant has not given the tribunal any cause to believe that the Building was not insured during this service charge year. She has also failed to produce any comparable evidence – or any other evidence – to

demonstrate that the cost of building insurance (including terrorism insurance) was unreasonable.

10. In the absence of such evidence and in the absence of any specific reason for questioning these figures the tribunal's conclusion is that the insurance premiums were reasonable and payable in full.

Communal window cleaning - £250

Applicant's case

11. The Applicant states that there has never been any window cleaning.

Discussion at hearing

12. The Applicant reiterated that no window cleaning had ever been done.

Tribunal's decision

13. The Applicant's unchallenged evidence is that no window cleaning took place and therefore this charge is not payable at all.

2022/23 service charge year

Communal window cleaning - £90

Applicant's case

14. The Applicant states that there has never been any window cleaning.

Discussion at hearing

15. The Applicant reiterated that no window cleaning had ever been done.

Tribunal's decision

16. The Applicant's unchallenged evidence is that no window cleaning took place and therefore this charge is not payable at all.

Cleaning/Gardening - £630

Applicant's case

17. The Applicant objects that this in her view is an unreasonably high charge for what is stated to be a 3 month period. She also states that

there is no transparency with regard to the choice of provider and no evidence of competitive quotes. Furthermore, she states that the standard of cleaning is very poor.

Discussion at hearing

18. At the hearing the Applicant said that cleaning and gardening were done fitfully and not to a high standard, and she proposed a 50% reduction.

19. Mr Veneik for the Respondent said that the cleaner has been employed for about 12 years and currently charges £240 per month including VAT. The Respondent had not received complaints about the cleaning from anyone else whilst his firm had been the managing agents, but he conceded that his firm had not yet been appointed at this stage.

20. In response to this last point, the Applicant said that she was the only live-in leaseholder and she referred the tribunal to page 138 of the hearing bundle for evidence of the problems with the garden. She also said that she had been doing much of the cleaning herself and that until recently the cleaner/gardener had not come into the Building and had just cut the grass.

Tribunal's decision

21. The only actual evidence before us is the Applicant's uncontested evidence that the cleaning and gardening were both of poor quality, and there is some photographic evidence in the hearing bundle to support this conclusion.

22. The Applicant has proposed a 50% reduction of the charge to £315. Whilst this proposal is not based on a detailed analysis as to the level of benefit gained by leaseholders or the precise standard of work, it is the only proposal before us, the Respondent has not countered the Applicant's evidence and there is no specific reason to conclude that a 50% reduction would be unreasonable in the circumstances.

23. Accordingly, this charge insofar as relevant to the Applicant's payment obligations is reduced by 50% to £315.

Electricity - £84.57 (for a 3 month period)

Applicant's case

24. The Applicant objects that she has not seen any bills.

Discussion at hearing

25. At the hearing, the Applicant said that the sensory lights only came on at night and that there was nothing else that used electricity. She felt that £50 for 3 months would be a more reasonable charge than £84.57.

26. Mr Veneik for the Respondent said that there were sockets in the common parts for the cleaner to plug in vacuum cleaners and that there was no evidence that the Respondent was doing anything other than simply passing on the charge from the electricity company. Current charges were £600 per year and the certified accounts for the previous year show a charge of £400 for that year.

Tribunal's decision

27. There is reason to believe that it was more than just the sensory lights which used electricity, given the availability of electrical sockets and the possible reasons why they might be used. It is also not appropriate to assume that the electricity charges were artificially inflated in the absence of any evidence to support this analysis or any reason to be concerned about artificial inflation. Furthermore, the charges do not look particularly high.

28. Taking all of the above points together and in the absence of a stronger challenge from the Applicant, these charges are payable in full.

Emergency lighting - £100

Applicant's case

29. The Applicant states that there has never been any emergency lighting and that the Respondent has not produced any receipt or explanation in respect of these costs.

Discussion at hearing

30. The Applicant repeated her written submissions, and Mr Veneik was unable to comment as his firm had not been managing the Building at the time.

Tribunal's decision

31. The Applicant's challenge is a fair one and there is no evidence before us as to what emergency lighting exists to which this charge could relate.

32. This charge is therefore not payable at all.

Sundry costs - £1,250 (£1.000 plus £250)

Applicant's case

33. The Applicant questions what these costs are and states that no explanation has been provided.

Discussion at hearing

34. The Applicant repeated her written submissions, and Mr Veneik was unable to comment as his firm had not been managing the Building at the time.

Tribunal's decision

35. The Applicant's challenge is a fair one and there is no evidence before us as to what these sundry costs might be.

36. This aggregate charge is therefore not payable at all.

2023/24 service charge year

Communal expenditure - £2,591.68 plus £5,574.43

Applicant's case

37. The Applicant states that the communal expenditure comprises management fees and building insurance but objects that there are no documents proving the cost of insurance. Elsewhere in written submissions the Applicant provides details of what she considers to have been poor management, for example at page 73 of the hearing bundle and in her witness statement.

Discussion at hearing

38. It was established at the hearing that the first figure (£2,591.68) was just the management fee less a tiny amount of bank interest – see page 96 of the hearing bundle. The second figure (£5,574.43) is the aggregate of the management fee and the building insurance premium – see page 97 of the bundle. It therefore became apparent that the Applicant had double-counted the management fee in her challenge, and that the challenge was just to the one sum of £5,574.43 or in fact £5,574.79 once one disregards bank interest of £0.36 included within this figure.

Tribunal's decision

39. The challenge is to the sum of £5,574.79, comprising the building insurance premium (including terrorism insurance) of £2,982.79 and the management fee of £2,592.00.

40. In relation to the building insurance, again the Applicant has failed to produce any comparable evidence – or any other evidence – to demonstrate that the cost of building insurance (including terrorism insurance) was unreasonable. In the absence of such evidence and in the absence of any specific reason for questioning this figure the tribunal's conclusion is that the insurance premium was reasonable and payable in full.

41. In relation to the management fee, the hearing bundle contains detailed and plausible complaints about the standard of management and includes copy photographs. The Applicant's concerns were not responded to by or on behalf of the Respondent prior to the hearing and were not effectively countered at the hearing itself. We therefore accept on the evidence before us that the management was sub-standard.

42. Having assessed the complaints about the standard of management but also recognising that building insurance was placed and some other management took place, we consider that the management fee should be reduced by 50%.

43. Accordingly, the management fee is reduced from £2,592.00 to £1,296.00 and therefore the aggregate 'communal expenditure charge is reduced from £5,574.79 to £4,278.79.

2024/25 service charge year

Health and safety - £750

Applicant's case

44. The Applicant states that no explanation has been given as to what this relates to in practice and adds that she has never been informed of any health & safety checks and that none have ever been carried out. Furthermore, she submits that the cost is not recoverable under her lease.

Discussion at hearing

45. The Applicant reiterated the points made in written submissions and added that the flat roof was disintegrating and that there were cracks in

the paving and in her ceiling. She referred the tribunal to relevant photographs in the hearing bundle.

46. In response, Mr Veneik for the Respondent accepted that the Building had not been maintained to a good standard but he assumed that in approving the figure as £750 the accountants had seen relevant invoices. He conjectured that part of the reason for the disrepair was leaseholders' unwillingness to pay the service charge.

Tribunal's decision

47. The Applicant's challenge is a fair one, she has sought information on this prior to the hearing and indeed prior to making her tribunal application but none has been forthcoming, and there is no evidence before us to indicate that any work was actually done.

48. This charge is therefore not payable at all.

Compliance monthly testing including alarm - £300

49. At the hearing Mr Veneik said – and the Applicant accepted – that this item was not charged in practice and therefore there was no dispute in relation to this head of charge.

Fire safety repairs - £500

50. At the hearing Mr Veneik said – and the Applicant accepted – that this item was not charged in practice and therefore there was no dispute in relation to this head of charge.

Professional fees - £400

51. At the hearing Mr Veneik said – and the Applicant accepted – that this item was not charged in practice and therefore there was no dispute in relation to this head of charge.

Accountancy fees - £564

Applicant's case

52. The Applicant states that she has not seen any invoices and submits that the cost is not recoverable under her lease.

Discussion at hearing

53. At the hearing Mr Veneik for the Respondent said that the accountant was external. The figure for accountancy fees was in the accounts, but he accepted that the Respondent did not have an invoice that it could produce. He also accepted that the service charges provisions in the lease did not contain any specific reference to accountancy fees.

Tribunal's decision

54. Whilst there is sometimes a question as to how literally a lease's service charge provisions should be interpreted and whilst the Applicant's lease was originally granted in 1985 when lease service charge provisions were generally less extensive than in modern leases, nevertheless we see nothing in the Applicant's lease which could reasonably be interpreted as allowing recovery of accountancy fees, and the Respondent has made no written or oral submissions to suggest that such fees are recoverable as part of the service charge.

55. Accordingly, the accountancy fees are not payable at all.

Management fees

56. During the hearing, after some discussion, it was established that the annual charge was £1,800 inclusive of VAT for the whole Building. The Applicant accepted that this was a reasonable amount and withdrew her challenge to this item.

Building insurance - £275.42

57. During the hearing, after some discussion, the Applicant withdrew her challenge to this item.

Cleaning/Gardening - £1,680

Applicant's case

58. The Applicant states that for many years the cleaning was being carried out by herself and other residents. In relation to the gardening, she states that this was only being carried out when the weather conditions were favourable and has asked to see the invoices relating to the work done.

Discussion at hearing

59. Mr Veneik for the Respondent pointed out that the actual charge was £1,200, not £1,680. The Applicant said in response that the standard

of cleaning and garden maintenance had been poor and that £900 would be a fairer charge. She referred the tribunal to page 138 of the hearing bundle by way of evidence of the state of the garden.

Tribunal's decision

60. The only actual evidence before us is the Applicant's uncontested evidence that the cleaning and gardening were both of poor quality, and there is some photographic evidence in the hearing bundle to support this conclusion.

61. The Applicant has proposed a reduction of the charge to £900. Whilst this proposal is not based on a detailed analysis as to the level of benefit gained by leaseholders or the precise standard of work, it is the only proposal before us, the Respondent has not countered the Applicant's evidence and there is no specific reason to conclude that such a reduction would be unreasonable in the circumstances.

62. Accordingly, this charge insofar as relevant to the Applicant's payment obligations is reduced to £900.

Electrical supply - £400

Applicant's case

63. The Applicant asks what this relates to and has asked to see relevant invoices.

Discussion at hearing

64. At the hearing Mr Veneik said that he did not have the invoices but added that the Respondent simply passed on to leaseholders what it was charged.

Tribunal's decision

65. As noted previously, there is reason to believe that electricity was consumed for reasons other than just the sensory night-time lights, given the availability of electrical sockets and the possible reasons why they might be used. It is also not appropriate to assume that the electricity charges were artificially inflated in the absence of any evidence to support this analysis or any reason to be concerned about artificial inflation.

66. Taking all of the above points together and in the absence of a stronger challenge from the Applicant, these charges are payable in full.

Electrical maintenance - £240

Applicant's case

67. The Applicant asks why there is a separate charge for electrical maintenance as well as electrical supply. Specifically as regards the cost of maintenance she states that the lights only come on at night and only in response to movement and she has never seen anyone check them. She also requests details of the maintenance work and supporting invoices.

Discussion at hearing

68. At the hearing Mr Veneik for the Respondent said that the charges related to electrical testing. The Applicant said that there was no evidence of actual testing and she had not seen anyone come in to carry out the testing.

Tribunal's decision

69. The Applicant's challenge is a fair one, she has sought information on this prior to the hearing and indeed prior to making her tribunal application but none has been forthcoming, and there is no evidence before us to indicate that any electrical maintenance work was actually done.

70. This charge is therefore not payable at all.

2025/26 service charge year

General point

71. It was confirmed by Mr Veneik at the hearing and accepted by the Applicant that the disputed charges for 2025/26 were all estimated charges and were therefore not based on actual costs.

Management fees - £1,980

Applicant's case

72. The Applicant states that this is above the market rate which she asserts is about £330 per unit for a block such as this one where there is no lift, plant room, burglar or fire alarm, fire escape or gate. She also states that historically there has been little management or oversight and that there has been a failure to repair and maintain. She gives specific details of her maintenance concerns in her witness statement.

Discussion at hearing

73. Mr Veneik confirmed that this was an estimated charge. The Applicant felt that the estimate was slightly on the high side based on her research.

Tribunal's decision

74. As noted by the tribunal and by Mr Veneik at the hearing, this is an estimated charge and is therefore not linked to quality of performance. The Applicant asserts that £1,980 for a block of 6 flats is above the market rate but she has brought no comparable evidence and is not an expert in these matters and we do not accept that this charge is clearly above the market rate.

75. Accordingly, this charge is payable in full.

General repairs - £1,000

Applicant's case

76. In written submissions the Applicant questions what repairs have been carried out.

Discussion at hearing

77. Mr Veneik said at the hearing that there had been no actual repairs during this year in practice and therefore he was happy to concede that the estimated charge was not payable.

Tribunal's decision

78. In light of the above confirmation/concession, this estimated charge is not payable.

Compliance monthly testing - £300

Applicant's case

79. The Applicant questions what it is that needs monthly testing.

Discussion at hearing

80. Mr Veneik said that, whilst £300 is the budgeted amount, in practice the Respondent has spent more than £300. In response, the Applicant said that this seemed to be a large amount to spend on testing.

Tribunal's decision

81. As this is an estimated amount, again it is not linked to what has or has not been done. The issue, essentially, is whether it is reasonable to budget this amount for compliance testing for a block of 6 flats for a year. We do not have any detailed information before us from the Respondent, but equally the Applicant is not an expert in these matters, and on the basis of the somewhat threadbare information before us our conclusion is that it is reasonable to budget £300 for this work in anticipation of its being needed.

82. Accordingly, this item is payable in full.

Fire safety repairs - £500

Applicant's case

83. The Applicant's objections are similar to those for 2024/25.

Discussion at hearing

84. Mr Veneik said at the hearing that there had been no actual repairs during this year in practice and therefore he was happy to concede that the estimated charge was not payable.

Tribunal's decision

85. In light of the above confirmation/concession, this estimated charge is not payable.

Electrical services maintenance - £250

Applicant's case

86. The Applicant again questions why there is a charge for electrical maintenance on top of the charge for electrical supply.

Discussion at hearing

87. Mr Veneik said that, whilst £250 is the budgeted amount, in practice the Respondent has spent more than £250.

Tribunal's decision

88. Electrical maintenance is clearly a different concept from electrical supply and therefore the suggestion that this is a duplicate charge is not accepted simply based on the description of the two charges.

89. Again, this is just an estimated charge and in the absence of a stronger challenge we accept that £250 is a reasonable sum to budget for electrical services maintenance for a year.

90. Accordingly, this sum is payable in full.

Electricity supply - £400

Applicant's case

91. The Applicant makes no specific comments on this in written submissions.

Discussion at hearing

92. At the hearing the Applicant questioned whether this was a reasonable amount to budget.

Tribunal's decision

93. There is very little information before the tribunal on this point. However, the charge for the previous year was £400 and as that charge has not been demonstrated to be unreasonable it is a reasonable basis for the estimate for the 2025/26 year.

94. Accordingly, this sum is payable in full.

Accountancy fees - £564

Applicant's case

95. The Applicant submits that this is not recoverable under her lease.

Discussion at hearing

96. At the hearing the Applicant reiterated the point made in written submissions.

Tribunal's decision

97. For the same reasons as has been stated above in relation to the 2024/25 year, we do not consider these fees to be payable under the terms of the Applicant's lease.

98. Accordingly, these fees are not payable at all.

General point regarding complaints about failure to maintain

99. The Applicant has made a number of complaints about the Respondent's alleged failure to maintain the Building. However, the application before the tribunal relates to the payability of service charges, not to whether the Respondent is or was in breach of its obligations under the lease. Therefore, evidence of failure to maintain is only relevant to this particular application insofar as it demonstrates that a specific charge was unreasonable in amount.

Cost applications

100. The Applicant has made cost applications under (a) section 20C of the 1985 Act (a "**Section 20C Application**"), (b) paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 (a "**Paragraph 5A Application**") and (c) paragraph 13(2) of the Tribunal Rules.

101. The relevant parts of Section 20C read as follows:

"(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 … .

(3) The … tribunal … may make such order on the application as it considers just and equitable in the circumstances."

102. Therefore, a Section 20C Application in the context of these proceedings is essentially an application that the Respondent be prohibited from charging to the Applicant through the service charge any of the costs incurred by it within these proceedings.

103. The relevant parts of Paragraph 5A read as follows:-

"(1) A tenant of a dwelling in England may apply to the relevant … 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 … tribunal may make whatever order on the application it considers to be just and equitable."

Therefore, a Paragraph 5A application in the context of these proceedings is an application for an order that the whole or part of the costs incurred by the Respondent in connection with these proceedings cannot be charged direct to the Applicant as an administration charge under his lease.

104. It does not appear that the Respondent has incurred any costs in these proceedings, having not engaged with the proceedings. However, if and to the extent that it has incurred any costs the tribunal hereby makes both a Section 20C order and a Paragraph 5A order that none of any such costs may be recovered by the Respondent from the Applicant through the service charge or as an administration charge. The Applicant has been successful on many aspects of her application, and it is just and equitable in all the circumstances that she should not have to pay or contribute towards the Respondent's costs (if any) in connection with these proceedings.

105. Paragraph 13(2) of the Tribunal Rules reads as follows:

"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 …".

106. The Applicant has been successful on many points. Whilst she has lost on certain points, that does not negate the validity of her having brought the application, and we are satisfied that it is appropriate to require the Respondent to reimburse her fees.

Name: Judge P Korn **Date:** 18 November 2026

RIGHTS OF APPEAL

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

B. 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.

C. If the application is not made within the 28 day time limit, such application must include a request for extension of time and the reason

for not complying with the 28 day time limit; the Tribunal will then look at such reason and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.

D. 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.

APPENDIX

Appendix of relevant legislation

Landlord and Tenant Act 1985 (as amended)

Section 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

(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 provisions 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 27A

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

(4) No application under subsection (1) or (3) may be made in respect of a matter which -
(a) has been agreed or admitted by the tenant,
(b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
(c) has been the subject of determination by a court, or
(d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.

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

(6) An agreement by the tenant of a dwelling … is void in so far as it purports to provide for a determination – (a) in a particular manner, or (b) on particular evidence.