



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

Case reference : **LON/00BJ/LSC/2021/0034**

HMCTS code : **V: CVPREMOTE**

Property : **16 Westhouse Close, London SW19 6QU**

Applicant : **Ms Ana Stefanovic**

Representative :

Respondent : **The Mayor and Burgesses of the London
Borough of Wandsworth**

Representative : **Angela Hall (Counsel)**

Type of application : **For the determination of the liability to
pay service charges under section 27A of
the Landlord and Tenant Act 1985**

Tribunal members : **Judge D Brandler
Mr R Waterhouse BSc MA LLM FRICS**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of hearing : **26th April 2021**

Date of decision : **8th May 2021**

DECISION

Covid-19 pandemic: description of hearing

This has been a remote video hearing which has been consented to by the parties. The form of remote hearing was **V: CVPREMOTE**. A face-to-face hearing was not held because it was not practicable and all issues could be determined in a remote hearing. The documents that we were referred to are in a bundle produced by the Respondent of 471 pages, and a 54-page bundle provided by the Applicant. The content of all of the documents has been noted. The order made is described at the end of these reasons.

Decisions of the tribunal

- (1) The service charge provisions in the Applicant's lease entitle the Respondent to claim service charges on account of costs, provided the demand complies with the lease.
- (2) In relation to service charges demanded for roof works above flats 14 and 15, raised by works order numbers 630773/1 (flat 14) and 62990/1 (Flat 15), both works referenced therein were completed on 19th March 2020, the landlord is limited to recover £250.00 only from the Applicant, due to their failure to comply with s.20 consultation.
- (3) In relation to works relating to the living room windows in Flat 14, (under works order 454486/1 of 11.07.2019 and works order 442058/1 of 16.07.2019), the Applicant is to pay only 6.250% of half of those works, amounting to £20.77
- (4) In relation to external works on the estate, including electrical works and a cancelled call out fee, the landlord is not limited in the sums claimed in their demand
- (5) The Tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 so that none of the landlord's costs of the tribunal proceedings may be passed to the lessee through any service charge.

The application

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") and Schedule 11 to the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act") as to whether the "service charge adjustment" of £776.74 for the service charge period 2019/20 is payable.
2. The Tribunal issued Directions on 22nd February 2021. The date for the response was extended at the Respondent's request.

The hearing

3. The Applicant appeared in person by video link.
4. The Respondent was represented by Angela Hall of Counsel. She was accompanied by Donna Britton, the estate manager. Also present was an observer from the Council. They all appeared by video link.

The background

5. The property which is the subject of this application is a three-bedroom maisonette on the third and fourth floors of a purpose-built block of 16 maisonettes. There are 8 maisonettes situated on the lower floors, first and second, and 8 maisonettes on the upper floors. The block has a flat roof. Flats 9-16 are situated directly under the roof. The upper maisonettes are accessed by a communal balcony. The estate includes a further two blocks. Each maisonette has its own private garden, and there is a communal strip of grass on the estate. There is no parking on the estate. Neither party requested an inspection, and the tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute.
6. The Applicant holds a long lease of the property which requires the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge. The Respondent holds the freehold interest of the block and the estate.
7. The Applicant acquired the leasehold interest of 16 Westhouse Close, London SW19 6QU (“the property”), in 2006 under a buy to let mortgage. The property is subject to a lease dated 25th October 1999 made between the Respondent (“the lessor”) and Christopher & Charlotte Lee (“the lessee”).

The issues

8. At the start of the hearing the Applicant identified the relevant issues for determination as follows:
 - (i) The validity and payability generally of service charge adjustments claimed for 2019/20.
 - (ii) In particular in relation to the roof works, which the Applicant says is duplication or alternatively should have triggered a s.20 application.
 - (iii) In particular in relation to excessive repairs to windows in the block, which the Applicant says should be investigated and whether they are reasonable.

- (iv) In particular a call out charge in relation to a call out which appears to have been cancelled, which the Applicant states was either an error by the Landlord, or not chargeable under the terms of her lease
 - (v) Issues that were raised in the application in relation to electricity charges and external works in relation to fencing and bollards were not pursued at the hearing.
 - (vi) An application under s.20C Landlord & Tenant Act 1985 and paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.
9. Having heard evidence and submissions from the parties and considered all of the documents provided by both parties, the Tribunal has made determinations on the various issues as follows.

Whether the service charge adjustment demanded by the Council is payable or reasonable.

10. The Applicant objects to the service charge adjustment for 2019/20 which was sent to her in October 2020. This demand was made together with the service charge for the forthcoming year 2020/21 [24-26]. A detailed document headed “application justification” was submitted to explain her case [20-23]. This is a detailed document which sets out the applicant’s complaints about the lack of clarity in documents sent to her as well as complaints about specific items of dispute in the schedule of repairs provided by the respondent. These will be dealt with below. However, the document does not challenge the lessee Applicant’s obligations to pay service charges under the terms of the lease nor does it challenge the percentages charged in terms of block works or estate works. The application is concerned with the lack of transparency in the way charges are made to the leaseholders, the lack of supporting evidence relating to those charges, work and settlement dates.
11. In oral evidence the Applicant confirmed that she does not dispute the terms of the lease which set out her obligations to pay service charges. Nor does she dispute the percentages set out within the terms of her lease. Indeed, she confirms that she has always paid her service charges and accepts she is bound by the terms of lease. In oral evidence she confirmed her objections relate to specific items which will be dealt with below, and the difficulties that she says she experienced in obtaining responses from the landlord to her queries, some of which remain unanswered at the date of the hearing.

The tribunal’s decision

12. The tribunal determines that the Council is entitled to demand service charges from the Applicant, this includes demanding adjusted service charges for the period 2019/2020.

Reasons for the tribunal's decision

13. The terms of the lease as set out in the Respondent's statement in response, demonstrate the legal bases for the Respondent to recharge for expenses incurred by them to maintain the block and the estate. This is accepted by the Applicant. Whilst the adjustment at the end of the service charge year was almost double the estimated charges demanded at the start of that period, the Council are entitled to manage the estate and balance the accounts for the period.
14. Having determined that the adjustment is validly demanded, the Tribunal went on to consider the individual items of dispute raised by the Applicant for the period 2019/20.

Service charge years 2019/20: Roof repairs: set out at lines 110-111 of Report B: sum claimed £4704 (6.25% = £294.00)

15. The Applicant in her application justification details the area of dispute in relation to roof repairs to the block and refers specifically to the Respondent's Report B lines 97, 101-103 and 105-111. [38]. Those repairs relate generally to all the roof repairs on the block for the relevant period and specifically to two items of work raised as separate works orders further to reports of leaks from the flat roof of the block into flats 14 and 15. Some information about these works is provided in lines 110-111 of the Report. Flats 14 and 15 are adjacent to each other.
16. The Applicant asserts that there have been two charges of £2,352 for works under reference 200008 but with different order numbers, and that this appears to be a duplication of one charge for roof repairs of £2352. In response to her enquires to the Council, the Respondent has annotated the Report and provided some expanded details to explain that these are charges for flats 14 and 15, i.e. that they are separate items of work, raised under separate work orders and therefore each is payable separately. The allegation of duplication of charges is denied.
17. During the course of inter partes correspondence, the Applicant states that the system reports don't detail these works and both in correspondence and in the application she complains that no invoice or receipt has been provided to verify that these are not duplicate charges.
18. In the alternative the Applicant argues that if there were indeed two items of work, that these are two repairs raised around the same time which deal with the same area of roof and that this was therefore a major work for which a s.20 consultation should have been triggered. She asked

on several occasions for more detail about these roof works such as the completion dates of the works and the date that invoices were settled, which she says could have been clarified had she been provided with invoices. The total charges, for what the Council say are two separate items of work to the roof amount to £4704. The applicant argues that her liability should be capped at £250.00 for the Council's failure to carry out a s.20 consultation.

19. Her general complaint is that roof repairs within a one year period exceed £8000 and given the size of the roof she queries how thorough the inspection process had been and whether the individual patching works were an effective or reasonable way to manage roof repairs. In evidence she provided an aerial photo of the roof.
20. In response the Council had attempted to assist the Applicant by providing various answers to her queries prior to the hearing. Mrs Britton, who is the estate manager, had made efforts to explain issues to the Applicant. Much of the email correspondence was included in the appeal bundle showing the efforts made. Also in evidence were the annotated schedules of complaints/repairs to the block. As part of these responses, Mrs Britton made it clear on several occasions that the Council does not receive invoices from contractors. Nor do they have receipts upon settlement of monies paid to contractors. This was of great concern to the Applicant as she wondered how there could be effective management of costs without these invoices. The Respondent has provided a detailed explanation of the way they manage repairs, contractors and payments in paragraphs 20-28 [164-165].
21. At the time of the hearing some issues remained unresolved. However, during the course of the hearing some of these were clarified by Mrs Britton. One of these was that the date of completion for both works orders was 19th March 2020, and another is that the 'payment due date' for both items of work was 28th March 2020. Mrs Britton was also able to confirm that the dates on which complaints of leaks into flats 14 and 15 were some 10 days apart.
22. Mrs Britton's evidence was that both items of work had been paid for by the payment due date, but she could not clarify the exact payment date.
23. The Applicant's concern over the payment date was for her important, as if they had been paid 5 days after that due date, then they would have fallen into the next financial year. Mrs Britton could not provide a definite payment date, but was certain that because these sums were showing as "paid" on her system, that they would have been paid by the payment due date.
24. During a short lunch break, Mrs Britton confirmed to the Tribunal that she had been able to obtain from the contractor both before and after photos of these particular roof works. They were not provided to the

Tribunal or to the Applicant at the hearing, and when asked why she had not provided them before the hearing, Mrs Britton's response was that the applicant had not asked for such evidence.

25. In oral evidence Mrs Britton explained that when complaints were received that relate to roof leaks, these were referred to the building maintenance manager, who would then arrange for an inspection and raise a works order. There was some mention by her of scaffolding for the roof, although the applicant stated that there was no need for scaffolding, and indeed none had been erected, as the roof was accessed by stairs to the roof. Mrs Britton remained adamant that because the works were raised under separate works orders, despite the complaints having been made within 10 days of each other, that these are separate works, and could not be considered as major works under the terms of s.20.

The tribunal's decision

26. The tribunal determines that the roof works carried out under work order numbers 630773/1 and 629903/1, should have triggered a s.20 consultation. The liability to the Applicant exceeded £250.00 and should have been subject to a s.20 consultation, or a s.20ZA dispensation application to the First-tier Tribunal. The Applicant's liability to pay is capped at £250.00 in terms of those two works orders.

Reasons for the tribunal's decision

27. The complaints of water leaks made by flats 14 and 15 were received by the Council within 10 days of each other. Although separate works orders were raised, both were completed on 19th March 2020 and both had "payment due dates" of 28th March 2020. This information was provided during the course of the hearing.
28. The Tribunal found it illogical to suggest that the water leaks reported into two adjacent flats within 10 days of each other, which were completed on the same day, were not connected. The Tribunal found that the contractors carrying out the works on 19th March 2020 would have considered the works as one issue to be resolved, and if they did not, that raises a question of poor management. The Tribunal did not find there was poor management, but did find that these works should have been considered as one problem, the roof leak, and as such fall under the terms of s.20 Landlord and Tenant Act 1980 which should have triggered a consultation. Alternatively, the Council could have applied for dispensation under s.20ZA. The Council did neither. Just because a new works order for each item is raised, does not mean that it does not fall within the s.20 regime.

29. The Tribunal finds that the Applicant's liability is therefore capped at £250 for these roof works.
30. It was also noted that it was not until the course of the hearing that the information about the completion dates for both works orders was provided, nor had there been any mention prior to the hearing to the application about the existence of before and after photos of the roof.

Service charge period 2019/20: Window repairs (works orders 454486/1 of 11.07.2019 & 442058/1 of 16.07.2019: sum claimed £664.57 (6.250% = £41.54)

31. The Applicant complains that window repairs for the year total almost £6000. She is concerned that she has no sense from her conversations with the Council that the costs are being analysed in terms of the number of window repairs that appear to be required. She is concerned that the Council do not appear to make the necessary efforts to ensure service charge costs remain reasonable or that they are supervising works to prevent unnecessary costs. Nor does she believe that her service charges are being used efficiently.
32. The Applicant asserts that there have been ongoing issues with the windows since their installation (in approximately 2007). No evidence has been submitted by her to support this assertion.
33. In relation to specific items of repair to windows, the Applicant's justification document sets out her concerns and refers to rows 104, 117-118 and 123-124 in Document B. Her particular concern relates to the living room window repairs in flat 14 which she says appear to be duplicates. These are set out in lines 117-118, dated 11th July 2019 and lines 123-124 dated 16th July 2019 [38].
34. In oral evidence it became clear from Mrs Britton that two different contractors were instructed to attend the property within a week of each other, to carry out what appeared to be the same works to ease and adjust and order parts and install those to the windows. Mrs Britton could not explain why this had happened and found it to be very unusual. She explained that the usual way for works to be commissioned would follow the same pattern: a complaint was reported, Mrs Britton or one of her administration assistants would raise a works order and instruct a contractor to attend, the contractor would attend and carry out works, or if parts were required, an amendment to the works order would be requested by him and the Council would approve this. The contractor would then return to fix the parts.
35. Mrs Britton said she would look into why there had been two contractors doing what appeared to be the same works.

36. Counsel for the Council in submissions sought to argue as per the response statement paragraphs 55-56 [172-173] that this could be explained by the living room in flat 14 having three windows and that different contractors may have attended to deal with different windows.

The tribunal's decision

37. The tribunal determines that the amount payable in respect of the works orders 454486/1 and 442058/1 is reduced by 50%. The Applicant is liable for the sum of £20.77.

Reasons for the decision

38. Whilst general arguments about the level of window repairs were noted by the Tribunal, there was nothing to suggest that there had been some defect in the installation in 2007, nor that the repairs to windows were excessive. UPVC windows which were installed some 13 years earlier would be likely to exhibit a level of problems such that repairs would be required. There was no evidence that the level of repairs in general were excessive.
39. The specific issues relating to the above works orders appeared to be duplication of work to two different contractors within a week. The Council could not clarify this issue and Mrs Britton was going to investigate. Without the outcome of that investigation, it did not appear to the Tribunal to be reasonable to make a duplicate charge.
40. There was no evidence Document B to support the claim that the works related to different windows within the same flat, and even if that is the case, that would question the Council's effective management of contractors and works. This is not questioned, but only half the amount claimed is allowed.

Service charge period 2019/20: issue with entry buzzer, charges for 25.5.2019 and 11.7.2019, amount claimed £2.58

41. The applicant asserts that there was a cancelled call out for which the Council were charged, and she objects to paying this sum. She acknowledges that this is an argument for a small amount, but this is her money, and she questions whether this was a service charge item at all, or whether it has been wrongly charged under service charges.
42. The Council say that the engineer is entitled to claim his fee if he attended, even if it may have been cancelled prior to that. That there could have been many reasons why a call is cancelled, but it is not evidenced in the documentation. Finally, they say, that this is the only cancellation charged for the period, and it is not something that the Council routinely does.

The tribunal's decision

43. The tribunal determines that sum paid for the call out charge is payable by the Applicant. £2.48 is payable.

Reasons for the tribunal's decision

44. There is no evidence that the Council routinely charges leaseholders for cancelled call out charges. This is the only one for the period. The Council has to comply with their obligations under the terms of the lease, and investigating a faulty entry system would form part of their obligation.

Service charge period 2019/20: various issues relating to external charges

45. **Estate works, including electrical works:** Although this formed part of the application justification, in oral evidence the Applicant confirmed this did not form part of her claim, and that this was provided for example only.
46. **The Tribunal's decision:** As these items are no longer challenged no determination is made.

Application under s.20C Landlord and Tenant Act 1985

47. In the statement of case and at the hearing, the Applicant applied for an order under section 20C under the 1985 Act
48. Having heard the submissions from the parties, the Tribunal determines that it is just and equitable in the circumstances for an order under s.20C of the 1985 Act.
49. Whilst the Tribunal acknowledges that the sums at issue are relatively small, the Applicant is entitled to challenge service charges demanded of her. Whilst the Council did make efforts to provide responses prior to the hearing, nevertheless some important issues were only resolved during the course of the hearing.

Name: Judge D Brandler

Date: 8th May 2021

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-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day 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 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 20

- (1) Where this section applies to any qualifying works or qualifying long term agreement, the relevant contributions of tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have been either—
 - (a) complied with in relation to the works or agreement, or

- (b) dispensed with in relation to the works or agreement by (or on appeal from) the appropriate tribunal .
- (2) In this section “relevant contribution”, in relation to a tenant and any works or agreement, is the amount which he may be required under the terms of his lease to contribute (by the payment of service charges) to relevant costs incurred on carrying out the works or under the agreement.
- (3) This section applies to qualifying works if relevant costs incurred on carrying out the works exceed an appropriate amount.
- (4) The Secretary of State may by regulations provide that this section applies to a qualifying long term agreement—
 - (a) if relevant costs incurred under the agreement exceed an appropriate amount, or
 - (b) if relevant costs incurred under the agreement during a period prescribed by the regulations exceed an appropriate amount.
- (5) An appropriate amount is an amount set by regulations made by the Secretary of State; and the regulations may make provision for either or both of the following to be an appropriate amount—
 - (a) an amount prescribed by, or determined in accordance with, the regulations, and
 - (b) an amount which results in the relevant contribution of any one or more tenants being an amount prescribed by, or determined in accordance with, the regulations.
- (6) Where an appropriate amount is set by virtue of paragraph (a) of subsection (5), the amount of the relevant costs incurred on carrying out the works or under the agreement which may be taken into account in determining the relevant contributions of tenants is limited to the appropriate amount.
- (7) Where an appropriate amount is set by virtue of paragraph (b) of that subsection, the amount of the relevant contribution of the tenant, or each of the tenants, whose relevant contribution would otherwise exceed the amount prescribed by, or determined in accordance with, the regulations is limited to the amount so prescribed or determined.]

Section 20B

- (1) If any of the relevant costs taken into account in determining the amount of any service charge were incurred more than 18 months before a demand for payment of the service charge is served on the tenant, then (subject to subsection (2)), the tenant shall not be liable to pay so much of the service charge as reflects the costs so incurred.

- (2) Subsection (1) shall not apply if, within the period of 18 months beginning with the date when the relevant costs in question were incurred, the tenant was notified in writing that those costs had been incurred and that he would subsequently be required under the terms of his lease to contribute to them by the payment of a service charge.

Section 20C

- (1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a court, residential property tribunal or the Upper Tribunal, or in connection with arbitration proceedings, are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.
- (2) The application shall be made—
- (a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to a county court;
 - (aa) in the case of proceedings before a residential property tribunal, to that tribunal;
 - (b) in the case of proceedings before a residential property tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any residential property tribunal;
 - (c) in the case of proceedings before the Upper Tribunal, to the tribunal;
 - (d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to a county court.
- (3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

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.

Landlord and Tenant Act 1987

Section 47

- (1) Where any written demand is given to a tenant of premises to which this Part applies, the demand must contain the following information, namely—
 - (a) the name and address of the landlord, and
 - (b) if that address is not in England and Wales, an address in England and Wales at which notices (including notices in proceedings) may be served on the landlord by the tenant.
- (2) Where—
 - (a) a tenant of any such premises is given such a demand, but
 - (b) it does not contain any information required to be contained in it by virtue of subsection (1), then (subject to subsection (3)) any part of the amount demanded which consists of a service charge [or an administration charge] (“the relevant amount”) shall be treated for all purposes as not being due from the tenant to the landlord at any time before that information is furnished by the landlord by notice given to the tenant.
- (3) The relevant amount shall not be so treated in relation to any time when, by virtue of an order of any court [or tribunal], there is in force an appointment of a receiver or manager whose functions

include the receiving of service charges [or (as the case may be) administration charges] from the tenant.

- (4) In this section “*demand*” means a demand for rent or other sums payable to the landlord under the terms of the tenancy.

Section 48

- (1) A landlord of premises to which this Part applies shall by notice furnish the tenant with an address in England and Wales at which notices (including notices in proceedings) may be served on him by the tenant.
- (2) Where a landlord of any such premises fails to comply with subsection (1), any rent [, service charge or administration charge] otherwise due from the tenant to the landlord shall (subject to subsection (3)) be treated for all purposes as not being due from the tenant to the landlord at any time before the landlord does comply with that subsection.
- (3) Any such rent [, service charge or administration charge]¹ shall not be so treated in relation to any time when, by virtue of an order of any court [or tribunal] , there is in force an appointment of a receiver or manager whose functions include the receiving of rent [, service charges or (as the case may be) administration charges] from the tenant.

Commonhold and Leasehold Reform Act 2002

Schedule 11, paragraph 1

- (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.

Schedule 11, paragraph 2

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

Schedule 11, paragraph 5

- (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 sub-paragraph (1).