FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	**CAM/22UN/LSC/2019/0030**
Property	:	3 & 4 Mill Court, Saville Street, Walton on the Naze, Essex CO14 8PW
Applicants	**3**	Siobhan Kielty
	4	Trevor & Carolyn Wood
Respondent	:	Patricia Ashford
Type of Application	**A**	to determine reasonableness and payability of service charges for the years 2018–2019 [LTA 1985, s.27A]
	B	to determine liability to pay an administration charge or for the variation of a fixed administration charge [CLRA 2002, Sch 11]
	C	for an order limiting payment of landlord's costs by way of an administration charge [CLRA 2002, Sch 11, para 5A]
	D	for an order that the landlord's costs are not to be included in the amount of any service charge payable by the tenants [LTA 1985, s.20C]
Tribunal Members	:	G K Sinclair, S E Moll FRICS & J Francis
Date and venue of Hearing	:	Tuesday 13th August 2019 at Lifehouse Spa & Hotel, Thorpe-le-Soken, Essex
Consideration following receipt of accounts		Monday 30th September 2019 at Cambridge
Date of decision	:	5th November 2019

DECISION

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1. In this application, in which the parties all appeared in person, the applicant lessees of two of the four flats in the block ask the tribunal to determine :
   a. The reasonableness and payability of service charges in the period in question
   b. Whether they are liable to pay certain alleged administration charges for parking in the parking spaces immediately in front of the block
   c. An order limiting payment of landlord's costs by way of an administration charge, and
   d. An order that the landlord's costs are not to be included in the amount of any service charge payable by them.

2. For the reasons which follow the tribunal determines :
   a. That the applicants are each liable to pay by way of service charge the amounts set out in the table in paragraph 52 below
   b. That they are not liable to pay the alleged administration/parking charges as :
      i. Before incurring the cost of issuing a section 146 notice the lessor must first obtain a declaration from the appropriate tribunal that the lessee has breached a covenant or obligation of the lease. This was not done in this case, so the cost of the notice is irrecoverable
      ii. The tribunal is satisfied that the right to park is appurtenant to the property demised in the applicants' respective leases, so by parking there the applicants are not committing any breach of covenant
      iii. The lease makes no provision for imposing any such charges for breach of covenant
      iv. Schedule 11 to the Commonhold and Leasehold Reform Act 2002 does not provide a freestanding entitlement to levy administration charges where none are provided for in the lease
   c. As the applicants substantially won the case, the respondent appeared in person, and the lease makes no provision for their recovery, the lessor may not claim any of her legal costs of and occasioned by this application from the applicants
   d. For largely the same reasons any costs incurred by the respondent lessor in connection with this application shall not be taken into account in the calculation of the service charges payable by the applicants in this or any future accounting period.

Background

3. The subject premises comprise a modern purpose-built block of four flats; two on the ground floor and two on the first floor. The building was constructed by the respondent lessor's father, and he managed the tenancies until no longer able to do so. As the block was to be erected adjoining a narrow residential road the local planning authority imposed a condition that off-street parking be provided

for occupiers of the flats. After she acquired the block the respondent sought to persuade the local planning authority to grant her a certificate of lawfulness of existing use or development ("CLEUD") of the front courtyard for purposes other than parking (effectively a certificate of existing non-use of it as a car park), but following receipt of evidence from past lessees of some of the flats that they had in fact parked there – and been told by the respondent's father if they were parking otherwise than in the space he intended for them – Tendring District Council dismissed her application.

4. Despite this the applicant continues to challenge the applicants' right to park in the front courtyard and has sought to impose charges for parking without her permission. Accusing her of a controlling and secretive approach to managing the property, eg by insisting on personally approving any change of carpet or light fitting within each flat, and of seeking to pass on unreasonable and unexplained costs by way of service charge, the lessees of the upper floor flats have brought this multi-part application.

The leases

5. The applicants' leases, granted for a term of 99 years from 24th June 1985 – and thus with a current unexpired term of less than 65 years, are each worded in similar terms :
   3 dated 26th September 1986 : D Spencer & others to J F Spencer
   4 dated 10th October 1986 : D Spencer & others to Mrs H M Melson

6. By clause 1 (a) & (b) "the said land" is defined as "the land situate in Saville Street Walton-on-the-Naze Essex for the purpose of identification only edged brown on the site plan annexed" and "the building" as "the building known as Mill Court comprising 4 flats erected on the said land."

7. By clause 2 the lessor demises the flat forming part of the building (as identified on the plan) together with the easements rights and privileges specified in the Second Schedule, but except and reserving the rights specified in the Third Schedule. In addition to the ground rent which escalates every 25 years the tenant must pay by way of additional rent a yearly sum which the lessor may expend upon insuring the premises, plus a service charge contribution covering one fourth part of the lessor's expenses incurred in respect of the matters set out in the Fourth Schedule (other than the insurance of the premises) :
   > ...together with a further sum equal to 10% of the yearly amount payable by the tenant for administrative expenses.

8. These additional rents are deemed to accrue from day to day and are to be paid once a year or at such other time or times during the year as the lessor shall decide. They are payable on demand and without any deduction. Apart from an initial payment of £250 on the execution of the lease, to be held by the lessor "at all times as a fund to meet in advance the expenditure incurred by the lessor" there is no real mechanism for payment at set dates in advance plus end of year balancing charge, or for the maintenance of a reserve or sinking fund.

9. The tenant's covenants with the lessor to pay both rent and additional rent appear in clause 3, as do the usual covenants to give notice in writing with the details of any transfer, assignment, etc and to pay a fee (in this case £15 plus

VAT) for registration of such notice, and to pay the lessor's costs charges and expenses incurred in or in contemplation of any proceedings in respect of the lease under sections 146 or 147 of the Law of Property Act 1925.

10. In clause 4 the tenant covenants with the lessor and with every other tenant, *inter alia* :

(1) ...well and substantially to repair cleanse maintain and uphold and keep in repair the premises and the lessor's fixtures and equipment therein including any room and water heaters pipe and taps ventilators and other apparatus for the supply or control of heating and hot water and all kitchen cabinets sinks cisterns hand washing basin taps and sanitary apparatus whatsoever and as occasion requires to clean and keep all windows in good order and condition.

...

(4) Not to make or permit or suffer to be made any alteration in or addition to the construction or arrangement of the premises or any part thereof nor to add to or alter any of the lessor's fixtures and fittings therein from time to time thereon and not to affix or attach to the exterior of the premises anything whatsoever.

...

(7) At all times during the term to observe the regulations specified in the First Schedule hereto.

11. Amongst the various regulations appearing in the First Schedule are :

(9) That the tenant will make every endeavour at all times to avoid the transmission of noise from the flat and in particular will cover and keep covered with carpet and underfelt *or other similar material approved by the lessor* in good condition all the floors of the flat except any kitchen bathroom and toilet.

(14) That no car or other vehicle shall be parked on the said land *so as to obstruct or inconvenience* other tenants or trades-people or other persons making deliveries or collections form the building. *[emphasis added]*

12. The easement mentioned in the Second Schedule which is most relevant to this enquiry is :

(3) The right to use (in common as aforesaid) the private roads and paths leading to the building from Saville Street for domestic and recreation purposes only but not for any purpose likely to cause offence or to constitute a nuisance to other tenants.

Material statutory provisions

13. Section 18 of the Landlord and Tenant Act 1985 defines the expression "service charge", for the tribunal's purposes, as :

> 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...

14. The overall amount payable as a service charge continues to be governed by section 19, which limits relevant costs :

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.

15. The tribunal's powers to determine whether an amount by way of service charge is payable and, if so, by whom, to whom, how much, when and the manner of payment are set out in section 27A of the Landlord and Tenant Act 1985. The first step in finding answers to these questions is for the tribunal to consider the exact wording of the relevant provisions in the lease. If the lease does not say that the cost of an item may be recovered then usually the tribunal need go no further. The statutory provisions in the 1985 Act, there to ameliorate the full rigour of the lease, need not then come into play.

16. Since 1st October 2007 section 21B of the 1985 Act provides that a demand for the payment of a service charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to service charges. The content of that summary is prescribed by the Service Charges (Summary of Rights and Obligations, and Transitional Provision) (England) Regulations 2007.[1] The document must contain the prescribed heading and text and must be legible in a typewritten or printed form of at least 10 point.[2] There are similar provisions governing demands for payment of administration charges.

17. The tribunal's jurisdiction to determine the reasonableness and payability of administration charges and to vary leases accordingly is governed by section 158 of and Schedule 11 to the Commonhold and Leasehold Reform Act 2002. Not everybody payment required under a lease falls within the tribunal's jurisdiction, with paragraph 1(1) stating that :

> 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.

18. Section 168 of the Commonhold and Leasehold Reform Act 2002 provides that a landlord under a long lease of a dwelling may not serve a notice under section 146(1) of the Law of Property Act 1925 (restriction on forfeiture) in respect of a breach by a tenant of a covenant or condition in the lease unless it has been finally determined on such an application to the tribunal by a landlord that the breach has occurred, or the tenant has admitted the breach, or a court in any proceedings, or an arbitral tribunal in proceedings pursuant to a post-dispute

1 SI 2007/1257

2 *Op cit*, reg 3

arbitration agreement, has finally determined that the breach has occurred.

19. By the more recently introduced paragraph 5A 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 incurred in proceedings before it, whereupon the court or tribunal may tribunal may make whatever order on the application it considers to be just and equitable.

20. Finally, by section 20C of the Landlord and Tenant Act 1985 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 or 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.

Inspection and hearing

21. The tribunal inspected the exterior of the building, the internal common staircase and part of the interior of the flat 3 at 10:00 on the morning of the hearing. Also present were the parties.

22. The first thing noted was that the damaged low brick boundary wall by the street had been replaced by a new low wall topped by a small artificial box or evergreen hedge on either side of a central vehicular entrance. To the left, viewed from the road, a low brick boundary wall appears from its construction to belong to the adjoining premises. To the right is a low post and panel fence separating the site from a public footpath running down the righthand side and, at a higher level, along the rear of and overlooking the rear gardens of the ground floor flats by the embankment between the property and the tidal Walton Mere immediately to its west.

23. The building is of brick construction under a slate or artificial slate roof. There are two flats at ground level and two above, with a central entrance porch and doorway leading to the stairs up to the first floor flats. The ground floor flats each have their own private entrance door at their side of the building. What was immediately obvious was that new grey metal framed double glazed windows had been installed at flats 1, 3 and 4 (and a new front entrance door for flats 3 and 4) but not for flat 2. The rear garden of flat 2 was also very unkempt. The papers revealed that the lessor was in dispute with that tenant, and evidently had been for some time.

24. The tribunal was invited into flat 3 to view a ceiling light fitting which the lessor had accused the tenant of installing without her consent, and the respondent was insistent upon entering so that she could also inspect a bathroom extractor fan that the tenant did agree she had replaced because the previous one had broken and no longer worked.

25. Between the new front boundary structure and the building is a courtyard, with light and dark grey paving tiles laid in chequerboard fashion the width of the central vehicular entrance to the front porch. To either side single rows of grey tiles separate concrete slabs laid to indicate parking spaces : three on each side,

although that nearest the street to front right was seen to be in use as storage space for refuse bins.

26. At the hearing the tribunal had before it a lever arch file of documents. Some documents, but not each page, bore numbers. In addition, to answer a point not actually raised by the applicants, the respondent lessor had emailed the tribunal with copies of the required statutory summaries which she said had accompanied each demand for payment.

27. At section 4 of the hearing bundle, in compliance with directions issued by the tribunal, were two Scott Schedules – one for each flat. As both were substantially similar, but as Mr Wood spoke for both flats and each item in his schedule for flat 4 had a number attached, the tribunal approached the case by addressing the items listed in document 4.2.

28. The hearing began with a discussion about the terms of the lease, how and when service charges were payable, and of the nature of administration charges. The respondent seemed to think that the 10% she could charge on top of amounts that she incurred in providing the services was an administration fee (as the provision in clause 2 of the lease referred to "administrative expenses"), but the tribunal explained that this amount was in fact recoverable as part of the service charge.

29. The respondent, asked the basis for her alleged entitlement to administration fees or charges, first sought to rely upon paragraph 9 of the Fourth Schedule (which entitles the lessor to do all matters and things as may in her reasonable discretion be necessary or desirable for the maintenance or management of the building, including the appointment of managing or other agents, etc). When told that this provision did not assist she then fell back on Schedule 11 to the 2002 Act. Again she was told that this did not help her, as the Act is intended to moderate fees or charges already mentioned in the lease; it did not make freestanding provision for new charges that a lessor might want to impose but which were not already in the lease.

30. The tribunal took the respondent through paragraph 1(1) and the four types of administration charge to which the Act applied, pointing out that the lease made provision only for recovery in the case of section 146 and interest on arrears. The respondent disagreed.

31. The next subject for discussion was the respondent's letter dated 18th September 2018 to Ms Kielty in flat 3 [document 78 in section 6 of the bundle]. This raised four points :
    a. Her failure to provide the lessor with a full copy of a charge notice, having taken out a mortgage.
    b. Her failure (for three months) to provide samples/information about the floor covering in the flat that had been changed without her approval. She wanted a swatch of the new carpet and underlay and their specification so that she could decide whether or not to grant approval.
    c. Information concerning the alteration of the light in the main living room (having previously asked for a photograph of the light, details of the electrician who had installed it, a photograph of it restored to its original state, and payment of a £50 fee).

d. A photograph of the new fan in the bathroom, the make and model of the unit, and contact details of the electrician who had supplied and fitted it.

32. Ms Kielty confirmed that the light fitting was the one installed in the flat when she purchased, and she had not changed it. She agreed that she had altered the broken fan in the bathroom, but it was on a like for like basis. The tribunal drew the respondent's attention to paragraph 9 in the regulations, explaining that her approval of a proposed floor covering was required only for some "other similar material" if the tenant wanted something other than carpet and underlay. It was not for her to approve the style or colour of the tenant's carpets.

33. Ms Kielty not having complied, on 28th September 2018 the respondent wrote to her [document 79] again, the letter this time being headed "Final Notice before possession proceedings commenced". She attempted to rely on three alleged breaches :
a. Not providing the charge notice : clause 3(8)
b. Changing the floor covering without the lessor's approval : Sch 1, para 9
c. Alteration of the light in the sitting room : clause 4(4).

34. On 11th October 2018 Ms Kielty wrote back, denying that she had admitted any breaches and saying that she was in the process of clarifying what payments were legitimately outstanding. On 28th October the respondent served a section 146 notice upon her. She rejected it, stating that she had been advised that the notice was invalid, and asked for a copy of the service charge accounts for the building.

35. The hearing then turned to a new subject : a Chawton Hall survey referred to in an invoice in relation to a mysterious "flat X." (This was the result of the lessor's misguided desire to comply with Data Protection principles, yet it was obvious to all concerned that this could refer only to flat 2). The applicants wanted to know to what the survey related, and how it relates to the services to be provided under Schedule 4 to the lease for the benefit – and at the expense - of the tenants under their service charge.

36. The respondent stated that this was in the service charge schedule for 2017. The building survey was of the building, but she had also asked the surveyor to visit one of the flats to assess its condition. The tribunal queried how this aspect was something for which the tenants as a whole, rather than the defaulting tenant of that flat, should be responsible. Asked about the nature of his instructions, the respondent admitted that she had not provided the surveyor with a copy of the lease, so he was unable to prepare a schedule of breach after his inspection. A schedule of condition was not produced or shown to lessees, so the tribunal queried whether it was a proper survey under the right of entry in the lease.

37. Turning to the Scott Schedule at 4.2, the tribunal noted that a number of items such as postage, etc were included, yet an additional 10% was allowed for the lessor's administrative expenses. When Mr Wood queried why postage costs and delay could not both be avoided by sending demands, service charge budgets and accounts, etc to the tenants by email Ms Ashford flatly refused. She also explained that many periodic inspections, etc were carried out by a company of which she was sole director and shareholder. This was in order that any VAT paid was recoverable by the company, which was VAT-registered. As an

individual she was not able to deduct VAT. She stated that this was not a sham and the use of a company was legitimate, citing *MacGregor v B M Samuels Finance Group*.[3] The company also charged £350 for preparation of the accounts for the year ending 24th June 2017.

38. The respondent also stated that :
    a. she was not charging flat 2, as she was pursuing the tenant for breach of covenant, and
    b. the lease allows her to determine into whichever year she wants to put expenditure items.

39. Section 8 of the bundle, headed "Service charge accounts", contained versions 2 and 3 of a budget service charge account for the year 2018/19 and various demands issued between June 2018 ad March 2019. However, concerned that the year end for 2018-19 had long passed yet the applicants still had not seen the service charge accounts for this and the previous year (the two years in dispute – although demands were issued more randomly than that), the tribunal ordered the respondent to produce them within two weeks, and that the applicants file any observations upon them within a further two weeks.

40. A service charge income and expenditure account for the year ending 23rd June 2019 was duly filed and served. It was accompanied by a budget for the current 2019/20 service charge year. No accounts for the year ended June 2018 were filed or served. Mr & Mrs Wood submitted their comments on the documents provided on 26th August 2019.

41. Due to diary clashes the tribunal was not able to meet and reach a determination for many weeks. This is the outcome of its deliberations.

Discussion and findings

42. Much of the dispute between the parties concerned parking, and Ms Ashford's determination to impose parking fees because she was convinced that tenants had no right to park there for free. She was also keen to insist upon permission being sought for alterations, even of a minor nature, and to impose fees for what she regarded as breaches. Although she instructed solicitors Tolhurst Fisher in connection with this case that was only on a very limited basis, and rather late in the day. As stated above, the respondent appeared in person at the hearing and showed an unwillingness to accept the tribunal's observations on the issue whether she could seek to impose administration charges based on statute, even when the lease made only very limited provision for doing so.

43. The tribunal is satisfied that the lessor has no right to impose administration charges for breaches of covenant other than those incurred in or in contemplation of valid section 146 proceedings, for the grant of authorisation or consent, and interest on arrears. She cannot therefore impose parking fees for tenants parking in the front courtyard, even if that were unlawful.

44. However, based on the evidence put before it, the tribunal is satisfied that :
    a. The on-site parking was deliberately provided for use by occupants of the

[3] [2013] UKUT 0471 (LC)

flats in response to a condition imposed by Tendring District Council when granting planning permission in September 1985

b. The respondent's father, when freeholder, would direct tenants to park in specific spaces in the front courtyard – and never disputed their right to do so

c. Paragraph 14 in the regulations in the First Schedule directs only that no car or van shall be parked on the land in such a way as to obstruct or inconvenience other tenants, etc

d. The respondent failed, in 2018, to provide sufficient and precise evidence to the local planning authority to demonstrate that condition 3 of the planning permission concerning provision of on-site parking had been breached for at least ten years.

45. On that basis the tribunal is satisfied that the right to park is a right appurtenant to each demise (save for flat 1, where the right to park in an identified space is expressly included in the demise). It cannot therefore be a breach to park unless undertaken in such a careless manner as to obstruct or inconvenience others. Parking neatly in one of the marked spaces should not cause such a problem.

46. It is not a breach of covenant to change the carpet and underlay without seeking permission from the lessor. It is not for her to determine the style or colour of carpet, but she may legitimately satisfy herself that some proposed alternative floor covering is suitable as a means of effective sound insulation.

47. Is the ceiling light a landlord's fixture, as the lessor seems to think? In the case of *Botham v TSB plc*[4] the Court of Appeal (Scott V-C & Roch LJ) held that light fittings in a flat that were not merely lamp shades but lights attached to walls and ceilings were (with the exception of two light fittings recessed into ceilings, which were conceded to be fixtures) held to be chattels and not fixtures. On the facts of this case the light fitting in question is a chattel, and the tribunal accepts Ms Kielty's evidence that it was there when she took an assignment of the lease. She is therefore not in breach of covenant.

48. Having inspected the bathroom extractor fan Ms Ashford appeared to accept that it was a straightforward like for like replacement of the broken fan, and nothing more was said of it at the hearing.

49. Even were Ms Kielty to have been in breach of covenant, in the absence of her admitting or a tribunal determining that she had breached a condition of her lease it was premature for the lessor to have served a section 146 notice upon her, and the cost of doing so is not recoverable.

50. The tribunal now turns to the issue of reasonableness and payability of service charges. It notes that despite being ordered to do so the respondent has failed to produce a copy of the service charge account for the year 2017–18, and that Mr Wood comments that notes 5 & 6 to the 2018–19 statement of account mention two figures moved to an earlier period. Without seeing the 2017–18 statement the accuracy of this cannot be verified.

[4] [1996] EGCS 149; referred to in *Dilapidations : The Modern Law and Practice* by Dowding & Reynolds (6th ed – 2018) at 25–17

51. The tribunal notes that, as is often the case, tenants tend to believe that there is little work involved in managing property, and that it can be done much more cheaply. By contrast, with a four flat modern building where there is no lift and only two flats share a common entrance the amount of work involved is minimal. Despite this the lessor, directly or through her own management company, has sought to make a meal of the job and pass on costs of over-regular inspections and fire and health and safety checks where the only internal common parts are a porch and staircase.

52. Turning to the schedule at 4.2, summarised below, the tribunal determines that the following amounts are or are not payable :

	Item	Cost (1/4)	Allowed	Tribunal comments
1	Legal fees	£77.00	£77.00	Allowed as incidental to management, subject to adjustment if recovered from defaulting tenant
2	Security (door entry system for all flats)	£112.50	£112.50	Allowed only because agreed by predecessors
3	Chawton Hall survey	£270.00	£270.00	Fee reasonable, and survey included whole building. However, instructions re possible flat 2 breach were poor
4	Petty cash	£45.96	£0.00	Disallowed. Unexplained, and should be covered by 10% admin expenses uplift
5	Repairs & maintenance	£25.25	£25.25	Reasonable
6	Minor works	£33.50	£33.50	Reasonable
7	Compliance	£62.50	£0.00	Not explained. Disallow
8	Petty cash	£40.44	£0.00	Disallow (as in 4 above)
9	Legal fees	£258.75	£0.00	Withdrawn
10	Office costs	£7.25	£0.00	Disallow (as in 4 above)
11	Repairs & maintenance	£18.75	£18.75	Reasonable
12	Compliance & related	£40.00	£0.00	Not explained. Disallow
13	General expenses	£2.91	£0.00	Disallow (as in 4 above)
14	Record keeping	£70.00	£0.00	Disallow (as in 4 above)
15	Grounds maintenance	£35.00	£35.00	Reasonable
16	Compliance & related	£17.50	£0.00	Not explained. Disallow
17	Record keeping	£7.00	£0.00	Disallow (as in 4 above)

	Item	Cost (1/4)	Allowed	
18	General expenses	£16.45	£0.00	Postage, etc disallowed
19	Admin charge (10%) (Demand SC5 @ 8.5)	£54.42	£45.95	Service charge. No detail provided, but allowed on basis of allowing 1–3 above
20	Admin charge (10%) (Demand SC6 @ 8.6)	£42.90	£5.88	Service charge. Allowed on basis of 5 & 6 above
21	Admin charge (10%) (Demand SC7 @ 8.7)	£13.17	£1.88	Service charge. Allowed for 11 above
22	Admin charge (10%) (Demand SC8 @ 8.8)	£7.59	£3.50	Service charge. Allowed for 15 above
23	Parking breach	£45.00	£0.00	No breach (and lease does not entitle lessor to charge a breach fee)
24	Parking breach	£135.00	£0.00	Disallow (as 23 above)
25	Admin charge for responding to tenant emails & letters	£233.00	£0.00	Disallow. Not permitted by lease
26	Admin charge for pursuing tenant for alleged arrears	£65.00	£0.00	Disallow. Not permitted by lease
27	Admin charge for responding to emails & letters, and to tenant's solicitor	£207.64	£0.00	Disallow. Not permitted by lease
28	Cleaning	£10.50	£10.50	Reasonable
29	Compliance & related	£10.00	£0.00	Disallow
30	Record keeping	£21.00	£0.00	Disallow (as in 4 above)
31	Accounts	£87.50	£0.00	No accounts provided
32	Cleaning	£5.00	£5.00	Reasonable
33	Compliance & related	£28.75	£0.00	Disallow
34	Record keeping	£14.00	£0.00	Disallow (as in 4 above)
35	General expenses	£1.05	£0.00	Disallow (as in 4 above)
36	Admin charge (10%) (Demand SC9 @ 8.9)	£12.90	£1.05	Service charge. Allowed for 28
37	Admin charge (10%) (Demand SC10 @ 8.10)	£8.87	£0.50	Service charge. Allowed for 32

	Item	Cost (1/4)	Allowed	
38	Admin charge for writing letter, etc	£77.11	£0.00	Disallow
39	Admin charge (various items)	£101.39	£0.00	Disallow

53. As the applicants substantially won the case, the respondent appeared in person, and the lease makes no provision for their recovery, the lessor may not claim any of her legal costs of and occasioned by this application from these applicants and the tribunal makes a determination under paragraph 5A of Schedule 11 to the 2002 Act to that effect.

54. For largely the same reasons, pursuant to section 20C of the 1985 Act any costs incurred by the respondent lessor in connection with this application shall not be taken into account in the calculation of service charges payable by the applicants in this or any future accounting period.

Dated 5th November 2019

Graham Sinclair
First-tier Tribunal Judge