



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

**Case reference** : **LON/00BJ/LBC/2019/0065**

**Property** : **278a Queenstown Road, London,  
SW8 4LT**

**Applicant** : **IASA London Ltd**

**Representative** : **Mr. John Richmond-Scott, Director  
IASA London Ltd**

**Respondent** : **Regis Group (Nationwide) Ltd**

**Representative** : **David Bland, In-house Solicitor**

**Type of application** : **For the determination of the  
reasonableness of and the liability  
to pay a service charge**

**Tribunal members** : **Tribunal Judge Mullin  
Mr Taylor FRICS**

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

**Date of decision** : **2<sup>nd</sup> December 2019**

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**DECISION**

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### **Decisions of the tribunal**

- (1) The Tribunal determines that the Respondent has breached the lease as set out below.**
- (2) The Tribunal determines that the Respondent shall pay the Claimants costs of this application summarily assessed at £3,253.93 within 14 days of the receipt of this decision.**

### **The application**

1. The Applicant seeks a determination that a breach of covenant or condition in the lease has occurred pursuant to s.168 of the Commonhold and Leasehold Reform Act 2002.

### **The inspection**

2. The Tribunal inspected the Property prior to the commencement of the hearing accompanied by the Parties' representatives and their surveyors.

### **The hearing**

3. The Applicant appeared in person and the Respondent was represented by their in-house solicitor, Mr. Bland.

### **The background**

4. The property which is the subject of this application is a residential flat above a former a bank which has now been converted into a restaurant. It is in the Battersea Park conservation area.
5. The Respondent holds a long lease of the property. The Applicant is the landlord and freeholder.

### **The issues**

6. The issues for the tribunal are identified in the Application at part 5. The issues are whether the Respondent has breached the various clauses of the lease identified in that section in the ways alleged.
7. Having heard evidence and submissions from the parties and considered all of the documents provided, the tribunal has made determinations on the various issues as follows.

## **Breaches of the lease**

8. The lease is set out in full at pages 33 – 77 of the Applicant’s bundle. The following breaches are alleged.
9. *Clause 6(a)* The Applicant alleges that the Respondent has carried out works in breach of other clauses of the lease and that these have led to a deterioration in the condition of the property. This breach was pleaded without the Applicant having had the benefit of an inspection of the property. The Respondent alleged there was no breach, there was no issue with the state of repair of the property and no evidence of structural harm.
10. The Tribunal is not satisfied there has been a breach of this clause. The property appeared at inspection to be in a reasonable condition and to be in reasonable repair. To the extent there has been structural movement in the property there is no evidence upon which to base a finding that the movement was caused by the works carried out by the Respondent. Accordingly, there has been no breach of this clause.
11. *Clause 6.4(a)* The Applicant alleges that the works carried out by the Respondent in breach of other clauses of the lease have caused waste at the property. The Respondent contends that this is not a case of waste. The new walls do not create wasted space, on the contrary, they add value to the property.
12. The Tribunal is not satisfied there has been a breach of this clause. There was no evidence of any waste, space or otherwise, at the property.
13. *Clause 6.4(b)* the Applicant alleges that the Respondent has made structural additions to the Premises by raising a new internal wall and creating a new bathroom. The Respondent submitted that given the wall is not load bearing and “could be taken down” it did not form part of the structure of the property.
14. The Tribunal is satisfied that the addition of an entirely new internal wall and the extension of an existing internal wall amount to structural additions. With respect to the Respondent, if works of this nature are not structural, it begs the question of what would be required for an addition to become structural? The submission is simply unsustainable.
15. The Tribunal considers that internal walls which delineate different rooms within a property are part of the structure of property in an entirely common-sense way; they give the property its essential shape and appearance and are a significant element in the overall construction property.

16. The Respondent has erected an entirely new internal wall and extended at least one existing internal wall. They have therefore made structural additions to the property and have breached clause 6.4(b) of the lease in doing so.
17. *Clause 6.4(d)(e)(f)* The Applicant alleges that the Respondent has breached these clauses by installing central heating at the property, installing a new boiler flue to the front elevation facing Battersea Park Road and by creating a new bathroom on the 1<sup>st</sup> floor of the property (2<sup>nd</sup> floor of the building). This is alleged to have been a breach of clause 6.4(e) of the lease because building control approval would have been required for the new bathroom and planning approval for the installation of the new flue (given that the property is in a conservation area). It is further alleged to be a breach of clause 6.4(f) of the lease because installing the new bathroom and central heating would have required connecting into or affecting the conduits (which are defined in the lease as including *inter alia* all pipes, sewers, drains, mains, wires, cables, flues) which serve the property and the Applicant had not given its approval of any specifications and plans as none were put forward by the Respondent.
18. The Respondent asserts, at paragraph 19 of Mr. Bland's witness statement, that there was no requirement to seek planning or building control approval for the works. The Respondent has not provided any evidence for this assertion. The Respondent accepts that if it did not have the Applicant's approval to connect into the conduits it would be in breach of the lease.
19. The Tribunal considers that the Respondent has clearly breached these clauses. In the Tribunal's experience as an expert tribunal, building control approval is a virtually inevitable requirement when installing a bathroom in a room in which there was no bathroom previously. This will be to ensure that the room will have adequate ventilation and drainage and meet requirements in respect of structural stability, electrical and fire safety.
20. Further, the Respondent accepts it has installed a new boiler flue to the front elevation of the building. The parties disagree about whether there was an older flue in the same location but we are not required to decide that matter to reach a determination. The Applicant has put into evidence a document entitled "Battersea Park Conservation Area Appraisal & Management Strategy 2014" published on the London Borough of Wandsworth's website (LB Wandsworth being the relevant planning authority for the property). This document makes clear at point 3.5 that the "installation, alteration or replacement of a [...] flue" requires an application for planning permission. It is common ground that the Respondent has made no such application. Whether there was an existing flue doesn't make any difference, either the new flue was

“installed” or it was a replacement, in either case planning permission was required.

21. The Tribunal find that on the balance of probabilities that both planning permission and building control approval was required for these works. The Respondent accepts it did not obtain those approvals and thus it has breached clause 6.4(e) of the lease.
22. In relation to clause 6.4(f) the Respondent alleges that an email of 8<sup>th</sup> July 2016 (p77 of the bundle) from the Applicant to the Respondent amounts to a sufficient approval for the purposes of clause 6.4(f). The Tribunal disagrees. Any approval or consent in the email was clearly made subject to conditions that the Respondent was to provide details and specifications of any new plumbing or electrics and building control approval in advance of the works. It is common ground that no such specifications were ever provided. The Respondent has therefore breached clause 6.4(f) of the lease.
23. *Clause 6.5(a)* for the same reasons as set out above the Tribunal determines that the Respondent has breached this clause of the lease. The installation/replacement of the new flue without an application for planning permission is a breach of planning control.
24. *Clause 6.6* the Applicant avers that it has requested that it be provided with documents and evidence regarding the works so that it could satisfy itself that the lease had been complied with. In an email dated 1<sup>st</sup> June 2018 (p79 of the bundle) the Applicant sought “full details” of the works carried so that it could make a determination as to whether there had been a breach of the lease. It is common ground no such details were ever provided. In a further email dated 21<sup>st</sup> May 2019 (p83 of the bundle) a request was made to inspect the property for the same reason. For whatever reason access was not provided for an inspection until the date of the hearing.
25. The Respondent does not deal with this allegation in its evidence.
26. The Tribunal determines that the Respondent has breached this clause of the lease. The Applicant made a clear request for documents or evidence in relation to its well-founded suspicion that there had been a breach of the lease and this evidence was never provided to the Applicant.
27. We pause here to note that it is remarkable that even on this application the Respondent has failed to provide any detailed evidence about the work carried out at the property. This was a substantial renovation of the property including: altering the layout, the installation of an entirely new central heating system (where there was no central heating previously) and the addition of an entirely new

bathroom. Mr. Bland told us this was carried out by an external firm of contractors. It simply beggars belief that it has not been possible to provide some evidence of the plans, invoices and specifications that must inevitably have been generated in the course of this project.

28. *Clause 6.8(a)* for the same reasons as set out above the Tribunal Determines that the Respondent has breached this clause of the lease. The installation/replacement of the new flue without an application for planning permission is a breach of planning control. Further the installation of the new bathroom required building control approval.
29. *Clause 6.8(b)* during the course of the hearing the Applicant indicated he no longer wished to pursue this allegation of breach.
30. *Clause 6.8(c)* for the same reasons as set out above the Tribunal determines that the Respondent has breached this clause of the lease. The installation/replacement of the new flue without an application for planning permission is a breach of planning control. Further the installation of the new bathroom required building control approval.
31. *Clause 6.9* the Applicant alleges that the Respondent has not permitted it to enter the property for inspection. The Respondent stated in the hearing that it has never refused access and that it has not wanted to disturb its tenants.
32. The Applicant, entirely reasonably, requested access on 21<sup>st</sup> May 2019. The Tribunal determines, having considered the relevant email correspondence, that whilst permission to enter the property has not been refused outright, the Respondent has dragged its feet and has been obstructive. The Tribunal notes that the obligation in the lease is a positive one, i.e. the Respondent must permit access. The Tribunal further notes that clause 2.59 of the tenancy agreement requires the Tenants to permit the Respondent to inspect the Property on 24 hours written notice.
33. The Respondent had failed, until the day of the hearing, to permit access. Whilst there is no time limit in the lease for allowing access, it follows that it must be within a reasonable time of the request. A delay of more than 5 months is clearly unreasonable. The Respondent has therefore breached this clause of the lease by failing to permit the Applicant to inspect the property within a reasonable time of its request to do so.
34. *Clause 6.10* the Applicant alleges that the Respondent has let the property otherwise than under a Permitted Tenancy as defined in the lease.

35. The Respondent provided the tenancy agreement for the first time in the course of the proceedings shortly before the hearing; this is despite the Applicant having entirely reasonably requested it at least as early as 1<sup>st</sup> June 2018.
36. Having considered the tenancy agreement the Tribunal finds that it is a 'Permitted Tenancy'. It is a fixed term assured shorthold tenancy (so the tenants have no, or very limited, security of tenure) for a period of 12 months. We also determine that the underletting under the tenancy agreement is a Permitted Use (as defined in clause 1 of the lease). The whole of the property is let as a single demise, with all four tenants being joint tenants of the whole of the property and jointly and severally liable for the rent.
37. The Tribunal there for determines that the Respondent has not breached Clause 6.10 of the lease.
38. *Clause 6.11* during the course of the hearing the Applicant indicated he no longer wished to pursue this allegation of breach.
39. *Clause 6.14* during the course of the hearing the Respondent admitted that it had breached this clause by drilling into the un-demised exterior wall of the property and installing a new escape valve from the new boiler.
40. *Clause 6.19* given the Tribunals findings in relation to the Respondent's breach of clauses 6.6 & 6.9, which confer rights upon the Applicant, the Respondent is also therefore in breach of this clause by virtue of failing to permit access to the property and failing to provided the documents and evidence requested by the Applicant.
41. *Clause 6.20* The Applicant's case on this issue does not specify which **E**ncumbrance it is alleged has not been performed. The Respondent's evidence similarly does not deal with this allegation and the Parties made no submissions on it at the hearing. Accordingly the Tribunal finds there is insufficient evidence to establish any breach of this clause of the lease.

### **Costs**

42. At the end of the hearing the Tribunal indicated to the Respondent that it was minded to make and order, on its own initiative, that the Respondent pay the Applicants costs of the application **P**ursuant to Rule 13 of the First Tier Tribunal (Property Chamber) Procedure rules as it considered the Respondent to have acted unreasonably in defending the proceedings.

43. The Tribunal invited submissions from the parties in writing, the Applicant's as to the quantum of its costs by the 11<sup>th</sup> November 2019 and the Respondent's response by the 25<sup>th</sup> November 2019.
44. The Tribunal received submissions from the Applicant on 11<sup>th</sup> November 2019 claiming £3459.35.
45. The Tribunal received submissions from the Respondent on 26<sup>th</sup> November 2019, a day late. They have none the less been considered on their merits.
46. Candidly, the Respondent has conceded that it has behaved unreasonably. Its submissions state at paragraph 3: "with hindsight there was an unreasonable reliance on correspondence from the Applicant at the time of the works".
47. The Tribunal determines that this is not the full extent of the Respondent's unreasonably behaviour. The tribunal determines that there were clear and unambiguous breaches of the terms of the lease by the Respondent and these should have been admitted at a much earlier stage, the Respondent has put the Applicant and the Tribunal to the trouble cost of determining these breaches when there was no defence to them. In doing so it acted unreasonably.
48. Further the Respondent's submission that erecting a new internal wall was not 'structural' work is, with respect, absurd. By pursuing that argument, it acted unreasonably. It did not need to wait for the inspection to realise the absurdity of that argument as appears to be suggested at paragraph 5 of its costs submissions, it had floor plans that showed the structural changes at a much earlier date. In any event it pursued this line of argument at the hearing after the inspection.
49. Further, by failing to produce any evidence of the kind referred to in paragraph 27 of this decision the Respondent acted unreasonably. The Respondent is under a duty, pursuant to Rule 3 to assist the tribunal to further the overriding objective. Whilst the Tribunal accepts that the relevant officer of the company at the time the works were carried out no longer works for the company, the Respondent has provided no adequate explanation for why it nevertheless had no proper records or had not obtained these documents from its contractors and put them into evidence.
50. The Tribunal finds that the Respondent has acted unreasonably and that there should be an order for costs in favour of the Applicant. In any event, the Respondent accepts it has behaved unreasonably and it should be liable for costs, but disputes quantum.



51. The Tribunal summarily assesses the costs sought by the Applicant as follows.
52. *Solicitors Fees* – The tribunal notes that the Applicant represented itself at the hearing and that there was no solicitor on the record for the application. However, the applicant has produced a fee note from a Mr. Goldsmith, Solicitor, addressed to the Applicant for the sum of £1540. The fee note states that Mr. Goldsmith has provided advice on the subject matter of these proceedings and on the issue of the proceedings themselves. The tribunal has no reason to suspect the fee note is not genuine or does not relate to matters it is stated to relate to. It is perfectly reasonable for the applicant to seek advice on such matters but to go on to represent itself on the application. These costs are therefore awarded in full.
53. *Application preparation time* – The Applicant claims £960 for 72 hours preparation time. This equates to an hourly rate of £13.33 which is below the normal litigant in person rate of £19 per hour. The Tribunal considers that £960 should be awarded in full. This was a matter that was pursued all the way up to a contested hearing and neither the time spent (considering the long list of activities in the applicant’s costs submissions at paragraph 2) nor the rate claimed are excessive.
54. *Tribunal fees* – The Respondent does not dispute the tribunal fees of £300 and so they are awarded in full.
55. *Surveyors fees* – The Applicant seeks £300 for surveyor’s fees. This relates to the attendance of a surveyor at the inspection. The Respondent suggests this is unreasonable as no report was provided and there was no direction for expert evidence. The Tribunal considers that given that the subject matter of the application concerned whether the works carried out but the Respondent were ‘structural’ or not, it was reasonable for the Applicant to be attended by a surveyor at the inspection. The costs are therefore allowed in full.
56. *Mr Dhanji* – The Applicant claims £90 and £95 for the preparation of Mr. Dhanji’s statement as an “expert witness” and for his attendance at the hearing. Mr. Dhanji’s evidence was of assistance to the tribunal but he was not an expert witness, there having been no permission given for expert evidence. These costs are therefore disallowed.
57. *Printing and Postage* – The Applicant seeks at total of £143.93 for postage and printing (including binding). The Respondent does not challenge these sums subject to “production of receipts”. The Applicant provides details of these costs in his submissions. He sets out where the posting and printing took place and the tribunal determines he is not required to produce receipts. It is satisfied that these costs were properly incurred and allows them as claimed.

58. *Travel* – The Applicant claims £30.42 for an Uber to and from the Property. The Respondent avers that the applicant should have made use of public transport, the property being next to a mainline railway station and agrees £10 only. The Tribunal is not aware of any reason why the use of a minicab was required by the applicant in the circumstances. None of his attendees appeared to have mobility issues. Accordingly £10 is allowed for transport costs.
59. The Tribunal therefore determines that the Respondent shall pay the Applicant's wasted costs summarily assessed at £3253.93

**Name: Tribunal Judge Mullin  
Mr. Taylor FRICS**

**Date: 26<sup>th</sup>  
November  
2019**

## **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 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.

**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.

## **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).