



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

Case reference : **LON/00BJ/LSC/2021/0143**

HMCTS code (paper, video, audio) : **V: CVPREMOTE**

Property : **46 Falcon Road, London SW11 2LR**

Applicants : **Claudia Milena
Varon Torres & Riccardo Trevisan
Alexander
James Philip & Emma Jane Burns
Hannah Louise Scarborough
Claire Louise Gavin
May Louise Kirby
Jesus Rodriguez (Applicant and
Representative** : **Leaseholder flat 12 and Nicholas
Hargreaves**

Respondent : **Boccel Management Limited**

Representative : **Richard Davidoff**

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 Daley
Stephen Mason FRICS- Professional
Member**

Venue : **Hearing remotely on 12 and 13 October
2021,**

Date of decision : **21 December 2021**

DECISION

Description of hearing

This has been a remote video hearing which has been not objected to by the parties. The form of remote hearing was V: SKYPEREMOTE. A face-to-face hearing was not held because no-one requested the same, and all issues could be determined in a remote hearing. The documents that were referred to are in a bundle of 3927 pages, the contents of which have been noted. The order made is described at the end of these reasons.

Decisions of the tribunal

- (1) The tribunal's decision and reasons for the decision is set out in paragraphs 124 and below, in summary.
- (2) The Tribunal's decision on each of the disputed items is as set out in the Scott Schedule.
- (3) 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 lessees through any service charge]
- (4) The tribunal determines that the Respondent shall pay the Applicant, £150.00 (one hundred- and fifty-pounds application and hearing fees) towards the cost of the fees within 28 days of this Decision, in respect of the reimbursement of the tribunal fees paid by the Applicants.

The application

1. The Applicants 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 the amount of service charges payable for the service charge years 2018, 2019 and 2020, and the estimated charges for 2021. Total service charges in the sum of £218,425.50.

The hearing

2. The following Applicants who are the leaseholders for the building appeared in person (Alexander Corbet Smith, Andrew Elliot Harrington, Annabel Prentice, Conan Leon DeGannes, Didler Cowling, Favios Symeandis, Hannah Scarborough Ingo Kalecinski, Irene Lo Parlo Jack Berendis, John Rossi, Kym Glasser and Landa Baker Cowling, they were represented by their fellow leaseholder Jesus Rodriguez, who was assisted by Nicholas Hargreaves (also leaseholders) All were Applicants.

3. The Respondent was represented by Richard Davidoff who was managing director of the respondent company, he was assisted by Ms Grieves.
4. The Tribunal heard detailed evidence over two days. In order to ensure that the hearing was dealt with proportionately, the tribunal decided that some of the issues would only be considered on the basis of the written representations.
5. At the conclusion of the hearing, both parties indicated that they were satisfied with the video-link, and were able to participate in the case, and present their evidence/submissions.

The background

6. The property which is the subject of this application is a building which comprises a large retail unit, (a commercial gym) and 25 residential apartments arranged over four levels with an accessible communal roof terraced area. The building is a new development made of brickwork construction. The building was handed over on 23 February 2018. The building also included a bin storage and bike store at ground floor level.
7. The Applicants hold a long lease of the property which requires the landlord to provide services and the tenants to contribute towards their costs by way of a variable service charge.
8. The Respondent Boccel Management Limited is embedded into the lease as the management company. The Freeholder of the premises is Bredasdorp Investment Limited, Montagu Investments (London) Limited. The Freeholder is not a party to this application. Mr Davidoff set out the process by which he was asked to undertake the management. The managing agent is ABC Management, a company which is affiliated to Mr Davidoff.
9. The specific provisions of the lease will be referred to below, where appropriate.
10. Directions were given by the Tribunal on 18 May 2021 which was subsequently varied on 28 June 2021.

The issues

11. The issues which were identified at the CMC, and subsequently adopted by the Tribunal were as follows:
12. The payability and/or reasonableness of service charges for years 2018, in the sum of £37,106.20, 2019, in the sum of £51,213.58, 2020, in the

sum of £54,405.66 and 2021, in the sum of £66,279.28 and the reserve fund of £25,000.

13. The parties had in compliance with the Directions provided a Scott Schedule which had been completed by both parties, the Schedule identified the major challenges, to the service charges, by the Applicants, and the Respondent's response. This document was developed on by the parties. The Tribunal decided that it would consider the head of charges for all the years in issue.
14. The Service charges were divided into Schedule A Charges, which related to all of the flats and commercial units, and Schedule B charges which related to the Flats only. In the Decision the Tribunal has firstly dealt with the Schedule A, charges, and has then looked at the schedule B charges where the Applicant has queried the charges for each of the years, and finally those charges which are non-reoccurring, which are disputed.

Insurance for 2018 (£3617.00) 2019 (£4780.00), 2020 (£6,671.56), and 2021 (£9,166.00)

15. The building insurance; the parties are referred to the Scott Schedule for the specific amounts. The first issue for 2018 was the difference in the sum in the invoice, and the pro rata amount which represents when the building was handed over by the landlord. This was conceded by the Respondent, as an adjustment should have been made.
16. In respect of the year 2019, the issue was the increase in the insurance and this increase also occurred in subsequent years and in the Applicants view the increases had been higher than the rate for inflation.
17. Mr Rodrigues had provided the Tribunal with comparable evidence which was at page (A0145) the table of insurance was from 7 companies with London Flats Insurance £3,180.00, at the cheapest and St Giles Insurance and Finance Services Limited at £9166.45, the average of the insurance was £3998.33.
18. Mr Rodriguez informed the Tribunal of the information that he had provided the insurance companies with in order to secure the quotations. However, he had not provided the companies with details of the claims' history for the building.
19. The Tribunal heard from Mr Davidoff that Mr Rodrigues was not comparing like with like, in terms of the policy. He pointed out a number of differences, including the fact that Mr Rodrigues had said

that no claims had been made for the past years. Mr Davidoff informed the Tribunal that immediately on the handover of the building the communal door entry panel had been damaged during a break in. As a result, he had replaced it. He stated that he had used the same manufacturer Montway that had been used by the developer, as he did not want to invalidate the warranty.

20. He stated that he had not considered the price at that stage as the expenditure would be covered by insurance. The replacement cost had been £4,344.12 inclusive VAT
21. He referred to the comparative table; he considered that the quotes for insurance were artificially low. Mr Davidoff referred to the fact that the policies excluded Terrorism cover; the quotation was also on the basis that the building had no known defects; also the quote was on the basis that there was no communal gym or leisure centre, the commercial unit was a leisure centre. He stated that all of these factors should be taken into account. He also referred the Tribunal to the case of Berrycroft Ltd-v- Sinclair, which stated that the insurance did not have to be the cheapest, so long as it was obtained in the market at arm's length the cost was reasonably incurred. He stated that the policy had been obtained by using a broker.
22. Mr Rodriguez queried the cost of the replacement access panel, he had obtained comparable evidence at page A0221, the median cost of the panel had been £475.20. Mr Davidoff referred to an email dated 21 July 2021 from Simon Jacobs, Access international security who provided the maintenance for the system. He explained how the individual components would need to be purchased. Mr Davidoff also stated that the real cost had been for the system to be reprogrammed which was the "equivalent of 25 handsets, talking to each other". There was also the cost of labour. Mr Davidoff stated that had the cost been considered excessive it would have been queried by the insurance.
23. In respect of the defects that Mr Davidoff claimed existed at the building, he stated that the contractor had deviated from the specification, and there was a gap between the insulation and the roof slab tiles, and when it rained there had been leaking into 3 flats. There was an on-going claim in respect of water damage for these flats. The insurance premium for 2020 had been £6671.58.
24. Mr Davidoff referred to the claims history which had been included within the bundle.
25. Mr Rodriguez stated that the Respondent had not communicated with the leaseholders about the reasoning behind the use of Montway for the replacement of the entry phone he stated that there had been no communication about the warranty, or details of the loss adjusters report. He also refuted the claim that the gym had not been mentioned

in obtaining a quotation. He also considered that there was a difference between a commercial gym which would have its own insurance and a private Gym which was for the benefit of the leaseholders.

26. The Applicants were also concerned about the commission received by the managing agents which was in the sum of 12% of any claim. Mr Davidoff stated that the sum claimed was the industry standard and was paid for claims handling.
27. The Tribunal asked for the clause within the lease, which dealt with insurance. The Tribunal was referred to the Sixth Schedule of the lease at point 2.1.1. This contained the insurance clause.

Director's Liability Insurance in the sum of £31.00 (2018) £335.00(2019) £352.80(2020) £353.00 (2021) and Company Secretary Fees in the sum of £46.00 (2018) £626.00 (2019), £600.00 (2020) and £600.00 (2021)

28. The Applicant's position was that this was a company in name only and that it had been appropriated by Mr Davidoff. As such the Applicant's queried why they should pay the cost of these fees. Mr Rodriguez stated that no meetings were held.
29. The Applicants were also concerned about the company secretary fees, as they considered that the services provided by the managing agents would normally include Company Secretariat services which were normally included in the management fees as part of the services provided.
30. Mr Davidoff set out how he had come to be appointed for a nominal fee to the company in his witness statement (A10611) he had been asked whether he was prepared to take on the directorship after the previous director had resigned. He set out that this was part of the management agreement that he would be indemnified in respect of all liabilities arising as a director of the company. He stated that all of the leaseholders were members of the management company, given this they could exercise their right to vote, which would involve appointment of officers of the company.
31. He set out that the Company Secretariat charges were part of the management agreement and that the services provided were the standard company secretarial services.

Out of Hours Help line £275.00 (2018) £1280.00 (2019) £1872.00 (2020) and £1,872.00 (for 2021)

32. The Tribunal was informed that this service was provided by Mr Davidoff's company in year 1 (2018) the cost had been £3.00 per

flat/month, year 2(2019) £5.00 per flat/month, and in 2020, the cost had remained at £5.00/month. Mr Davidoff stated that the calls came through the office during the night and at the weekend. Mr Davidoff described how he had originally dealt with the calls himself then had outsourced the call handling. On his description the call handler acted as a filter, so that only the urgent calls came through to Mr Davidoff. He stated that he personally dealt with the calls as he considered this to be more cost effective, than paying colleagues overtime in order to deal with this. He gave an example of the typical type of call out such as the door lock not working on a Saturday which was typical of the type of complaint. He stated that he had a regular group of contractors who provided 24-hour cover; as a result he would make a referral by working his way down the list.

33. He considered that this was the most reasonable and cost-effective way of delivering the service. He stated that there had been a management agreement between the freeholder and his company setting out the terms, which had been agreed.
34. Mr Rodriguez questioned the efficacy of this, and the timing of the calls, as at least one of them was after 8am on a week day. He also stated that this service was offered by some of the managing agents he had contacted as part of their fees. In respect of others, a small modest charge was made for this service.
35. He referred the Tribunal to a schedule of comparison he had prepared with the costs that other managing agents charged for this service.

The management fees 2018, £8,054.00, 2019, £9714.00, 2020 £9979.66. And £10,129.00 for 2021.

36. The Applicants were unhappy with the management charges because they considered firstly the cost was not reasonable and secondly, they considered that the service provided was poor, when compared to other ARMA based managing, agents.
37. Mr Rodriguez provided the Tribunal with comparable costs, at A0168 of the bundle. Mr Rodriguez referred to three agents who provided management services, He had compared the services provided with the costs. One of the companies Blochsphere, provided services which included out of hours, call out, and company secretary services. The average cost of all three services, was £7163.33.
38. However, even in comparison with the cost of the management, Mr Rodriguez, and Mr Hargreaves both had complaints about the lack of proactivity of the management company. Examples of this was that the management company had failed to manage issues such as ensuring that the Applicant received a refund from EDF energy. There had also

been issues with the solar panels and delivering the service charge accounts on a timely basis. Given this the applicants set out that the sum they considered as reasonable for the service provided was £2,666.96 (for 2018), £3480.00 (for 2019) and £3,120.00 (for 2020).

39. In the Scott Schedule, Mr Davidoff set out that the hand over from the contractor to the developer/ freeholder had not been smooth and that there had been problems from the outset. There had also been snagging items which needed to be attended too. However, notwithstanding this, he considered that the sums charged were reasonable and not out of kilter with the market charges.
40. The Applicants had referred to the Solar Panels as evidence that the management of the premises was poor. The Applicants case was that the premises had solar panels and that the managers were responsible for procuring the energy benefits arising from the solar panels. However, there was a failure on the part of the managing agent to register the panels with the feed in system of the electricity providers.
41. Mr Davidoff stated that as a result of issue with the contractors and the inability to prove that they had purchased the Solar panels due to money laundering concerns they had been unable to register the solar panels so as to gain the benefit of subsidised electricity, which had been one of the attractions of purchase of the leasehold interest in the building. The Managing agent did not apply to register the scheme until one week before the scheme closed. As they did not have the required information, as part of their registration, when the scheme closed to new applicants on 1 April 2019, the Applicants registration was incomplete, and they were not able to gain any benefit from the Solar panels.
42. The Applicants considered that this was indicative of a lack of proactivity and poor management.
43. Mr Davidoff was asked about the management charges, and how and why they had increased. He stated that the charges in year 1 were £300.00 per unit; this had increased to £388 in the second year, and was now, £405.16 He stated that the charges were not tied to inflation. Although the cost was per unit, the contribution was based on floor area. In respect of the commercial unit the charge was 25%.
44. The Tribunal asked about the work which was undertaken. Mr Davidoff stated that this included the day-to-day management such as preparing budget, service charge accounts. There was also a dedicated building manager who had 4- or 5-years' experience, who managed day to day issues at the building.

Accountancy Fees, 2018 (£900.00) 2019 (£1,288.00) and 2020 (£1,288.00)

45. Mr Rodriguez stated that the charges for certifying the service charge accounts were unreasonable. At page 184 of the bundle, he provided details of three firms of accountants who indicated that their charges for undertaking this work were in the range of £550.00 to £900, the average cost was £600.00. Which was the figure offered by the Applicants for the accounts.
46. In the Scott Schedule, for 2019 it was noted that the respondent had provided two invoices one for £1000.80 from ABC, the property managers for preparing the accounts, and, £280 from Thomas David for certifying the accounts (an external firm). The Applicants considered that the cost should relate to the fees for a chartered accountant rather than for the work undertaken by an ABC employee, which the Applicants considered should be part of the normal duties of the managing agents.
47. Mr Davidoff stated that when ABC management took over the management of the premises, they struggled to get Data from the freeholder about the allocation of funds, this had delayed the publication of the accounts, and had meant that there was a delay of 14-15 months before the accounts were published, it had been necessary for a Section 20B Notice to be served.
48. Mr Davidoff stated that after the first year the accountant who had done the first year's accounts said that they would charge £1,500 for the next year's accounts due to a number of issues and queries with the accounts. Mr Davidoff stated that after checking the terms of the lease, he realized that there was nothing that prevented the managing agents from preparing the accounts, and getting them certified by a chartered accountant. Further Mr Davidoff had a member of staff who was competent to prepare the accounts. However, he stated that this was over and above the management duties, and given this it was not included in the management fees.
49. After the employee left, they had to outsource the accounting. They had obtained two quotes and had decided to go with the lowest one of the two which was in line with the charges in the open market.
50. Mr Hargreaves advised the Tribunal that many of the issues that the leaseholders had been charged for, related to issues with the freeholder failing to provide information to the Respondent, such as the solar panels, and now with the accounts. He stated that the cost of this should not be borne by the Applicants.

Set-up fees £600.00 (2018)

51. The Applicants did not accept this was payable by them. In their submissions, this was for the management costs to the landlord as set up fees as described, were the costs incurred of the handover of the building. The Applicants in the Scott Schedule submitted that these were charges that were payable by the Freeholder. If they were wrong on this, in any event the Applicants considered that there were numerous issues which were not handed over, or processed by the managing agents on hand over, such as the arrangement of energy contracts, and the arrangement of registering the solar panels, and for collections of rubbish and bins.
52. In reply Mr Davidoff stated that the 8th Schedule of the lease enabled the landlord to recover the management costs from the leaseholders via the service charges, and that the managing agents should not be expected to work for free. He cited that the only requirement was that the fees should be transparent.

The Legal Charges for the years 2019, and 2020

Service charge Schedule B Charges
The cleaning

53. The Applicant queried the cost of the cleaning for each of the years that were in issue. For 2018, the cleaning was in the sum of £2022.00, for 2019, £4,497.00 and £7406.14 for 2020.
54. The company who invoiced for cleaning was Blossom Gardening Commercial Services, however the Applicants noted that this was a gardening company who from their website did not do cleaning and

the actual work appeared to have been carried out by a company called Armor.

55. Mr Rodriguez stated that there was an issue with the reasonableness of the cost of the cleaning and the standard of the work. He stated that the cleaner only spent about 55 minutes each week. He submitted that in 2019 there had been a maximum of 30 visits; the time spent by the cleaner at the premises was mainly vacuuming. This could be demonstrated by the sign in sheet. The leaseholders were unaware of the scope of the duties required as they had not been provided with a cleaning schedule, despite requesting one.
56. Mr Rodriguez had obtained alternative quotes for the cleaning, on the basis of the number of hours taken to clean the common parts. The average of the comparable costs revealed a price of £34.57 per hour.
57. Mr Davidoff stated that the Respondent had obtained two quotations and had used the cheapest quote, he stated that the original specification had been provided and that it was more detailed than the work quoted for on behalf of the leaseholder. He also stated that the leaseholders' quotes failed to take the overheads of the company employing the cleaner into account.
58. He did not accept that the standard of the cleaning was poor, he stated that it was not in the managing agents remit to monitor the cleaning, however whenever a quarterly inspection had been carried out there were no issues with the cleaning. Mr Davidoff did not dispute that the cleaning may have been subcontracted; however he stated that it was permissible for one firm to use another contractor to help them fulfil the contract.

The Fire Equipment

59. This was a "one off" call out fee for £420.00 for a non-contracted alarm malfunction call out fee. This was to investigate the reason for the malfunctioning alarm. The Applicant considered this charge to be excessive. However, the Respondent stated that this was the sum charged for the call out which occurred on a Sunday.

Solar Panel Maintenance

60. The Applicant considered that the cost of maintaining the Solar Panels should not be borne by the Applicants as they derived no benefit from it as a result of the failure on the part of the Respondent to register the panel. Their submission was also that they should be entitled to a credit for the saving that they should have made had the panels been registered.

61. Mr Davidoff did not accept this, he maintained that the charge was payable in accordance with the terms of the lease.
62. The cost of the maintenance for this was as follows, in 2019 (£0.00) and 2020 (£0.00) and 2021 was £308 (2019) and £310.00 (2021)

Gas- in the sum of £13,707.00 (2018) £10,761.00 (2019) £5,496.26(2020) and Electricity:£3,506.00(2018) £4,455.00(2019), £2,012.24, (2020)

63. In the Statement the Applicant disputed the cost of electricity and gas for the years in question. The grounds upon which the claim was disputed was that the Respondent did not arrange a contract with the energy supplier as soon as practicable after entering into the management agreement. As a result, the Applicants were paying at the higher rate, and were also paying business rather than residential rates at an additional rate of 20% VAT compared to a residential tariff with a 5% VAT rate. There was also an issue that the bills in some instances were not paid until August 2019, which meant that the Applicants incurred late charges.

64. On behalf of the Respondent, Mr Davidoff set out that the contract had been set up prior to his taking on the management by the freeholder, as a result he was unable to do anything until the matter had been transferred to the managing agents. When the account was transferred into the management company's name there was no address given, as a result this meant that by the time the bill had come to the managing agent's attention it was already overdue.

65. He did not accept that there was an obligation on the respondent to negotiate the best possible price on behalf of the Applicants. He acknowledged that there had been an error in respect of the 20% VAT rate, which had subsequently been corrected by GAZPROM. He stated that credits had now been applied to the leaseholders.

66. In respect of the electricity, he stated that there had also been a refund from EDF in the sum of £9,659.00. He accepted that the supply for electricity had remained with EDF, however, he stated that this was because there had been an application for the feed in panels (re the solar energy) as a result he had decided that it was prudent not to change the supplier at that time.

General Repairs and Maintenance

67. The general repairs for the period in issue are dealt with under each year
68. 2018 – The first item in dispute is rubbish removal in the sum of £864.00 the cost of which was invoiced from MA Premier Property Services Limited. There are two separate invoices, for the same sum.
69. There was also a one-off item for Hassett Haulage Limited Waste Removal in the sum of £264.00.
70. The Applicant's in their statement set out that the cost incurred for this item was as a result of the failure of the managing agents to arrange for bin containers with the Local Authority. As the Local authority was unable to access the bin store the rubbish was not collected. The Applicants rely on Schedule 2 Paragraph 6, as it was part of the managers responsibility under the terms of the lease to supply a bin.
71. The Respondent in the Scott Schedule noted that when the first lessees moved in it became apparent that the bin store was locked with a unique key and the council would not accept a copy, as they required a standard lock. In the reply the Respondent set out that the failure to provide the standard lock was the developers failing, and that the managers went beyond the remit of their duties by chasing them which was extra work at no charge.
72. The Respondent stated in the Scott Schedule that they also liaised with the LA in order to resolve the issue. As a result of this, and other issues, concerning excessive rubbish, it was necessary to arrange for private contractors to remove the rubbish.

Sundries Key cutting by George Kombou and Eric Elavia in the sum of £273.00

73. The Tribunal was informed that there was a failure on the part of the Freeholder to obtain sufficient keys, for the managing agents. As a result, the agents had to cut additional keys in the sum of £273.00. The Mr Rodriquez did not consider that this was a charge which should be payable by the Applicants.

Rubbish Removal for 2019

74. The Applicant also raised rubbish removal issues which are dealt with under repairs and maintenance below.

The Service charges for 2019

75. The tribunal considered the legal and professional fees in the sum of £600.00 this related to determining the amount payable in respect of the work undertaken to serve a section 20B notice in relation to the accounts for 2018, where demands were served late.
76. Mr Davidoff stated that this charge was payable under clause 8 of the leases. He stated that this cost was reasonable as there had been delays in finalising the accounts, however he stated that the managing agents had to serve the notice which was additional work not covered by the terms of the lease.
77. In respect of the year 2020, the charge for legal fees was £720.00; the Applicant was unaware of what this was for although they were aware that it was for a report.
78. Mr Davidoff told the tribunal that this was for the cost of instructing a surveyor to undertake a report into the condition of the roof. He stated that this had become necessary because the contractors Montlake had indicated that the property was no longer under warranty.

Window Cleaning 2019, in the sum of £1068, £4272.00, for 2020

79. The Applicant in their Scott Schedule indicated that the cost of this was not reasonable and payable as it was possible for the window cleaning to be cleaned by the reach and wash method, which was less expensive. The Tribunal were referred to the comparable costs. The Applicant stated in response that the better method for the size of the building was the abseiling method which was used by the contractor clear reach. The Applicants had submitted 5 Comparables ranging from £468.00 from CleanPro Services Limited to SJ Windows Cleaning in the sum of £348.00 inclusive of VAT. the sums of £1,068.00
80. Mr Rodriquez referred to the fact that the current window cleaning regime involved four cleans a year at the cost of more than £4000.00.
81. In respect of the comparable cost in the sum of £348.00, Mr Davidoff stated that although the Respondent had contacted the same window cleaners, they had been quoted a higher price.

The Entry System £1,031.00 (2019) £978.42

82. The Applicants in the Scott Schedule set out that the cost of the contract for the Entry System which was in the sum of £1,031.00 was unreasonable. They had obtained 4 quotations for the maintenance of the system and on that basis were prepared to offer £360.00. They also noted in their Scott Schedule that the invoice was in the sum of £879.60.
83. The Tribunal noted that other than an explanation that the invoice did not reflect the cost due to the accrual and prepayment system of accounts the Respondent in the schedule did not deal with the reasonableness of the sum. However, in the schedule item for 2020, the Respondent noted that the entry system involved two separate contracts one for the intercom system, and the other for access controls including fobs, and readers.

The General repairs and maintenance for 2019

84. The Applicant in the statement of case submitted that two of the companies which were used to carry out repairs, were companies which they considered were linked to the landlord, as both companies shared the same address and had the same director, and also had the same registered address as Mr Davidoff's company.
85. Mr Davidoff acknowledged that the address had been used as the registered address. In the Respondents Statement of Case, he stated that one of the companies, Hammer and Chisel were an arm's length company and that their only connection was that they rented premises which were owned by Mr Davidoff. Mr Davidoff stated that the registered address of both his company and Hammer and Chisel was that of their mutual accountant.
86. He stated that he used contractors who had previously undertaken work for him in the past, so that he knew the standard of their work, and that he had in the past tendered various jobs and they had provided competitive quotes.
87. The first three items of general repairs and maintenance related to rubbish removal, the invoices were from Hassett Haulage Limited-Waste Removal/ management and K Whittamore Executive Services.
88. Although the Applicant referred to the defect issue with the bin storage area. Mr Davidoff stated that the removal related to misuse of the bin store on the part of the Applicants, in terms of dumping mattresses and wooden items. The total cost of the removal was £240.00.

89. In respect of MG London post boxes lock replacements, there was a dispute as to whether the locks had been broken on the instruction of the Respondents, in order for the residents to get access to their mail in circumstances where keys had not been provided.

The Selec Limited Fob Key purchase (£239.00)- The Tribunal dealt with this issue under the year 2018.

90. In reply, Mr Davidoff noted that fobs were required as they needed to be programmed however due to the fact that the fobs were expensive, they ordered 10 fobs so as to not incur any additional programming costs when replacement keys were needed in the future.

91. The Applicants also disputed the cost of call out fees for Hammer and Chisel, due to a leak at the property in the sum of £222.00 as the contractor was not able to fix the leak or find the source of the leak which eventually stopped of its own accord. Mr Davidoff asserted that it was reasonable to call out the contractor, and that the call out fee was payable.

The cost for removal of the key locks £120.00

92. The Tribunal was informed that the Respondents had installed a box to store keys/fobs to the property outside of the premises. However, the keys were lost on 2/7/19, when a contractor left the lock open. There was a dispute between Mr Davidoff and the leaseholders of the number of keys left within the box, and why the box was removed. Mr Davidoff stated that it was at the request of the leaseholders, whereas the Applicants stated that it represented an unacceptable security risk which should have been acknowledged by the Respondent, so that the cost of moving it should be borne by the Respondent.

Costs of Removal of 25 Sacks of Rubble £78.00

93. The dispute in this matter appeared to be more about the roof garden and what had happened rather than the actual costs itself. The Tenants stated that the garden had become defunct, as there was no water source and the plants had died. Accordingly, the rubble was put into sacks. Mr Davidoff stated that they were removed at the request of the leaseholders, who had wanted to hold a party on the roof.

94. Whereas Mr Rodriguez' concern was that the removal was only necessary as the garden had been poorly designed and maintained. Given this, his challenge appeared to the Tribunal to be about whether the costs should be payable.

The EM Lighting supplying and fitting led lights

95. The Applicants objected to the costs this item for three visits in the sum of £366.00, £290.00, and £290.00 on the grounds that the bulbs themselves should not have needed to be replaced as they have a life span of 50,000 hours and are covered by a 5-year warranty. The Applicants stated that the Respondent should have claimed under the warranty for the failure of these lights.
96. Further, on seeing the cost of the cleaning specification, the Applicants noted that the changing of light bulbs was part of the cleaners list of duties, so there was a query as to why this had been changed by contractors.
97. Mr Davidoff stated that the failure was caused by the LED Drivers which were outside the warranty. He did not accept that the lights were the subject of a 5-year warranty, as he stated that this was dependent on who supplied the lights.
98. He stated that the work undertaken had been more expensive in that The Electrician also dealt with fixing the emergency lighting which had failed, near the staircase. In answer to questions, he acknowledged that the emergency lighting should not have failed, however he stated that this item would have been covered under snagging and there was one year for items such as this to be dealt with, as the fault had occurred after 12/1/18 it was not covered.

Lift Maintenance £1,746.00

99. The Applicants in the Scott Schedule set out that they considered the cost of the contract for 2019 and 2020 to be excessive. Mr Davidoff stated that due to problems with the lift in 2018, the manufacturers who had maintained it whilst under warranty, declined to renew the contract. As a result, they had tendered for a new supplier for this work and had accepted the more reasonable of the two suppliers who had agreed they could provide the service.

The Service Charges for 2020

100. The first item for this year, which was non-reoccurring and subject to dispute was in relation to M & E Insurance for the lift pumps and boilers. The Applicant's in their schedule objected to these costs on the grounds that there was already insurance in place, and the additional sum of £659,46, was for items that would need to be replaced, and paid for in any event due to normal wear and tear.
101. Mr Davidoff stated that the additional insurance was based on the fact that the cover provided had been based on what the managing agents had thought needed to be covered, and the difference once the

building had been inspected and parts were found to have been excluded.

The Entry System £978.42

102. Mr Davidoff referred to the fact that the system cost was for both the door entry system and the fobs.
103. However, the Applicants stated that they had obtained like for like quotes for this and had obtained a quotation of £360.00, which covered both the door entry system and the fobs. Accordingly, the Applicant submitted that the cost of the contract was not reasonable.

The General repairs and maintenance for 2020 in the sum of £2,884.00

104. The Applicant referred to the fact that the expenditure was unaccounted for in the above sum.
105. The Respondent in their response set out that the invoices that made up this amount are from Purple Group in the sum of £333.80, for investigating a leak, and an invoice from CJAP in the sum of £2,346.00 for two visits to assist the surveyor in lifting parts of the roof terrace to ascertain source of water ingress. There was also an invoice from Sargom Fire in the sum of £204.00 which was to supply and fit signage as a result of a Fire Risk Assessment
106. One of the major items referred to by the Applicants at the hearing and in the schedule related to the work undertaken on the roof terrace invoiced by CJAP in the sum of £2346.00.
107. The Applicants referred to a report on the condition of the roof terrace by Sanderson Weatherall surveyors, at a cost of £720.00.
108. However, they stated that the work which had been undertaken comprised the lifting of pavement blocks which were subsequently replaced. Given this the Applicant queried why this work had cost

£2346.00. The Applicants disputed that it had taken the whole day and had been carried out by 4 people.

109. They referred to an email which was in the bundle, which they stated confirmed the work had been undertaken during the course of one afternoon when the surveyor had been on site. They stated that a reasonable cost using CJAP figures for two people for half a day was no more than £1206.00 which was the sum offered by them.

110. The Applicant's also queried the cost of the work for the signage as they stated that the expenditure on the signage pre-dated the report.

111. There was also a query as to whether they should pay the Purple Group Invoice as it referred to the Gym, which was commercial accordingly this was not a service charge expense, however as it was a small amount the Applicant conceded that they would pay it.

The Lift Maintenance – Call out charge of £487.00

112. The Applicants considered that this charge was not reasonable as in their view the cost of call outs and material and replacement was included in the Premium Plus Contract. The Applicant also stated that the normal call out rate was £58.65 from Pickering Lifts and given this the reasonable rate for two men for an hour as the minimum rate was £216.48.

113. The Respondent stated that the lift maintenance contract did not cover misuse of the lift, and the door was jammed as a result of misuse.

114. Lift Phone- The issue here was whether the Applicants should pay for the cost of a paper bill for the lift when a paperless bill would reduce the costs. Also, the Applicants did not consider that it was reasonable to pay late fees, or debt management as a result of the Defendants failure to pay the bills on time.

115. The Respondent's in their statement set out that the need for paper copies were due to the need for a paper copy for audit. Also, any late payment was due to a lack of funds as a result of leaseholders not paying service charges on time.

The Health and Safety Report in the sum of £582.00

116. The only issue appeared to be that the Respondent had not provided a copy of the report at the time that the schedule was prepared.

The Service Charges for 2021

117. The Tribunal noted that the majority of the issues were picked up as re-occurring service charges, and that the Tribunal had already heard the areas of dispute. Where there were minor charges, the Tribunal noted that it had the oral submissions that had been made at the hearing, and the written submissions from both parties, and could make its determination on the basis of the written submissions.
118. The Applicants however stated that they wished to make oral submissions concerning the Reserve fund provision of £25,000. The Applicants stated that they had paid £5,000 for the first three years, they considered that the increase to £25,000 in the third year was excessive and unreasonable.
119. Mr Rodriguez referred to his experience which was based on his role as a chartered structural engineer, in his professional opinion the building was sound. He considered that the sum of £5,000 was reasonable for the cyclical repair/ redecoration which would be needed.
120. Mr Davidoff noted that this sum was anticipatory, he cited roof repairs which might not be covered by insurance. Mr Davidoff also cited cyclical decoration which might require scaffolding.
121. The Tribunal heard closing submissions from Mr Davidoff and also Mr Rodriguez and Mr Hargreaves. The Applicants also applied for a Section 20C order so that the cost of this hearing would not be passed on to the Applicants through the service charge. Mr Davidoff opposed this application.
122. This application is considered in the reasons below.
123. The Tribunal has provided its decision and the reasons for the decision in summary below. It has also appended the Scott Schedule with the Tribunal decision on each of the issues. As appendix one, which sets out the Tribunal's findings and the sum payable on each of the disputed items.

The Decision of the Tribunal

124. Having heard evidence and submissions from the parties and considered all of the documents provided, the tribunal has made determinations on the various issues. The Tribunal has tried to capture the majority of the evidence however, it has not attempted to set out the evidence verbatim.

125. The Tribunal in reaching its decision noted that although this is a tripartite lease. The Applicants however chose not to join the Freeholder as a respondent, which meant that there were issues that the Tribunal may have wished to explore with the Freeholder or his representative that they were unable to explore.
126. The Tribunal noted that this was a new building, and that rather than have a Tenant's Management Company, somewhat curiously a company by the name of Boccel Management Limited was embedded into the lease.
127. Mr Richard Davidoff is the sole director of Boccel Management, and during the hearing, he lay part of the blame for difficulties which arose on handover on the freeholder, Bredasdorp Investments Limited. However, as no one attended from the freehold company, and they were not otherwise represented accordingly the tribunal did not hear the response of the freeholder to the issues raised.
128. The Tribunal is unable to make findings against Bredasdorp Investment Limited as they are not a party to this application. However, the Tribunal has set out whether it considers a cost as reasonable and payable within the terms of the lease, and or under sections 18 and 19 of the Landlord and Tenant Act 1985. It has on occasion had to consider whether an issue raised should have been dealt with prior to the lease period.
129. The Tribunal has noted that the Applicants raised issues concerning the relationship between the Respondent and the managing agents ABC and that this did not appear to the Applicants to be an arm's Length Company but rather is linked to Mr Davidoff. The Applicants also queried the use of certain companies and whether there was an arm's length relationship. The Tribunal has made no findings concerning this and there was nothing to suggest that Mr Davidoff had acted improperly.
130. However, the Tribunal noted that the appearance of impropriety even if it does not exist can cause a breakdown of trust between the parties. The Applicants in their case have demonstrated that they are fairly knowledgeable, and are prepared to research and find competing contractors. The Respondent may wish on placing a contract to consider whether the leaseholders may be able to put forward alternative contractors, as any reduction in the cost going forward would be in the interest of the leaseholders, and would assist in demonstrating transparency.

General Issues

131. The Tribunal has set out below the decision in respect of the general issues which have occurred across the service charge period, it has set out its decision on the smaller issues in the Scott Schedules.

The Insurance-

132. The Tribunal found the insurance to be reasonable and payable

133. The covenant to provide insurance is contained in the Sixth Schedule of the lease clause 2. There is no dispute concerning the terms of the covenant

134. The Tribunal heard and considered the evidence and submissions of the parties on the insurance. Although it noted the comparable evidence, that had been submitted by the Applicants. On examining the comparable insurance quotations, it accepted the evidence of Mr Davidoff that the quoted policies were not comparing like for like. It was not satisfied that the quoted policies, would have been confirmed once the claims history of the building was disclosed.

135. It was apparent that a number of issues had arisen in the building in a relatively short period of time (the building was at the date of this decision 3-4 years old). It was also a multi-use building with a commercial gym.

136. Further the Tribunal accepted the submissions of Mr Davidoff, in particular the law as set out in *Berrycroft Management Co Limited – v- Sinclair Gardens investment 1996*. The Tribunal accepted that the landlord may show that the cost of the premium is reasonable, even if it is not the most competitive in the market, where the insurance has been placed by a broker. However, the Tribunal considers that the rate should still be representative of the market. As the Tribunal did not have like for like policies to compare, the Tribunal was not satisfied on the evidence before it that the policies were so out of kilter with the market rate. Given this the Tribunal did not accept that the premiums were not reasonable and payable.

137. The Tribunal also accepted Mr Davidoff's evidence that the commission paid to the Respondent was for managing the claim. The Tribunal noted the concession which was made by Mr Davidoff that the Insurance for 2018 ought to have been pro-rata.

Directors & Officers Liability Insurance

138. The Tribunal determined that this sum was reasonable and payable.
139. The Tribunal considered the submissions of both parties, the Tribunal also referred to the terms within the lease, under definitions, Insurance Cost is defined to include “(a) the sums paid for insuring:-
(ii) all liability of the Landlord and Head Landlord to third parties arising out of or in connection with any matter involving or relating to the Estate.”
140. The Applicant is obliged to pay the Insurance Rent which includes “... the insurance Rent Percentage of the Insurance Costs and all of any increased premium payable by reason of any act or omission of the tenant...” The tenant’s obligation is set out in section clause 18 of the Fourth Schedule.

The Company Secretarial fees

141. The Tribunal was satisfied on the evidence before it, that the company secretarial fees are frequently included by many of the managing agents within the terms of the management. However equally where there is a management company it is not unusual for the company secretarial fees to be paid by the leaseholders.
142. The Tribunal had sight of the Fee agreement within the Respondent’s Management agreement. The Management fee for Company Secretarial fees were set out at £500.00 plus VAT. The Services set out were in appendix 3. Standard Company Secretarial Services. Accordingly the Tribunal saw no reason to depart from this fee.

Out of hours helpline

143. The Tribunal were not satisfied that the cost of this service was reason and payable. It accepted the evidence of the Applicants that there are managing agents who carry out this service as part of their fee, or alternatively delegate it to others, for a nominal cost.
144. The Tribunal heard from Mr Davidoff that he used a call handling service, who filtered calls. In the Tribunal’s experience this was not the way in which this service was normally undertaken. The Tribunal noted that there were companies who offered this service as a

stand-alone, which was linked to various companies who would offer call out.

145. The Tribunal accepted the comparables of the Applicant which were in line with the Tribunal's knowledge and experience. The Tribunal finds that the sum of £150.00 which is one of the highest of the comparables is reasonable and payable by the Applicants. The Respondent should or in the future may contract this service out if it is unable to carry out this work at a comparable fee.

Management Fees

146. The Tribunal has considered the rate for the management of the property. In general, the Tribunal accepted that a rate of £300.00 - £350.00 was reasonable per unit. However, the tribunal has considered the evidence of the Applicants. The Tribunal has found that the Respondent failed to manage the issues concerning the solar panels, the electricity and gas tariff, and the access to the bin store appropriately in the proactive manner that it considered it ought to have applied as managing agents.

147. Accordingly, the Tribunal consider that the sum of £350.00 is not payable for the service that the Applicants received. The Tribunal considers that this should be reduced to £200.00 per unit, this reflects the value of the service that the Applicants actually received.

148. The Tribunal has reduced the management fee to £200.00 per unit for 2018, 2019, 2020 and has applied the higher fee of £250.00 for 2021.

Accountancy fees-

149. The Tribunal is satisfied that the sum of £900.00 for 2018 is reasonable and payable; the Tribunal has noted that the Applicant has found accountants who are able to provide this service for £600.00 a year. However, the Tribunal has heard evidence that the first year of the accounting involved difficulties with obtaining records from the freeholder. The Tribunal accepts that, the cost of £900.00 is in the Tribunal's knowledge and experience at the upper range, of reasonable costs of accounting services.

150. Given the Tribunal's knowledge and experience of accounting fees, and the fact that the fees of £900.00 is considered as reasonable, the Tribunal is not satisfied that the increase in cost for 2019, 2020 and 2021 is reasonable and payable. As even if there were initially issues the first-year issues should have been resolved this should mean that there was less complexity in the work. Further the Tribunal noted that for

two of the years in issue the work was undertaken partially in-house, which should have resulted in a cost saving.

Accordingly, the Tribunal finds the sum of £900.00 reasonable. The Accounting fees are capped at £900.00 for each of the years in issue,

The Set-up Fees

151. The Tribunal determined that this fee is not reasonable and payable. Although the Respondent stated that this was a management cost, that the lease allowed the landlord to recover, The Tribunal considers that this was part of the costs that the landlord would expect to bear, as part of the development costs of a new building.
152. The Tribunal has determined that this cost is not reasonable and payable by the Applicants.

Part 11 (Schedule) The cleaning

153. The Tribunal noted that Mr Rodriguez had set out detailed evidence concerning the cleaning, at pages A0197, He set out the time that the cleaner came, and what was undertaken. He had carried out a comprehensive investigation, and established that one cleaner attended the property for one hour a week. The Tribunal also accepts that the cost of the cleaning should reflect the time that was taken to carry out this work.
154. At the hearing Mr Davidoff appeared to state that monitoring the cleaning was not part of the remit of managing the property. The Tribunal does not accept this.
155. The Tribunal accepts that one person carried out this work for one hour for the majority of the time. The Tribunal has accepted Mr Rodriguez evidence on the standard of cleaning. The Tribunal has used his comparable. It has also used its knowledge and experience of on-cost to arrive at the figure of £60.00 for one hour. The cleaning cost for the first year is capped at £1140.00, and at no more than £3000.00 for 2019, 2020 and 2021.

Solar Panel

156. The Tribunal has heard the evidence concerning this, and has noted that no charge is made for the panels in 2018, accordingly the Tribunal has not made a determination on a deduction for any of the years in which no charge was made to the Applicants. It was not able to

estimate what the Applicant would have saved had the panels been registered and make a reduction to reflect this. It has considered the concerns about how this issue was handled as part of the issues concerning the management of the block.

157. In respect of subsequent charges for maintenance of the Solar Panels, the Tribunal has determined that the Applicants derive no benefit from the panels, accordingly it is not reasonable for them to pay the cost of the maintenance for the periods in issue.

General Repairs and Maintenance

158. The Tribunal has noted that the Applicants were charged some additional costs as the Local Authority Waste disposal (weekly bin collection service could not access the bin store. This is not the fault of the Applicants and should have been attended to prior to the occupation of the building by the leaseholders.

159. The Tribunal also accepts, that there may have been items that have been left by the tenants outside of the normal cycle of rubbish, such as wood and boxes. Given this, the Tribunal considers that even if the LA had access to the bin store there would have been costs incurred in dealing with these items.

160. Accordingly, the tribunal has capped the cost at £1400.00. The 24 hours solution report for hot water at £331.00 is reasonable and payable. The sum of £1731.00 is reasonable and payable.

The Gas and Electricity

161. The Tribunal considered the oral evidence and the evidence in the Scott Schedule.

162. In respect of the Gas, the Respondent accepts that errors in the rate occurred which were caused by the fact that the account was set up by the freeholder. They also set out that there were difficulties with arranging for the bills to be paid as the bills were not in the name of the Respondent. The Respondent set out that the sums which had been overpaid as VAT has now been refunded and that a contract has been put in place with Gazprom.

163. The Tribunal accepted that there were delays with dealing with this, and that these issues ought to have been resolved prior to the Applicants occupation/ entering into the lease. The Tribunal has reflected this in the management fees. It has also made a deduction of 10% to reflect the delays in moving from the deemed tariff.

164. The Tribunal consider that whilst it is possible to obtain gas at a lower tariff, it is satisfied that by using a broker, the Respondent acted reasonably, accordingly the sums for gas (subject to the refund for VAT, and the sum of 10% is reasonable and payable by the Applicants for the period 2019.

165. The Tribunal has also considered that the Respondent ought to have managed the issue of the electricity, and not assumed that the Applicants were receiving the benefit of the solar panels.

166. Accordingly, the Tribunal has reduced the sum payable by 10% for 2019. The Respondent has accepted that the climate change levy will be refunded to the Applicants.

167. In respect of the sums payable, for 2020, the Tribunal noted that the premises was still on a deemed tariff, as this issue was still not resolved the Tribunal has reduced the total bill by 15%.

General Maintenance for 2020 in the sum of £2884.00

168. The Tribunal noted that the sum of £333.80 is conceded by the Applicant.

169. In relation to the work to lift the slabs on the roof. The Tribunal accepted the evidence of the Applicants, that this work was limited and there is no evidence that the work extended beyond a day. The Tribunal has determined that with two labourers undertaking this work in the sum of £600.00 with VAT of 20%. The total cost of this is £720.00.

170. The sum payable is limited to £1053.80

**Legal and Professional Fees
For (2020) in the sum of £720.00, and (2021) in the sum of
£1224.00**

171. The Tribunal has decided that the legal fees and professional fees for the Section 20B notice, are not reasonable and payable against the service charges as a separate item. The Tribunal consider that this work would normally be undertaken by the managing agents, as part of their normal day to day responsibilities, rather than as a separate charge.

172. In respect of the advice regarding lease reviews, any charges would normally be payable as against the individual leaseholder. The Tribunal are not satisfied that the sum charged is reasonable and

payable given the insufficiency of the information provided concerning this charge.

173. However, the costs that were incurred, would be at the behest of the freeholder, if the Respondent considers that there is a sum payable for this work.

The CCTV (2021) £600.00

174. The Tribunal consider that the cost of CCTV in the sum of £600.00 is reasonable and payable. The Tribunal consider that the cost of this contract is in the Tribunal's knowledge and experience within a rate which albeit not the most economical is within the band of reasonable charges.

The Reserve fund for 2021, in the sum of £25,000

175. The Tribunal is satisfied that under the terms of the lease in the eighth schedule clause 1,1,12,1 provide that reasonable provision may be made for a reserve fund, for "... items of expenditure which are of a periodically reoccurring nature"

176. The Tribunal consider that notwithstanding the age of the building it is reasonable to establish a reasonably robust reserve.

177. The Applicant and the Respondent accepted that the lease provided for this. The issue then is what is a reasonable sum for a reserve?

178. The Tribunal has noted that the sums put forward prior to 2021 were in the sum of £5000,00 and the Applicants consider that this is reasonable going forward.

179. However, the Respondent rightly is concerned that if there were any major works needed, there would be a short fall which would then need to be collected by the managing agents prior to the work being undertaken. The Tribunal are also aware that this is a relatively new building, and that one of the attractions for the leaseholders, would have been that in the short and medium term there would have been little if any major works required. Given this the Tribunal has tried to reflect a prudent position which balances the short-term interest of the leaseholder with the more long-term interest in ensuring good upkeep of the building.

180. It is clear that the current arrangements of £5000,00 is unlikely to provide a sufficient reserve, however given the age of the building,

the Tribunal is satisfied that an increase from £5000,00 to £25,000 without a future maintenance plan is not reasonable.

181. The Tribunal consider that the reserve fund should be linked to future works and should increase incrementally. The Tribunal therefore considers that the sum of £12,000 is a reasonable increase, until a budgeted plan is put in place.

182. **The Tribunal has set out the reductions to be made in the Scott Schedule, the Respondent is to set out the final service charges in a schedule for each of the years in issue. Within 28 days of this decision the Respondent shall set out the amount outstanding on the basis of the Tribunal's decision and issue a letter setting this out, together with revised demands.**

Application under s.20C and refund of fees

183. At the end of the hearing, the Applicant made an application for a refund of the fees that he had paid in respect of the application/hearing¹. Having heard the submissions from the parties and taking into account the determinations above, the tribunal has ordered the sum of £150.00 for half of the hearing and application fees to be refunded.

184. The Tribunal considers that although the Applicants have succeeded in a large part of their claim, however the award of a refund reflects their degree of success.

185. The Respondent is to refund any fees paid by the Applicant [within 28 days of the date of this decision].

186. In the application form in the statement of case and at the hearing, the Applicant applied for an order under section 20C of the 1985 Act. Having heard the submissions from the parties and taking into account the determinations above, the tribunal determines that it is just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act, so that the Respondent may not pass any of its costs incurred in connection with the proceedings before the tribunal through the service charge.

¹ The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013

Name: Judge Daley **Date:** 21.12.2021

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).