



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

Case Reference : **CAM/22U/LIS/2021/0053**

HMCTS : **CVP**

Property : **30 Thistledown Court, Basildon, Essex SS14 1LP**

Applicants (Tenant) : **Miss Lily Rose Brown**

Respondent (Landlord & Freeholder) : **Peabody Trust**

Type of Application : **1) to determine the reasonableness and payability of Service Charges (section 27A Landlord and Tenant Act 1985)**
2) for an order that the landlord's costs arising from the of proceedings should be limited in relation to the service charge (Section 20C of the Landlord and Tenant Act 1985)
3) for an order to reduce or extinguish the Tenant's liability to pay an administration charge in respect of litigation costs (Paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002)
4) an order for reimbursement of fees (Rule 13(2) Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013

Tribunal : **Judge J R Morris
Mr R Thomas MRICS**

Date of Application : **25th August 2021**
Date of Directions : **25th October 2021 & 16th March 2022**
Date of Hearing : **21st July 2022**
Date of Decision : **26th August 2022**

DECISION

Decision

1. The Tribunal determines that the Service Charge costs are reasonable except that of Management which should be reduced to £150.00 per annum for the years ending 31st March 2019, 2020 and 2021.
2. The Tribunal considers it just and equitable to make an Order under section 20C of the Landlord and Tenant Act 1985 that the Respondent's costs in connection with these proceedings should not be regarded as a relevant cost to be taken into account in determining the amount of any Service Charge payable by the Applicant.
3. The Tribunal makes an Order extinguishing the Applicants' individual liability to pay an administration charge in respect of litigation costs under paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002.
4. The Tribunal makes an Order under Rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 for the Respondent to reimburse the Applicant the Tribunal Application Fee of £100.00 and the Hearing Fee of £200.00 within 28 days of receipt of this Decision.

Reasons

Background

5. On 25th August 2021 the Applicant applied for:
 - a) A determination under section 27A of the Landlord and Tenant Act 1985 as to whether the service charges for 1st April 2018 to 31st March 2019, 1st April 2019 to 31st March 2020 and 1st April 2020 to 31st March 2021 are reasonable and payable under the Lease.
 - b) An order that the landlord's costs arising from the proceedings should be limited in relation to the service charge payable under section 20C of the Landlord and Tenant Act 1985.
 - c) An order to reduce or extinguish the tenant's liability to pay an administration charge in respect of the litigation costs under paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002.
6. Directions were issued on 1st December 2021. Further Directions were issued on 16th March 2022 with the following preamble:

“As confirmed on 10 February 2022, in view of the failure of Peabody Trust (the respondent landlord) to comply with case management directions in this matter, the hearing listed for 18 March 2022 has already been vacated. The applicant leaseholder has now obtained copy service charge accounts from Peabody and produced a bundle of documents, saying that she has sent a copy of this bundle to Peabody.

Correspondence and directions from the tribunal have been sent to Peabody's registered office and to various e-mail addresses, but not answered. The tribunal

office telephoned Peabody, who refused to put the tribunal case officer through to their legal department but confirmed the head office is the correct address for correspondence and provided an additional contact e-mail address of propertyaccountteam@peabody.org.uk. Peabody have not provided any other contact information despite a further call and a request through the online form on their website.

The following final directions are given to prepare for this matter to be determined at a new hearing. If any party fails to attend the hearing, the tribunal may proceed in their absence if they are satisfied that reasonable steps have been taken to notify them of the hearing and it is in the interests of justice to proceed.”

7. The Further Directions were complied with.

The Law

8. The Law relating to these proceedings is set out in Annex 3 and should be read in conjunction with this Decision and Reasons.

The Leases

9. A copy of the Lease relating to the Property was provided. The Lease is dated 18th September 2007 between Family Mosaic Housing (1) Landlord and Benjamin Adrian Stewart and Eleanor Jane Hussey (2) Tenants for a term of 125 years from 18th September 2007. The Lease was assigned to Lily Rose Brown and William John Powell on 23rd June 2016. The Lease was originally for shared ownership between the Landlord and the Tenants. On 5th September 2018 the Tenants purchased their share from the Landlord. The Official Copy of the Register of Title of Entry number EX 804881 was provided. The reversionary interest of the landlord was assigned to Peabody Estates.
10. The relevant parts of the Lease are set out in Annex 2.

Description

11. The Tribunal did not make and inspection but obtained the following description from the parties' written and oral representations and photographs provided and the Internet.
12. The Block in which the Property is situated is Block C of a Development of four linked blocks of purpose-built flats lettered A, B, C and D in communal grounds. The communal grounds comprise lawns, shrubs and trees and car parking with paved paths and walls. The Block is of three storeys with brick elevations to the ground floor and rendered to the first and second floors constructed circa 2007. The windows of the Block are upvc frames with double glazed units. There are 3 bin stores and a bike store in the communal grounds.
13. The internal common parts of the Block comprise an entrance hall, access to which is via a door entry system. From the hall rise stairs to landings. There are fire doors on each landing to a corridor, off which are the flats. The hallway, stairs and corridors are carpeted. The stairs have metal banisters in a frame of timber newel

posts and stringing. The hand rails are plastic covered metal. There is a notice board in the hallway and post boxes.

14. The Property is a second floor flat in Block C of the Development. The flat has a living room with balcony, two bedrooms, a bathroom and a kitchen.

Hearing

15. A hearing was held by video conferencing on 21st July 2022 which was attended by Miss Lily Brown, the Applicant and Ms Claire Cooper representing the Respondent.

Service Charge

16. The Applicant and the Respondent, each provided a Statement of Case together with various supporting documents for the years in issue which were 1st April 2018 to 31st March 2019, 1st April 2019 to 31st March 2020 and 1st April 2020 to 31st March 2021. Both parties confirmed their written representations at the hearing.
17. The Applicant provided accounts for **Actual Costs** incurred for the period 1st April 2018 to 31st March 2019:

1st April 2018 – 31st March 2019		
Items	Total Cost of Item	Tenant’s Contribution
	£	£
Estate Costs		2.70222%
Bulk Refuse	0	0
Gardens & Grounds	7,505.31	202.81
Sub Total	7,505.31	202.81
Estate Fabric Costs		
Details Below	68.38	1.85
Sub Total	68.38	1.85
Block Costs		11.1111%
Door Entry	177.57	19.73
Fire Equipment & Risers	0	0
Emergency Lighting	0	0
Communal Cleaning	3,134.25	348.25
Window Cleaning	67.50	7.50
Pest Control	0	0
Electricity	92.52	10.28
Sub Total	3,471.84	385.76
Block Fabric Costs		11.1111%
Details below	1,186.07	131.79
Sub Total	1,186.07	131.79
Other Charges		
Management Fee		275.00
Property Insurance		150.00
External Audit Fee		6.98
Total		

18. The itemised expenditure for **Fabric Costs** for 1st April 2019 to 31st March 2020 were as follows:

1st April 2019 – 31st March 2020		
	Total Cost of Invoice	Tenant's Contribution
	£	£
<i>Estate Fabric Invoices</i>		2.70222%
Communal side timber gate leading to garden. Repairs bolt and latch	34.78	0.94
External gate not shutting	33.60	0.91
Total	68.38	1.85
<i>Block Fabric Invoices</i>		11.11111%
Front communal entrance door closer and the lock on the back door is also broken	43.12	4.79
Communal lighting in the stairwells of floor 1 and 2 are not working	89.39	9.93
No water to Block. Water board have been, no issues their end. Possible issue with communal water tank	19.19	2.13
Roof tiles loose and at risk of falling	982.85	109.21
Roof tiles loose and at risk of falling	51.52	5.72
Total	1,186.07	131.78

19. The Applicant provided accounts for **Actual Costs** incurred for the period 1st April 2019 to 31st March 2020:

1st April 2019 – 31st March 2020		
Items	Total Cost of Item	Tenant's Contribution
	£	£
<i>Estate Costs</i>		2.70222%
Bulk Refuse	966.15	26.11
Gardens & Grounds	7,333.08	198.16
<i>Sub Total</i>	8,299.23	224.27
<i>Block Costs</i>		11.11111%
Door Entry	1,045.32	116.15
Emergency Lighting	1,194.48	132.72
Communal Cleaning	3,443.65	382.61
Window Cleaning	357.37	39.91
Electricity	429.44	47.72
<i>Sub Total</i>	6,470.06	719.11
<i>Fabric Costs</i>		11.11111%
Details below	483.62	53.74
<i>Sub Total</i>	483.62	53.74
<i>Other Charges</i>		
Management Fee		275.00
Property Insurance		145.00
External Audit Fee		5.50
<i>Sub Total</i>		425.50
Total		1,422.42

20. The itemised expenditure for **Fabric Costs** for 1st April 2019 to 31st March 2020 were as follows:

1st April 2019 – 31st March 2020	Total Cost of Invoice	Tenant's Contribution
	£	£
<i>Block Fabric Invoices</i>		11.1111%
Rectify communal lighting in the stairwells of floors one and two as not working	89.39	9.93
Inspection of communal water tank as no water to block	19.18	2.13
Ease and adjust door closure on communal entrance door	9.26	1.03
Rectify communal external lights as always on. Light switch re-set.	36.01	4.00
Repair to communal front door as not secure, reported by tenant.	49.92	5.55
Renew pair of sash locks, change window handles and fit window restrictors	279.86	31.09
Total	483.62	53.73

21. The Applicant provided accounts for **Actual Costs** incurred for the period 1st April 2019 to 31st March 2020:

1st April 2020 – 31st March 2021		
Items	Total Cost of Item	Tenant's Contribution
	£	£
Estate Costs		2.70222%
Bulk Refuse	0	
Gardens & Grounds	7,595.98	205.26
Sub Total	7,595.98	205.26
Estate Fabric Costs		
Details Below	635.57	17.17
Sub Total	635.57	17.17
Block Costs		11.1111%
Door Entry	78.00	8.67
Fire Equipment & Risers	2,250.00	250.00
Communal Cleaning	1,823.31	202.59
Pest Control	178.20	19.80
Electricity	457.36	50.82
Sub Total	6,470.06	582.31
Block Fabric Costs		11.1111%
Details below	653.18	72.58
Sub Total	653.18	72.58
Other Charges		
Management Fee		275.00
Property Insurance		166.00
External Audit Fee		4.99

Sub Total		445.99
Total		1,272.88

22. The itemised expenditure for **Fabric Costs** for 1st April 2020 to 31st March 2021 were as follows:

1st April 2020 – 31st March 2021	Total Cost of Invoice	Tenant's Contribution
	£	£
Estate Fabric Invoices		2.70222%
Bin store doors have fallen off injuring resident	635.57	17.17
Total	635.57	17.17
Block Fabric Invoices		11.1111%
Supply and fit Peabody access panel to replace the current entry phone system panel	436.60	48.51
Survey required to the gas riser to ensure ventilation Repair external lighting	83.45	9.27
Make safe and secure communal windows (wooden framed) on all floors not secure	133.13	14.79
Total	653.18	72.58

23. Inspection Reports provided as follows:
29th April 2019
20th December 2019
10th January 2020
10th June 2021
21st October 2021
24. At the hearing the Tribunal referred to each of the issues the Applicant had raised in her Statement of Case as set out in the Scott Schedule which were replied to by the Respondent and the parties respective supporting documents. The Parties confirmed their respective Statements of Case and added further representations and submissions in the course of the hearing.

Windows

25. The Windows repair costs were put in issue. These were part of the Block Fabric Costs for 2020 and 2021 for which the Applicant's contribution is 11.1111%.
- The narrative in the accounts for year ending 31st March 2020 stated: "Renew pair of sash locks, change window handles and fit window restrictors". The total cost was £279.86 of which the Applicant's contribution was £31.11
 - The narrative for the accounts for the year ending 31st March 2021 stated: "Make safe and secure communal windows (wooden framed) on all floors not secure". The total cost was £133.13 of which the Applicant's contribution was £1.46.
26. The Applicant said that the Windows do not have the recommended window hardware installed making them insecure and potentially dangerous. They are falling and hanging off their hinges and on two occasions they have completely blown out and crashed to the ground on the public highway and adjacent to

residents' cars. This ongoing issue has still not been rectified. Despite all the other blocks in Thistledown having secure bars placed around them.

27. The Health and Safety Lead Gary Holdsworth visited from Peabody Trust and recommended that secure bars inside or outside needed to be actioned immediately. The Applicant said that the only window in her block that has been dealt with by the Respondent with an inside safety clasp being fitted is a totally different frame, handle and colour to the other windows. The Applicant said that this showed poor workmanship by the contractors and the window was now falling apart.
28. In response to the Tribunal's questions the Applicant said that she had put the window repairs in issue not only for the year in which they were repaired which was in 2020 but for 2019 because she had made complaint about the poor condition of the windows and the precarious state of the glass but nothing had been done to address the problem.
29. The Applicant said that it was a particular problem for Block C. The other Blocks have been maintained in a better condition.
30. Invoices can be provided and it was believed that these costs were reasonably incurred. For 2021 the Respondent said that the records had been checked and it was found that on 28th May 2020 a tenant reported to the Neighbourhood Manager that the communal windows (wooden framed) on all floors were not secure and have fallen previously. A job was then raised to check all the windows opened and closed correctly and that the hinges were secure. The contractor noted that one frame restrictor was missing and fitted a new one. All windows were eased and adjusted. The Respondent said that despite what the tenant said, no record could be found of any windows falling out. In terms of the repair that was carried out the Respondent said it always tries to do like for like but this is not always possible and so the closest match was fitted. It was submitted that these charges were reasonably incurred.
31. The Applicant accepted that some work had been done but there was still a problem. She said that she had texts confirming that she had made a report but nothing further was received.

Bin Shed

32. The Applicant put the Bin Store costs in issue. The only cost that the Tribunal was able to identify in respect of the Bin Shed was that relating to the renewal of the Bin Store doors in the year ending 31st March 2021 when they fell off injuring a resident. The Applicant's contribution was 2.7022% of the £635.37 charge which was £17.17, as it was an Estate Fabric Charge.
33. The Applicant said that the bin area requires overhauling as it is now falling down and is dangerous and unsightly, makes the area look disgusting and unkempt. She said it has no lock or doors on it so the Block was regularly a victim of fly tipping. Vermin are now nesting in the Shed and the uneven ground and blocked drain means this area is regularly flooded, never cleaned, a breeding ground for all sorts of diseases. A photograph was provided of the bin store shed door having fallen off and resting on the bushes next to the store.

34. The Respondent said The Neighbourhood Manager raised a repair for a new door to be installed in the bin area and that's what the charge referred to in the accounts relates to. When fly tipping occurs the Neighbourhood Manager arranges for a bulky waste collection to remove the items. The contractor is called Wettons. There were no reports of fly tipping in this service charge year which is why the full budgeted amount was credited to you at year end.
35. The pest control contractor did not believe that the bin store area was the source of the vermin.
36. The Respondent said that it was believed this cost has been reasonably incurred. Total cost to the block £635.57, leaseholder's share £17.17.
37. At the hearing a reference was made to the Reports provided by the Respondent. It was noted that with regard to External Cleaning the bin stores were not cleaned or disinfected in the Reports dated 29th April 2019, 20th December 2019, 10th January 2020 but they were cleaned and disinfected in the reports dated 10th June 2021 and 21st October 2021.
38. The Applicant said that the photographs in the Report omitted to show the bin store for Block C which was in a poor condition unlike the other Bin Stores.

Cleaning

39. The Cleaning costs were put in issue of which were:
2019 Total £3,134.25; Applicant's Contribution £348.25 plus £7.50 Deep Clean
2020 Total £3,443.65; Applicant's Contribution £382.61
2021 Total £1,823.31; Applicant's Contribution £202.59
40. The Applicant said no deep cleaning of the communal hallway has been undertaken. Everywhere is dirty, dusty and looking unkempt. The communal windows are filthy and you cannot see out of them adequately.
41. The Respondent said that the Neighbourhood Manager conducts regular inspections and has advised that the cleaning is of a good standard. The only recent issues have been that the external windows looked dirty following a recent sandstorm. Window clean requested and deep clean confirmed from Wettons that was due to take place on 31st March 2022. Deep cleans are scheduled for every 6 months. The Respondent said that this charge was reasonably incurred.
42. It was submitted none of the examples justify disputing the invoice and feel that this cost was reasonably incurred. The leaseholder's share of these costs was £72.58.
43. At the hearing the Respondent's Representative said that the cleaner attended weekly. However, they did not clean everything each week. The internal block clean would include vacuuming the carpets each week and wiping surfaces but window cleaning was rotated over a four-week period.
44. The Applicant said that she had worked from home during the years in issue and the windows were cleaned once. She said that there were cobwebs and insects and dust

in the light fittings. The Applicant referred to the Reports regarding Internal Cleaning and said she did not consider them to be accurate. It was noted that there were 8 months between the Report of 29th April 2019 and 20th December 2019, and 6 months between the reports dated 10th January 2020 and 10th June 2021 with a further 5 months until the report dated 21st October 2021.

Vermin Infestation

45. The Vermin Infestation costs were put in issue of which the Applicant's contribution was:
2019 £131.79
2020 £0
2021 £178.20
46. The Applicant said that mice had nested in her loft via the stack pipe, as the bin shed is a breeding ground for them. She said she got a private pest control survey undertaken, which she sent to Peabody confirming this.
47. The Respondent said that the leaseholder's loft is within her demise and so this cannot be recharged to the Block's Service Charge.
48. With regard to the cost of pest control for the communal areas it was said that the records showed that on 20th November 2020 a leaseholder reported that there were mice in the communal areas. A job was raised for Capital Pest Control and they reported back that they believed the vermin were accessing the Block via the communal stack pipe. A job was then raised with Shield to carry out a mouse baiting treatment programme. Total charge for the block was £178.20, for which the Applicant's share was £19.80. The treatment programme having been carried out there had not been any further reports of mice received.
49. The Applicant said that she accepted that pest control measures to poison the mice in the Bike Sheds had taken place but the mice had been able to access the loft space through holes in the wall of the block in the Bike Shed. They had been able to get from the ground floor common areas into the Applicant's demise. Notwithstanding that there were three visits the holes have never been blocked up to prevent vermin accessing her flat from the Bike Shed.

Bike Shed

50. The costs relating to the Bike Shed were put in issue however it was not clear what costs relating to the bike shed had been incurred.
51. The Applicant said that the bike compound needs the metal gate eased and adjusted and secured so it can be closed. Also, a thorough clean is needed. It is filthy. At the hearing the Applicant said that there are two Bike Sheds but in 6 years it has not been possible to use them because they are in such a poor condition. None of the Reports refer to the Bike Sheds
52. The Neighbourhood Manager has previously requested Wettons clean the bike store every Thursday during their visit. The gate was found to be working during the last estate inspection but will be checked again on the next one.

53. The Respondent said that the cleaning of the bike shed was included in the Cleaning costs for 2021 which it was believed had been reasonably incurred.

Gardening

54. The following costs which are the Applicant's contribution were attributed to Gardening:
2019 Total £7,505.31; Applicant's Contribution £202.81
2020 Total £7,333.08; Applicant's Contribution £198.16
2021 Total £7,595.98; Applicant's Contribution £205.26
55. The Applicant said that there are unkempt bushes and large sparse areas where plants have died and they have never been replanted. Every green area looks awful. Rubbish under bushes.
56. At the hearing the Applicant said that the grass had not been cut and she had never seen anyone with a lawnmower. Some of the bushes had died and had not been replaced. She said she had seen no evidence of the replanting claimed by the Respondent.
57. The Neighbourhood Manager has not received any complaints about the gardening. The Estate Inspection reports note that the gardening is of a high standard. It was believed the cost had been reasonably incurred.
58. At the hearing the Respondent's Representative said that gardening was carried out once a week during Spring and Summer and at other times of the year once a month when replanting also takes place. It was confirmed that the grounds were cleared of litter.
59. Photographs were provided by the Applicant which showed the bushes in need of cutting and photographs were provided in the Reports which showed the Grounds in good order. It was noted that as with Cleaning that there were 8 months between the Report of 29th April 2019 and 20th December 2019, and six months between the reports dated 10th January 2020 and 10th June 2021 with a further 5 months until the report dated 21st October 2021.

Internal Maintenance

60. The Applicant made the following complaints about the standard of Internal Maintenance:
- The Communal hallway carpet is old and worn, hanging off. A serious trip hazard.
 - The Paint work is patchy, with mismatching colours and in need of general upgrade.
 - The maintenance to the internal and external areas of the block.
 - The painting is tired, shabby and in bad condition.
 - The banister woodwork throughout the communal areas is cracked and has chunks of wood missing. The paintwork has worn away. Splinters of wood are a hazard when holding onto it

- The flats are nearly 14 years old, and despite Peabody admitting to me that there should have been 5-year cycle of overhaul maintenance, these programmes have never taken place.
 - The exterior woodwork is in dire need of painting to maintain the integrity of the building, and as this has not been undertaken the frames and other woodwork has started to rot.
61. The Tribunal stated at the hearing that the matters that the Applicant had put in issue related to works that the Applicant considered should have been carried out under the Lease but had not been undertaken. If there were a failure in this regard it could be one of two things.
 62. First it might be a breach of the Lease. If it were, then the resolution of the issue is not within the jurisdiction of the Tribunal. The Tribunal can only determine whether a service charge cost that has been incurred is reasonable. If a cost has been incurred but no work has been done then that would be an issue for the Tribunal but if a cost has not been incurred because the work has not been done then there is no charge for the Tribunal to determine.
 63. Secondly it might be a criticism of management and the Applicant might therefore be submitting that the management fee is excessive because the management has not actioned work that should have been carried out.
 64. The Applicant stated that it was the latter.
 65. The Respondent said that the Neighbourhood Manager is happy to meet with the leaseholder to discuss the carpet but has not had any complaints about it and does not agree that it is a health and safety risk.
 66. Neighbourhood Manager agrees that the paint work could do with an upgrade.
 67. Neighbourhood Manager is happy to meet the leaseholder on site to view the bannisters but has not had any concerns regarding the bannisters raised previously and does not feel this is a health and safety risk re: splinters.
 68. We do not always carry out cyclical maintenance every 5 years. Where the lease recommends every 5-7 years, we will survey the block when it is 'due' and if it is not in urgent need of significant work, we sometimes wait a year or two in order to relieve the financial burden on leaseholders.

Management

69. The Tribunal identified that the Applicant's main issue was the standard of management. The Respondent's Representative said that the Applicant had not raised this as a specific issue in the Scott Schedule. The Tribunal was of the opinion that it was apparent from the issues raised that the Applicant questioned the standard of management and the Respondent should be ready to address that issue. In any event it had provided the Management Reports.
70. The Applicant said that she had on numerous occasions contacted the management to complain about the issues she had raised namely the state of the communal

windows, the condition of the bin Store and Bike Sheds, the poor standard of cleaning and gardening and the overdue decoration. She referred to a list of complaints dated 21st February 2020. (Unfortunately, the copy was so poor it could not be read clearly.)

71. The Applicant referred the Tribunal to an email she had sent on 17th March 2021 (copy provided). The email was to Customer Services and was headed "Complaint against failure to act. "The text read I sent this email 5 days ago and am yet to get a response or acknowledgement. Please can someone respond." The email below it was dated 12th March 2021 and referred to a report from the Respondent dated 13th May 2020 about which the Applicant was raising a complaint.
72. The Applicant also referred to an email dated 12th April 2021 addressed to Peabody Direct, and was headed "Pre-Action Protocol" followed by the address of the Property. The text read "I am writing about communal housing conditions at the above address". The text went on to state the following defects exist at the property and listed the complaints raised as issues in the present proceedings.
73. The Applicant said that in the past two years she had sent many texts and emails and sometimes received an acknowledgement but nothing more. Her complaints were never responded to or addressed. She had gone through the complaints procedure but received no response. She therefore came to the Tribunal as the last resort.
74. In response to the tribunal's questions, the Respondent's Representative said that there was a dedicated customer services team to deal with complaints and issues raised such as those referred to by the Applicant. In addition, she said that there were other teams which dealt with different aspects of the Peabody Estate. There were the Leasehold Team, the Home Ownership team and the Resale team. The Applicant's Property came within the Home Ownership Team of which the Respondent's Representative was the Head and dealt with Governance and Complaints. In addition, there was a Service Charge Team that deal with the management of the Estate This included
 - Liaising with the Neighbourhood Management Team who inspected the property and checking for minor repairs and instructing contractors;
 - Responding to emergencies, there was a 24 hour call out service;
 - Preparing section 20 Notices on instructions from the Neighbourhood Management Team following annual surveys of the Building and assessing when major works are required;
 - Preparing of estimates and demands;
 - Collection of rents and service charges; and
 - Making and accounting for payments and receipts.
75. The Neighbourhood Management Team were the people in direct contact with the Property and the occupiers. Prior to March 2020 the Neighbourhood Management Team would inspect the Estate monthly but due to the Covid Restrictions staff were working from home and as noted above the inspections were about 6 monthly.
76. The Respondent's Representative said that anything that is a complaint that it has not been possible to satisfactorily address in the initial response is referred to her

team and she would see the report of them. The Respondent's Representative said that as Head of Home Ownership she had not seen any of the complaints to which the Applicant referred. She had only become aware of the Applicant's complaints following her application to the Tribunal when she had sought to deal with the matters over the telephone.

77. The Respondent's Representative said that there had been some disruption during the years in issue. Two of the London Offices of the Respondent had closed and due to the Coronavirus restriction and the introduction of flexible working, many staff were working from home. In addition, she had not long returned from maternity leave and although all complaints should have been dealt with in her absence the fact that she was not able to find a record of the Applicant's complaints meant that there may have been lapses.

Decision re Service Charge

78. The Tribunal considered each of the items raised by the Applicant taking into account the evidence adduced and the submissions made.

Windows

79. The Tribunal found that there was no evidence to indicate that the work carried out on the windows in the years ending 31st 2020 and 2021 was not of a reasonable standard or at a reasonable cost. The Applicant's main point was that it was insufficient and that more was needed to be done. As stated, the Tribunal only has jurisdiction with regard to costs actually incurred.

Bin Shed

80. The Tribunal found that the cost of renewing the Bin Shed doors was not in one of the years in issue. The Applicant's point was that she had been complaining about the poor condition of the doors and the Bin Shed for Block C in general since 2019. In the event the Bin Store doors were replaced in the year ending 31st March 2021 after they had fallen off injuring a resident, as stated in the narrative for the repair. There was no evidence to indicate that the work carried out in the year ending 31st March 2021 was not of a reasonable standard or at a reasonable cost.

Cleaning

81. The Tribunal found that there was no evidence to indicate that the cost of Cleaning was not reasonable provided it was of a reasonable standard. The Tribunal found that the parties disagreed as to the standard of Internal Cleaning. The Tribunal found that notwithstanding that there were 8 months between the report of 29th April 2019 and 20th December 2019, and 6 months between the reports dated 10th January 2020 and 10th June 2021 with a further 5 months until the report dated 21st October 2021, the photographs and narrative showed that on the day of the inspection cleaning was of a reasonable standard. There may well have been lapses between reports but there was insufficient evidence to conclude it was not of a reasonable standard to justify the cost.

Vermin Infestation

82. The Tribunal found that the Applicant did not dispute that pest control measures had been carried out or that those measure that were taken were not at a reasonable cost. The Applicant's main point was that there were holes through which vermin, mice in particular could gain access to the Property from the Common Parts. The Tribunal was in agreement that this work should have been carried out or some reason given as to why it was not necessary. This omission was a management failure. As an omission no cost was incurred and therefore it was not within the Tribunal's jurisdiction.

Bike Shed

83. The Tribunal found that no costs had been incurred relating to the Bike Shed therefore it was not within the Tribunal's jurisdiction to make a determination. The failure to arrange for the cleaning of the Bike Sheds is a management matter. It was noted that the cleaning of the bike shed was included in the Cleaning costs for 2021.

Gardening

84. The Tribunal found that there was no evidence to indicate that the cost of Gardening was not reasonable provided it was of a reasonable standard. The Tribunal found that the parties disagreed as to the standard of the Gardening. As with the Internal Cleaning, the Tribunal found that notwithstanding that there were 8 months between the report of 29th April 2019 and 20th December 2019, and 6 months between the reports dated 10th January 2020 and 10th June 2021 with a further 5 months until the report dated 21st October 2021, the photographs and narrative showed that on the day of the inspection Gardening was of a reasonable standard. There may well have been lapses between reports but, taking into account that depending on weather conditions the grounds may appear overgrown prior to be cut back, there was insufficient evidence to conclude it was not of a reasonable standard to justify the cost charged.

Internal Maintenance

85. As stated at the hearing the Applicant matters raised with regard to Internal Maintenance related to work not having been done and as this work had not been a cost incurred in the Service Charge the Tribunal had no jurisdiction to make an order or determination. However, the Tribunal did find that it was a criticism of management.

Management

86. The Tribunal found that there were failings in management. It appreciated that during the Coronavirus Restrictions management had been very difficult. It also understood that complaints, in particular those of the Applicant had not been dealt with appropriately while the Respondents' Representative, as Head of Home Ownership, had not been at the helm. Nevertheless, the Property is the Applicant's home and omissions identified by her have caused her considerable distress.

87. The Tribunal accepted the Applicant's statements that she had on numerous occasions contacted the management to complain about the issues she had raised in her application and had not had any or any satisfactory response. The emails included in the bundle support this as does the lack of a report on these complaints that the Respondent's Representative, as Head of Home Ownership, could call up on her computer following her absence.
88. The Tribunal would have liked to have seen a report confirming the windows and the Bike Sheds were in good order. The narrative regarding the Bin Shed doors confirms the complaint made by the Applicant that they were in poor condition and they did fall on a resident.
89. The Tribunal could not verify the poor standard of cleaning and gardening. The Applicants photographs only provided evidence of an instance but equally well the reports provided by the Respondent showing the cleaning and gardening were up to 8 months apart.
90. With regard to the issues raised by the Applicant concerning the maintenance issues it was recognised that the Respondent adopted a sensible approach by not carrying out works unnecessarily or pre-emptively. However, it is important to keep Home Owners informed of when it is anticipated that re-decoration is to take place.
91. Overall, the Tribunal found that central administration was lacking in not addressing the Applicant's complaints and the Neighbourhood Management Team were lacking in not inspecting the Estate and following up the complaints made by the Applicant had they been recorded and referred to the Neighbourhood Management Team. The Tribunal could not see why more regular inspections were not carried out notwithstanding the Covid Restrictions as they did not require contact with residents.
92. The Tribunal considered that the Management fee of £275.00 per unit was a charge for a much higher standard of service than the Applicant was receiving. The Tribunal determined that a reasonable charge taking into account the standard of service delivered was £150.00 for the years 31st March 2019, 2020 and 2021.

Application re Section 20C & Paragraph 5A of Schedule 11

93. The Applicant applied for an order under section 20C of the Landlord and Tenant Act 1985 that the landlord's costs arising from the proceedings should be limited in relation to the service charge and for an order under paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002 to reduce or extinguish the Tenant's liability to pay an administration charge in respect of litigation costs.
94. Leases may contain provisions enabling a landlord to obtain the costs incurred in proceedings before a tribunal or court either through the service charge or directly from a tenant. Where the lease contains these provisions, the costs of the proceedings could be claimed by a landlord under either lease provision but not both. The difference between the two was referred to in the *Freeholders of 69 Marina St Leonards on Sea v Oram & Ghoorun* [2011] EWCA Civ 1258.

95. The provision enabling a landlord to claim its costs through the service charge might be seen as collective, in that a tenant is only liable to pay a contribution to these costs along with the other tenants as part of the service charge. Under section 20C of the Landlord and Tenant Act 1985 a tribunal may, if it is satisfied it is just and equitable, make an order that a landlord's costs, either in part or whole, cannot be re-claimed through a service charge.
96. The provision enabling a landlord to claim its costs directly from a tenant might be seen as an individual liability, whereby a tenant alone bears the landlord's costs of the proceedings. Under paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002 a tribunal may, if it is satisfied it is just and equitable, make an order that a landlord's costs, either in part or whole, cannot be re-claimed directly from a tenant.
97. First the Tribunal considered whether the Lease contained a provision allowing the Landlord to claim its legal costs through the Service Charge. The Tribunal was of the opinion that Clause 7(5)(c) did enable the Respondent to include the landlords' costs in the Service Charge in respect of these proceedings.
98. Secondly the Tribunal considered whether the Lease contained a provision allowing the Landlord to claim its legal costs directly from the Tenant Applicant. It was of the opinion that Clause 3 (9) of the Lease is authority for the Landlord to claim its legal costs directly from an individual leaseholder but only in respect of costs incurred for the purposes of or incidental to the preparation and service of a Notice under section 147 or 147 of the Law of Property Act 1925. Such Notices are only served in relation to a breach of lease which is not the case here. Nevertheless, tribunals are, for the avoidance of doubt, encouraged to make an order where it is just and equitable to do so.
99. In support of her Application the Applicant stated that she had not stopped paying notwithstanding that she had received no response from her telephone calls and emails. She made the application to the Tribunal as a last resort.
100. The Respondent's Representative said that few costs had been incurred in relation to the proceedings and that the Respondent would not be including these in the Service Charge.

Decision re Section 20C & Paragraph 5A of Schedule 11

101. The Tribunal firstly considered whether it would be just and equitable to make an order under section 20C of the Landlord and Tenant Act 1985. In doing so the Tribunal took account of *Plantation Wharf Management Ltd v Fairman & Ors* [2019] UKUT 236 (LC) where it was held that an order under section 20C, if any order was made, could only apply to the Applicants.
102. The Tribunal found that there were 9 Flats in the Building. As a result, the Tribunal was not satisfied that it would be just and equitable to exempt the Applicant from paying a share of the costs included in a Service Charge resulting from proceedings in which only the Applicant was involved. Therefore, the Tribunal does not make an Order under section 20C of the Landlord and Tenant Act 1985 that the Respondent's costs in connection with these proceedings should not be regarded as

relevant costs to be taken into account in determining the amount of any Service Charge payable.

103. The Tribunal then considered whether it would be just and equitable to make an order under paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002. The Tribunal considered the conduct of the parties and the outcome of the proceedings.
104. Essentially, the Applicant's case was that she considered the Management Fees unreasonable. The Tribunal found that the claim justified that in not responding satisfactorily to the complaints and issues raised by the Applicant the management service had fallen significantly short.
105. Therefore, the Tribunal is satisfied it is just and equitable to make an Order extinguishing the Applicant's liability to pay an administration charge in respect of litigation costs under paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002.

Reimbursement of Fees

106. Under Rule 13(2) and (3) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 the Tribunal may make an order requiring a party *to reimburse to any other party the whole or part of the amount of any fee paid by the other party which has not been remitted by the Lord Chancellor. The Tribunal may make an order under this rule on an application or on its own initiative.*
107. The reimbursement of fees does not require the Respondent to have acted unreasonably.
108. The Tribunal found that because the Respondent had not replied to the Applicant's calls and emails the matter had escalated so that the Applicant felt her only recourse was to apply to the Tribunal. Following her application Directions were made which were not complied with by the Tribunal requiring further Directions to be made. The Tribunal was of the opinion that the lack of response appeared to be because proper cover was not provided and cataloguing of the Applicant's correspondence was not carried out by the responsible team. The matter was then belatedly left to the Respondent's Representative to deal with the proceedings on her return from maternity leave giving no opportunity for a settlement to be reached before the application was made. Therefore, the Tribunal determined that it was just and equitable to make an order for the Respondent to reimburse the Applicant the Tribunal Application Fee of £100.00 and the Hearing Fee of £200.00 within 28 days of receipt of this Decision.

Judge JR Morris

APPENDIX 1 - RIGHTS OF APPEAL

1. If a party wishes to appeal the 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.
2. 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.
3. 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.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e., give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking.

APPENDIX 2 – RELEVANT CLAUSES OF THE LEASE

1. Clause 1 (2) (b)
The Common Parts means "the Common Parts" means the lifts hallways entrances landings staircases balconies (save and excepting any exclusively serving any flat within the Block) dustbin enclosure boundary walls or fences and other parts of the Estate and any access areas steps pedestrian ways footpaths or accessways communal play and/or garden areas and car parking spaces (other than those demised) and the forecourts of the Estate and any other areas or facilities in the Block which are used or intended for use by the Leaseholders of the flats within the Block together with the Tenants of the Estate

2. Clause 3
THE Leaseholder HEREBY COVENANTS with the Landlord -
(2) (b) To pay the Service Charge in accordance with Clause 7

3. Clause 5
THE Landlord HEREBY COVENANTS with the Leaseholder as follows:-
 - (2) That the Landlord will at all times during the term (unless such insurance shall be vitiated by any act or default of the Leaseholder) keep or procure to keep the Block insured against loss or damage by fire and such other risks as the Landlord may from time to time reasonably determine...

 - (3) ...the Landlord shall maintain repair redecorate and renew (or procure the maintenance repair redecoration and renewal of):-
 - (a) the roof foundations balconies (if any) and main structure of the Block and all external parts thereof including all external and load-bearing walls the windows and doors on the outside of the flats within the Block (save the glass in any such doors and windows and the interior surfaces of walls) and all parts of the Block which are not the responsibility of the Leaseholder under this Lease or of any other Leaseholder under a similar lease of other premises in the Block (including (for the avoidance of doubt) the Common Parts of the Block and the Estate Provided always the Landlord shall redecorate as necessary the outside doors of the Premises PROVIDED FURTHER that the Landlord shall not be liable for the maintenance or repair of any balconies resulting from damage thereto caused by or as a result of default of the Leaseholder
 - (b) the pipes sewers drains wires cisterns and tanks and other gas electrical drainage ventilation and water apparatus and machinery in under and upon the Block (except such as serve exclusively an individual flat in the Block and except such as belong to British Telecom or any public utility supply authority)
 - (c) the Common Parts

 - (4) That subject as aforesaid and so far, as practicable the Landlord will keep or procure that the Common Parts are adequately cleaned and lighted

PROVIDED THAT

- (b) the Landlord may add to diminish modify or alter any such service if by reason of any change of circumstances during the term such addition diminution or alteration is in the opinion of the Landlord reasonably necessary or desirable in the interest of good estate management or for the benefit of the occupiers of the Block

4. Clause 7

- (1) In this Clause the following expressions have the following meanings-
 - (a) "Account Year" means a year ending on the 31st March
 - (b) "Specified Proportion" means the proportion as specified in the Particulars
 - (c) "the Service Provision" means the sum computed in accordance with subclauses (4), (5) and (6) of this clause
 - (d) "the Service Charge" means the Specified Proportion of the Service Provision
 - (e) "the Surveyor" means the Landlord's professionally qualified surveyor and may be a person in the employ of the Landlord
- (2) The Leaseholder HEREBY COVENANTS with the Landlord to pay the Service Charge during the term by equal payments in advance at the times at which and in the manner in which the rent is payable under this Lease PROVIDED ALWAYS all sums paid to the Landlord in respect of that part of the Service Provision as relates to the reserve referred to sub-clause 4(b) hereof shall be held by the Landlord in trust for the Leaseholder until applied towards the matters referred to in sub-clause 5 hereof and all such sums shall only be so applied. Any interest on or income of the said sums being held by the Landlord pending application as aforesaid shall (subject to any liability to tax thereon) be added to the said reserve
- (3) The Service Provision in respect of any Account Year shall be computed before the beginning of the Account Year and shall be computed in accordance with Clause 7(4)
- (4) The Service Provision shall consist of a sum comprising-
 - (a) the expenditure estimated by the Surveyor as likely to be incurred in the Account Year by the Landlord upon the matters specified in Clause 7(5) together with
 - (b) an appropriate amount as a reserve for or towards such of the matters specified in Clause 7(5) as are likely to give rise to expenditure after such Account Year being matters which are likely to arise either only once during the then unexpired term of this Lease or at intervals of more than one year including (without prejudice to the generality of the foregoing) such matters as the decoration of the exterior of the Building (the said amount to be computed in such manner as to ensure as far as is reasonably foreseeable that the Service Provision shall not fluctuate unduly from year to year) but
 - (c) reduced by any unexpended reserve already made pursuant to sub-clause (b) in respect of any such expenditure as aforesaid

- (5) The relevant expenditure to be included in the Service Provision shall comprise all expenditure reasonably incurred by the Landlord in connection with the repair management improvement renewal (including any latent defect) redecoration maintenance and provision of services for the Building and shall include (without prejudice to the generality of the foregoing)
- (a) the costs of and incidental to the performance of the Landlord's covenants contained in Clauses 5(2) and 5(3) and 5(4)
 - (b) the costs of and incidental to compliance by the Landlord with every notice regulation or order of any competent local or other authority in respect of the Building (which shall include compliance with all relevant statutory requirements)
 - (c) all reasonable fees charges and expenses payable to the Surveyor any solicitor accountant surveyor valuer architect or other person whom the Landlord may from time to time reasonably employ in connection with the management or maintenance of the Building including the computation and collection of rent ...
 - (e) any administrative charges incurred by or on behalf of the Landlord including but not limited to:
 - (iv) costs arising in connection with a breach (or alleged breach) of this Lease
- (6) As soon as practicable after the end of each Account Year the Landlord shall determine and certify the amount by which the estimate referred to in Clause (7)(4)(a) shall have exceeded or fallen short of the actual expenditure in the Account Year and shall supply the Leaseholder with a copy of the certificate and the Leaseholder shall be allowed or as the case may be shall pay forthwith upon receipt of the certificate the Specified Proportion of the excess or the deficiency

APPENDIX 3 – THE LAW

The Law

1. The relevant law is contained in the Landlord and Tenant Act 1985 as amended by the Housing Act 1996 and Commonhold and Leasehold Reform Act 2002.
2. Section 18 Landlord and Tenant Act 1985
 - (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, improvement 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 of which the service charge is payable.
 - (3) for this purpose
 - (a) costs include 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 period
3. Section 19 Landlord and Tenant Act 1985
 - (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 provision 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.
4. Section 27A Landlord and Tenant Act 1985
 - (1) An application may be made to a leasehold valuation 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 a leasehold valuation 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 arbitration agreement to which the tenant was a party
 - (c) has been the subject of a determination by a court
- (5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.
5. 20C Landlord and Tenant Act 1985
Limitation of service charges: costs of proceedings.
- (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 leasehold valuation tribunal or the First-tier 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 the county court;
 - (aa) in the case of proceedings before a residential property tribunal, to a leasehold valuation tribunal;
 - (b) in the case of proceedings before a leasehold valuation tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any leasehold valuation tribunal;
 - (ba) in the case of proceedings before the First-tier Tribunal, to the 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 the 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.
6. Schedule 11 Commonhold and Leasehold Reform Act 2002 relating to reasonableness of Administration Charges

Paragraph 1 Meaning of “administration charge”

- (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.

Paragraph 2 Reasonableness of administration charges

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

Paragraph 5 Liability to pay administration charges

- (1) An application may be made to a 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 a leasehold valuation 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 subparagraph (1).

- 5 A Limitation of administration charges: costs of proceedings
 - (1) A tenant of a dwelling in England may apply to the relevant court or tribunal for an order reducing or extinguishing the tenant's liability to pay a particular administration charge in respect of litigation costs.
 - (2) The relevant court or tribunal may make whatever order on the application it considers to be just and equitable.