



11746

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

Case Reference : **LON/00AY/LSC/2016/0002 and
0314**

Property : **Flats 4 and 6, 54-56 Norwood Road
London SE24 9BH**

Applicant : **Cormorant Limited**

Representatives : **Mr Nathaniel Duckworth of
Counsel**

Respondent : **Ms Jaswant Laly**

Representative : **Ms Marie-Claire Bleasdale of
Counsel**

Type of Application : **Reasonableness of and liability for
service charges and administration
charges under the Landlord and
Tenant Act 1985 (Section
27A)/Commonhold and Leasehold
Reform Act 2002 (Schedule 11)**

Tribunal Members : **Prof Robert M. Abbey (Solicitor)
Mr Peter Roberts (Architect)
Mrs Jackie Hawkins (Lay Member)**

**Date and venue of
Hearing** : **20th 21st and 22nd September 2016
at 10 Alfred Place, London WC1E
7LR**

Date of Decision : **18 October 2016**

DECISION

Decisions of the tribunal

1. There are two matters involving the parties set out above. The first being a referral from the county court dealing with estimated service charges for years 2010 and 2012, the claim being made by the applicant. The second being a direct application by Ms Laly, leaseholder of flats 4 and 6, to the Tribunal dealing with the service charge year 2011. During the hearing the tribunal accepted an immediate and spontaneous application to consider the 2012 final figures for major works only and thereby made a decision for the major works for the years 2011 and 2012 together, having decided it was fair, reasonable and proportionate to do so. The decisions in all cases are set out below.
2. The tribunal determines that as at the date when the county court proceedings were issued by the applicant there was payable by the respondent to the applicant such service charges as mentioned below. Where the Tribunal has made changes to the original charges they are listed below. Thus, all service charges are approved by the tribunal unless specifically disallowed or reduced. For ease of reference please see paragraph 5 of this decision for the explanation of the numbers in square brackets:

Service charges

y/e 24 December 2010 and 2012

- [291], Estimated service charges for year ended 24 December 2010. All held to be reasonable and allowed in full £7645 in total.
 - [293], Estimated service charges for year ended 24 December 2012. All held to be reasonable and allowed in full save as to Surveyors fees and "Balance major works". Surveyor's fees held to be reasonable at the reduced sum of £2000. No decision was required on the estimated major works balance as the tribunal subsequently came to a decision on the final amount, see below.
Amount allowed £35,990 less £2000 (Surveyors fees) and less £22,750 (Balance Major Works) = £11,240.
3. The file shall be returned to the County Court at Staines for the determination of the following claims which this tribunal does not have jurisdiction to determine:
 - Court fee and
 - Costs and interest and any order under s20(c) of the Landlord and Tenant Act 1985

y/e 24 December 2011 excluding Major Works

4. The tribunal further determines that in regard to the final service charges for the year ended 24 December 2011, being all service charges other than those made for the major works the tribunal determines that there was payable by the respondent to the applicant such service charges as mentioned below. Where the Tribunal has made changes to the original charges they are listed below. Thus, all service charges are considered reasonable and thus approved by the tribunal unless specifically disallowed or reduced as below.

Service charges

- [297] Actual service charges for year ended 24 December 2011, not including the major works. All held to be reasonable and allowed in full save as to “roof works and external decoration” and “Reserve Fund”. No decision was required on these major works as the tribunal subsequently came to a decision on the final amount, see below. The Reserve Fund of £17,154.48 was disallowed in full. Amount allowed £49,425 less £24,120.00 (Roof Works & External Decoration) and less £17,154.48 (Reserve Fund) = £8,150.52.[An unnumbered adjusted spreadsheet that was handed to the tribunal by both parties during the hearing. Detailed reference to the entries will be made by reference to the sections A to H and named headings set out later in the spreadsheet]. Actual service charges for years ended 2011 and 2012, the major works are adjusted as follows. If any detailed figure in the spreadsheet is not mentioned by way of a tribunal change then it can be taken as approved.
 - [B5] insulation, adjustment reduced by £100 to £1125
 - [B11] gutter, reduced by £240 as agreed by the parties
 - [B12] fascias, reduced by £700 as agreed by the parties
 - [C5] insulation, reduced by £100 to an amount of £1175
 - [C10] gutter, reduced by £240 as agreed by the parties
 - [C11] fascias, reduced by £700 as agreed by the parties
 - [F2] render repair, reduced by £2000
 - [F3] sill repairs, reduced by £350

- [G2] metal windows, reduced by £489 as agreed by the parties
 - [G5] external redecorations, reduced by £500 to amount of £3400.
 - [H4] reduced by £150 as agreed by the parties
 - [extra upstands] reduced by £1000 to amount of £1250.
 - [B11] ADD back £240 for new gutter at lower level
5. The reasons for our decisions are set out below. Later, (or earlier), reference in this decision to a number in square brackets [] is a reference to the page number of the hearing bundle/file provided to the tribunal for use at the hearing.

The application and procedural background

6. The applicant landlord commenced legal proceedings in the county court against the respondent as proprietor of a long lease [222-258] of the subject property.
6. The applicant's claim concerning the determination of service charges referenced 2YL71024 was transferred to this Tribunal by order of Her Honour Judge Raeside from the County Court at Staines. The date of the order was 21 May 2015. The claim made in the County court was for unpaid service charges and the administration costs of their collection. The tribunal noted that clause 7 of the order stated that "The service charge elements of this claim be transferred for determination by the First-tier Tribunal".
7. The relevant legal provisions and rules concerned with this decision of the tribunal are set out in the Appendix to this decision.

The background

1. The property which is the subject of this application relates to two of eight leasehold units within a block of flats across five floors. The respondent owns flats 4 and 6, and these are described in the leases [222-258]. Each lessee is liable for a due proportion of the total service charge expenditure incurred by the landlord. The lease sets out the percentage liability for the tenant.
2. Neither party requested an inspection and the tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute.

3. The respondent holds a long lease of the property which requires the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge.
4. The items in dispute at the hearing were identified as being for a whole range of service charge activities including repairs and maintenance charges and cleaning as well as property insurance. The applicant says these service charges are properly payable and the respondent says they have not been reasonably incurred.
5. This is not the first time there has been a dispute between the parties in relation to the service charges for these properties. There were proceedings in 2008 regarding the service charges for the years from 2003 up to 2007. In 2009 there was another application to the tribunal in regard to service charges. In 2011 there was an application regarding the interim charges for 2011 and in January 2013 the applicant issued proceedings in the county court for the recovery of service charges (and ground rent) for the period 2008-2012. Indeed it would appear to the tribunal that the respondent has not voluntarily paid any service charge since 2003.

The Hearing

6. The applicant was represented at the hearing by Mr Duckworth of Counsel and the respondent was represented by Ms Bleasdale of Counsel.
7. The tribunal had before it an agreed bundle of documents prepared by the applicant as well as a supplementary bundle also from the applicant.
8. At the hearing the Tribunal had the benefit of hearing evidence from both parties and it centred around the spreadsheet mentioned in paragraph 4, the actual charges mentioned above and the estimated charges also mentioned above.
9. At the hearing there were several preliminary issues to be decided. First, the tribunal decided that its remit for the dispute referred to it from the county court was to consider only the estimated charges. It did so based upon the nature of the referral from the county court and also because of the nature of the pleadings in the county court and disclosed in the trial bundle [A271-A273]. In particular at [A272] the Respondent in her county court amended defence at clause 5 clearly refers to "estimated total expenditure".
10. As a result of this ruling the Respondent requested an adjournment but after careful consideration this was denied as the tribunal considered that there was no prejudice caused and that in view of Rule 3 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 No. 1169 (L. 8) the hearing should, in fairness to both parties,

continue. The tribunal took this decision to ensure that they avoided delay, so far as compatible with proper consideration of the issues.

11. The tribunal was then asked to consider the basis for considering the claim in regard to the charges in the 2011 year. After hearing representations from both parties the tribunal decided to proceed with the 2011 dispute as more particularly set out in the respondent's application to the tribunal and within that application at [29]. This part of the form asks the party to set out a "Description of the question(s) you wish the Tribunal to decide". The Respondent set out a list of six aspects of the 2011 figures and the tribunal was prepared to consider all of these.
12. Again as a result of this ruling the Respondent requested an adjournment but this was also denied as the tribunal again considered that there was no prejudice caused and that in view of Rule 3 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 No. 1169 (L. 8) the hearing should, in fairness to both parties, continue. The tribunal took this decision to ensure that they avoided delay, so far as compatible with proper consideration of the issues.
13. As has been noted at the start of this decision the respondent made an application direct to the tribunal to have the 2011 charges considered at the same time as the county court referral. However the major works stretched over two years, 2011 and 2012. It would have been anomalous to have only considered a part of these major works by only dealing with the amounts for 2011. Consequently the applicant landlord also asked the tribunal to allow an immediate application for a determination of liability to pay and reasonableness of service charges enabling the tribunal to consider the 2012 major works amounts only but alongside the 2011 figures.
14. It seemed to the tribunal to make good sense to allow this immediate application as the figures and supporting evidence were before the tribunal and were well known to the parties. In these circumstances it could only assist the tribunal and ultimately the parties if the two items were dealt with together. To that end the tribunal directed that the immediate 2012 application could proceed straight to a hearing without the need for further directions and with all usual requirements being dispensed with save that it was accepted by the tribunal that the parties' expert reports would stand as reports for the 2012 application.
15. Once again and as a result of this ruling the Respondent requested an adjournment but this was also denied as the tribunal again considered that there was no prejudice caused for the reasons set out above.
16. After these procedural issues were resolved the tribunal was able to hear evidence from experts for both parties. Mr Steven Way, a Chartered Building Surveyor, appeared for the Applicant and Mr D B Kritzler a former Chartered Surveyor appeared for the Respondent. They had

both submitted detailed reports which were taken into account by the tribunal. Further evidence was also provided by Mr Christopher Case from the managing agents, Hampton Wick Estates Limited, acting for the applicant landlords. Finally the respondent herself did not give evidence but her evidence was given and confirmed through her husband Mr Ravinder Laly.

17. In her final submission to the tribunal Counsel for the respondent laid great emphasis on the effect of clause 5(5) of the lease [253]. This clause states that the lessor is required so far as is practicable to obtain rectification of any defects in the building which are covered by guarantees in accordance with the terms of those guarantees. The clause goes on to require any outgoing lessor/reversioner to make sure the benefit of the guarantees are passed on or transferred to the incoming lessor/reversioner. The tribunal was unable to accept that this in any way affected the applicant. No guarantees were produced to the tribunal that might be relevant and as such the tribunal could not speculate as to what guarantees might apply from previous works such as roofing works said to have been made in 2002. The tribunal decided that this clause had no bearing on the service charges before it.

The service charges claimed

Estimated for the years 2010 and 2012

18. Dealing first with the estimated service charges for 2010 and 2012, this is a claim for interim service charges to which s.19(2) of the 1985 Act applies. The tribunal is concerned simply with the reasonableness of the provision made by the lessor when estimating these charges. Having considered the estimated charges the tribunal was satisfied that they were in the main within a reasonable range and were therefore approved save as to Surveyors fees and "Balance major works" for the year 2012. Surveyor's fees, which related to the major works contract, were considered in considerable detail and taking into account the work involved and the nature of the charges the tribunal held to be reasonable surveyors fees at the reduced sum of £2000. It was noted that surveyors fees amounting to £2500 had previously been included in the estimated service charge for 2011. No decision was required on the estimated major works balance as the tribunal subsequently came to a decision on the final amount, see below. The tribunal in coming to its decision noted that the parties were involved in a previous hearing before the tribunal in 2008 when fairly similar charges were held to be reasonable, (see LON/OOAY/LSC/2008/0271).
19. The 2008 decision was also good authority for confirmation that managing agents fees were payable. In clause 17 of that decision the tribunal made it clear that a management fee of £2200 for 2007 was reasonable and payable and this tribunal sees no reason to depart from that decision. The amounts claimed as management fee: £2360 for the year 2010 and

£2440 for 2011 are within a reasonable range of fee and are allowed in full. Additionally and in response to an issue raised by the respondent, the tribunal could not find any issues or breaches of the consultation provisions of s. 20 of the 1985 Act.

2011 excluding Major Works

20. Dealing secondly with the final charges for 2011 excluding the major works, all were held to be reasonable and allowed in full save as to “roof works and external decoration” and “Reserve Fund”. With regard to the first item no decision was required on these major works as the tribunal subsequently came to a decision on the final amount, see para 22 below. The Reserve Fund was disallowed in full. The items allowed were all in the opinion of the tribunal reasonable given the nature of the block and the charges imposed. Furthermore the tribunal noted that the interim charges for this year had been before the Tribunal (LON/OOAY/LSC/2011/0250) when the tribunal decided that all the sums shown in the interim service charge account were reasonable and payable.
21. The Reserve Fund was disallowed because the tribunal had several concerns with this particular charge. First it was apparent to the tribunal that there was no provision in the lease for such a charge or fund to be applied. Furthermore it seemed to the tribunal that it was not a reserve fund as commonly understood. It seemed to represent some sort of accounting balancing charge but it was not called that and was therefore somewhat misleading. It did not represent any actual expenditure and the tribunal did not receive any satisfactory explanation as to the nature and purpose of it. Indeed Mr Case when giving evidence failed to properly explain what this charge represented and for all these reasons the amount of £17,154.48 is disallowed in full.

Major Works costs 2011 & 2012

22. Dealing lastly with the final charges for 2011 and 2012 in regard to the major works the tribunal looked in detail at the items as listed in the spreadsheet mentioned above. It was able to approve some items as originally charged and these are as set out in the spreadsheet. Other items were considered unreasonable and these were listed in the decision set out above in para 4. Of the more significant changes the tribunal would comment as follows. Some of these were already the subject of concessions made by the lessor and were therefore uncontroversial. One area of concern for the tribunal was in regard to the render repairs. It seemed to the tribunal that these works were not extensive nor to a satisfactory standard and hence the substantial reduction. This was also true for the window sill repairs. Finally with regard to the extra upstands these seemed to be unreasonable in the level of cost and the nature of the work involved and therefore the

tribunal considered a reduction was appropriate in these circumstances.

Transfer back to the county court

23. There were some claims made in the court proceedings which we do not have jurisdiction to determine. We have therefore transferred the file back to the county court so that these claims may be pursued if the applicant wishes to do so.

24. Furthermore it is open to the County Court to make an order pursuant to the terms of s.20C and as the court has reserved to it the question of costs it seems appropriate and less contradictory if this aspect was dealt with by the county court as well. It does make sense for all questions of costs to be dealt with by the same Judge. Therefore pursuant to Rule 6 (3) (n) (covering the case management powers of the tribunal, see below) the matter of s.20C is to be transferred to the county court for final deliberation.

Name: Judge Professor Robert
M. Abbey

Date: 18 October 2016

Appendix of relevant legislation

Landlord and Tenant Act 1985 (as amended)

Section 18

- (1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent -
 - (a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and
 - (b) the whole or part of which varies or may vary according to the relevant costs.
- (2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.
- (3) For this purpose -
 - (a) "costs" includes overheads, and
 - (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 19

- (1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period -
 - (a) only to the extent that they are reasonably incurred, and
 - (b) where they are incurred on the provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;and the amount payable shall be limited accordingly.
- (2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

Section 27A

- (1) An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to -
 - (a) the person by whom it is payable,
 - (b) the person to whom it is payable,
 - (c) the amount which is payable,

- (d) the date at or by which it is payable, and
 - (e) the manner in which it is payable.
- (2) Subsection (1) applies whether or not any payment has been made.
- (3) An application may also be made to the appropriate tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to -
- (a) the person by whom it would be payable,
 - (b) the person to whom it would be payable,
 - (c) the amount which would be payable,
 - (d) the date at or by which it would be payable, and
 - (e) the manner in which it would be payable.
- (4) No application under subsection (1) or (3) may be made in respect of a matter which -
- (a) has been agreed or admitted by the tenant,
 - (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
 - (c) has been the subject of determination by a court, or
 - (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.
- (5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

Section 20C

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

- (c) in the case of proceedings before the Upper Tribunal, to the tribunal;
 - (d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to a county court.
- (3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

Commonhold and Leasehold Reform Act 2002

Schedule 11

Administration charges

Part 1 Reasonableness of administration charges

Meaning of “administration charge”

1(1) In this Part of this Schedule “administration charge” means an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable, directly or indirectly—

- (a) for or in connection with the grant of approvals under his lease, or applications for such approvals,
- (b) for or in connection with the provision of information or documents by or on behalf of the landlord or a person who is party to his lease otherwise than as landlord or tenant,
- (c) in respect of a failure by the tenant to make a payment by the due date to the landlord or a person who is party to his lease otherwise than as landlord or tenant, or
- (d) in connection with a breach (or alleged breach) of a covenant or condition in his lease.

(2) But an amount payable by the tenant of a dwelling the rent of which is registered under Part 4 of the Rent Act 1977 (c. 42) is not an administration charge, unless the amount registered is entered as a variable amount in pursuance of section 71(4) of that Act.

(3) In this Part of this Schedule “variable administration charge” means an administration charge payable by a tenant which is neither—

- (a) specified in his lease, nor
- (b) calculated in accordance with a formula specified in his lease.

(4) An order amending sub-paragraph (1) may be made by the appropriate national authority.

Reasonableness of administration charges

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

3(1) Any party to a lease of a dwelling may apply to a leasehold valuation tribunal for an order varying the lease in such manner as is specified in the application on the grounds that—

- (a) any administration charge specified in the lease is unreasonable, or
- (b) any formula specified in the lease in accordance with which any administration charge is calculated is unreasonable.

- (2) If the grounds on which the application was made are established to the satisfaction of the tribunal, it may make an order varying the lease in such manner as is specified in the order.
- (3) The variation specified in the order may be—
- (a) the variation specified in the application, or
 - (b) such other variation as the tribunal thinks fit.
- (4) The tribunal may, instead of making an order varying the lease in such manner as is specified in the order, make an order directing the parties to the lease to vary it in such manner as is so specified.
- (5) The tribunal may by order direct that a memorandum of any variation of a lease effected by virtue of this paragraph be endorsed on such documents as are specified in the order.
- (6) Any such variation of a lease shall be binding not only on the parties to the lease for the time being but also on other persons (including any predecessors in title), whether or not they were parties to the proceedings in which the order was made.

Notice in connection with demands for administration charges

- 4(1) A demand for the payment of an administration charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to administration charges.
- (2) The appropriate national authority may make regulations prescribing requirements as to the form and content of such summaries of rights and obligations.
- (3) A tenant may withhold payment of an administration charge which has been demanded from him if sub-paragraph (1) is not complied with in relation to the demand.
- (4) Where a tenant withholds an administration charge under this paragraph, any provisions of the lease relating to non-payment or late payment of administration charges do not have effect in relation to the period for which he so withholds it.

Liability to pay administration charges

- 5(1) An application may be made to a leasehold valuation 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).

The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 2013 No. 1169 (L. 8)

Overriding objective and parties' obligation to co-operate with the Tribunal

- 3.—**(1) The overriding objective of these Rules is to enable the Tribunal to deal with cases fairly and justly.
- (2) Dealing with a case fairly and justly includes—
- (a) dealing with the case in ways which are proportionate to the importance of the case, the complexity of the issues, the anticipated costs and the resources of the parties and of the Tribunal;
 - (b) avoiding unnecessary formality and seeking flexibility in the proceedings;
 - (c) ensuring, so far as practicable, that the parties are able to participate fully in the proceedings;
 - (d) using any special expertise of the Tribunal effectively; and
 - (e) avoiding delay, so far as compatible with proper consideration of the issues.
- (3) The Tribunal must seek to give effect to the overriding objective when it—
- (a) exercises any power under these Rules; or
 - (b) interprets any rule or practice direction.
- (4) Parties must—
- (a) help the Tribunal to further the overriding objective; and
 - (b) co-operate with the Tribunal generally.

Case management powers

- 6.—**(1) Subject to the provisions of the 2007 Act and any other enactment, the Tribunal may regulate its own procedure.
- (2) The Tribunal may give a direction in relation to the conduct or disposal of proceedings at any time, including a direction amending, suspending or setting aside an earlier direction.
- (3) In particular, and without restricting the general powers in paragraphs (1) and (2), the Tribunal may—
- (a) extend or shorten the time for complying with any rule, practice direction or direction, even if the application for an extension is not made until after the time limit has expired;

- (b) consolidate or hear together two or more sets of proceedings or parts of proceedings raising common issues, or treat a case as a lead case (whether under rule 23 or otherwise);
- (c) permit or require a party to amend a document;
- (d) permit or require a party or another person to provide or produce documents, information or submissions to any or all of the following—
 - (i) the Tribunal;
 - (ii) a party;
 - (iii) in land registration cases, the registrar;
- (e) direct that enquiries be made of any person;
- (f) require a party to state whether that party intends to—
 - (i) attend,
 - (ii) be represented, or
 - (iii) call witnesses,
 at the hearing;
- (g) deal with an issue in the proceedings as a preliminary issue;
- (h) hold a hearing to consider any matter, including a case management issue;
- (i) decide the form of any hearing;
- (j) adjourn or postpone a hearing;
- (k) require a party to produce a bundle for a hearing;
- (l) require a party to provide an estimate of the length of the hearing;
- (m) stay proceedings;
- (n) transfer proceedings to another court or tribunal if that other court or tribunal has jurisdiction in relation to the proceedings and
 - (i) because of a change of circumstances since the proceedings were started, the Tribunal no longer has jurisdiction in relation to the proceedings; or
 - (ii) the Tribunal considers that the other court or tribunal is a more appropriate forum for the determination of the case;
- (o) suspend the effect of its own decision pending the determination by the Tribunal or the Upper Tribunal of an application for permission to appeal against, and any appeal or review of, that decision.