



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

Case Reference : **LON/00BJ/LSC/2021/0225
V:CVPREMOTE**

Property : **Flat 2, 24 Eglantine Rd, London
SW18 2DD**

Applicant : **Ms L L Mazzola**

Representative : **Ms Main ,
Wilson Barca LLP**

Respondent : **Mrs T A Husbands
Mr D Husbands**

Representative : **Mrs T A Husbands**

Type of Application : **s27A and s20C Landlord and
Tenant Act 1985 , Sched 11 para
5 Commonhold and Leasehold
Reform Act 2002.**

Tribunal Members : **Judge F J Silverman MA LLM
Mr K Ridgeway MRICS**

Date of Hearing : **25 October 2021**

Date of Decision : **27 October 2021**

DECISION AND ORDER

- 1 For the reasons set out below the Tribunal determines that the amount of service charges payable by the Applicant for the years 2014-5 to 2021- 2020 inclusive and estimated for 2020 - 2021 are as follows:

2014-2015 - £000 (zero)
2015-2016 - £000 (zero)
2016-2017 - £63.19
2017-2018 - £313.02
2018-2019 - £363.30
2019-2020 - £000(zero)
2020-2021 - £ 419.06 (estimate)
Total = £1,158.57

- 2 The sum of £739.51 representing the years 2014-2020 inclusive is therefore due and payable by the Applicant and in so far as the sum already paid by her exceeds this amount it must be credited towards her contribution to service charge year 2021 and if necessary, 2022.
- 3 The Tribunal makes an unlimited order under s20C Landlord and Tenant Act 1985 and Sched 11 para 5 Commonhold and Leasehold Reform Act 2002 in favour of the Applicant.

This has been a remote video hearing which has been consented to by the parties. The form of remote hearing was V:CVPREMOTE. A face to face hearing was not held because it was not practicable and all issues could be determined in a remote hearing. The documents to which the Tribunal was referred to are contained in an electronic bundle the contents of which are referred to below. The orders made in these proceedings are described above.

REASONS

- 1 The Applicant is the tenant and long leaseholder of Flat 2, 24 Eglantine Road London SW18 2DD (the property) of which the Respondents are the landlord and reversioner.
- 2 The Applicant issued an application on 18 June 2021 seeking a determination under sections s27A and s20C Landlord and Tenant Act 1985 and Sched 11 para 5 of the Commonhold and Leasehold Reform

Act 2002 in respect of the service charge years 2014-2015 onwards including the estimate for the current year 2020-2021.

4 Directions were issued by the Tribunal on 22 July 2021.

5 The Tribunal received and read over 150 pages of electronic documentation complied by the Applicant which are referred to below.

6 The hearing took place by way of a remote video (CVP) link to which the parties had previously consented.

7 The Applicant was represented by Ms Iona Main of Wilson Barca LLP and Mrs Husbands for the Respondents joined the hearing by telephone link. The Applicant was present by telephone link for part of the hearing.

8 On 20 October 2021, two working days before the scheduled hearing, Mrs Husbands on behalf of the Respondents made an application to adjourn the hearing on the grounds that she was looking after her parents and was herself unwell. A procedural judge refused the postponement because it was too close to the hearing date and no evidence of illness had been provided. It was pointed out to her that the hearing would take place by video giving her a number of options as to where and how she attended the hearing. The application to adjourn was not renewed at the substantive hearing.

9 The Directions in this case had required the parties to comply with the procedural timetable for the disclosure of documents and production of evidence including a statement of case and supporting documentation. The Respondent had not attended the Case Management Conference on 22 July 2021 and had failed to respond at all to the Tribunal's Directions. The only papers before the Tribunal for the hearing had been compiled by the Applicant. The Respondent had not communicated at all with either the Applicant or her representative or with the Tribunal until the application to adjourn (above) was received two days before the date of the substantive hearing.

10 Late on the afternoon of the working day before hearing the Respondent sent to the Applicant and to the Tribunal office an email with various attachments. The Tribunal did not receive these documents until after they had signed on to the video system to commence the hearing and had not read them before the hearing started. The Respondent said that the contents of the email explained that she was conceding all charges contested by the Applicant. The Tribunal told her that she had had the opportunity to produce evidence under the timetable set out in the Directions but had totally ignored the proceedings until the previous week and it was now too late to adduce documents. They told the Respondent that she could not take an active part in the hearing because she had failed to comply with the Tribunal's Directions. She did not give any evidence at the hearing and the Tribunal had no access at that time to any statement of case from her.

11 The Applicant's representative was present at the hearing at that time but her client was not present and it was not known whether the Applicant had seen the late documents submitted by the Respondent. Having made the decision that the Respondent's late documents were not admissible Tribunal the Tribunal went on to consider the

- Applicant's case and accompanying documents and reached its decision above based on that evidence.
- 12 The Tribunal did receive and read the Respondent's late email after the hearing and found that it did not specify in detail which charges the Respondent was willing to compromise. Attached to the email were an assorted selection of documents with no explanation as to their purpose. The Tribunal concludes that even had it seen these documents prior to the hearing, they would have been insufficient to persuade the Tribunal that a binding offer to settle the matter had been made.
- 13 On the day following the hearing the Tribunal was informed that after the hearing had concluded the Applicant's representative had sent an email to the Tribunal saying that following the 'evidence' given by the Respondent at the hearing they expected the Tribunal to draw up a decision on the basis that the Respondent had conceded all charges. That was followed by an email from the Respondent sent on the day following the hearing saying that she had withdrawn her offer to settle.
- 14 The Tribunal reminds the parties firstly, that it expressly stated at the hearing that the Respondent's documents had not been seen and would not be accepted in evidence because they had been submitted too late. Secondly, the Tribunal expressly told the Respondent that she could not take an active part in the hearing because she had not complied with the Directions. The Respondent did not at any point give evidence to the Tribunal. If she had done, the Applicant's representative would have been given the opportunity to cross examine the witness and that did not occur because there was no evidence to cross examine. At no point did the Applicant's representative suggest to the Tribunal that cross examination was appropriate.
- 15 In accordance with current Practice Directions relating to Covid 19 the proceedings were recorded and the Tribunal did not make a physical inspection of the property but were able to obtain an overview of its exterior and location via GPS software.
- 16 The Tribunal understands that the subject property comprises a self-contained flat occupying the first floor of the building known as 24 Eglantine Road London SW18 2DD. The building is a converted late Victorian dwelling and now comprises three self-contained flats. The Applicant holds the property under a lease dated 29 September 2006 and made between the Respondents and Mrs T Husbands demising a term of 99 years from 29 September 2006.
- 17 The Applicant has been the tenant in occupation since 2013 and appears to have been fully aware of her obligations to pay ground rent and service charge under the terms of her lease. She had enjoyed the benefit of water and electricity through the landlord's metered supply and should therefore be prepared to pay a contribution towards these items.
- 18 A concurrent application by the Applicant for an extended lease requires the resolution of any outstanding service charges before the extension can be finalised.
- 19 The lease contains service charge provisions under which the tenant (currently the Applicant) is required to pay 35% of the total annual expenditure (page 116) and insurance premiums (page 117). The

- provisions set out in the Fifth Schedule (page 133) do not permit the landlord to establish a sinking fund for future expenses. The accounting year is 1 October in each year to the next following 30 September.
- 20 The first year which Applicant mentioned in her Application was 2014-2015 for which she had paid no service charge because none had been demanded of her. Any charges for this accounting year are now irrecoverable (even if belatedly demanded) because they are statute barred and would also be subject to the provisions of s20B Landlord and Tenant Act 1985.
- 21 For subsequent years the Tribunal worked from the Scott Schedule (page 34 et seq) which the Applicant had prepared following the Tribunal's Directions. The first item on that schedule relates a charge of £155.20 for **building insurance** in year 2015-2016. Since no demand has been made for that sum it is now irrecoverable by virtue of s20B as above.
- 22 For the accounting year 2016-2017 the first disputed item related to a charge for **water** of £180.54. No breakdown of that figure has been supplied by the Respondent nor is it clear to what it relates. The Applicant has no access to the single water meter which serves the whole property and has no means of verifying the usage. The Tribunal takes the view that the Applicant should be responsible for some part of this sum and determines her share in accordance with her liability under the lease for 35% of the total charge. This amounts to £63.19 which is due and payable by the Applicant. Similar arguments apply to the water charges for the year 2017-2018 where the Applicant's 35% share is £184.74, and to the year 2018-2019 where the Applicant's share is £193.80.
- 23 Although the lease does permit the landlord to employ a managing agent to manage the property (clause 4.3.5 page 128) the Respondent said she had not done so. She is not therefore entitled to include a charge for **management fees** in the service charge demands. The sum of £250 for 2016-2017 is disallowed in full as are the sums of £315 (year 2017-2018), £999.95 for year 2018-2019 and £348.25 which is the estimated charge for the current year, 2020-2021.
- 24 If the Respondent had demonstrated that she had incurred specific relevant itemised expenses in managing the property herself, an allowance for such sums might normally have been recoverable. In the present case the management of the property has been so poor that it is unlikely that the Tribunal would have allowed recovery.
- 25 The lease makes no provision for a **sinking fund** for future repairs and the sum of £1,000 demanded in the year 2016-2017 is not payable by the Applicant nor recoverable by the Respondent. Similarly, the charge of £999.95 allocated to this item in 2017-2018 is irrecoverable.
- 26 An unidentified sum of £474.83 included in the 2016-2017 demand is not recoverable because there is no explanation to what it relates.
- 27 For the year 2017-2018 the Respondent charged the Applicant 90% of the total **electricity** bill for the building. Mrs Husbands' justification was that the Applicant was solely responsible for this usage because the other two flats were unoccupied. Whether the other two flats were occupied or not is irrelevant. The Respondent is only entitled to charge for such items as are allowed under the lease and in the proportion

- specified by the lease. Electricity charges are payable under the lease but the Applicant's share is only 35% of the total. She is therefore only liable for £128.28 for this item. An identical rationale applies to the years 2018-2019 where the sum payable is £170.50, and to the estimated year 2020-2021 where £183.75 is allowable.
- 28 Despite the Applicant having requested copies of the insurance policy for the property the Respondent had failed to supply a copy and has not supplied a receipt for the premium. There is therefore no proof that the building and the flat were insured for the year 2017-8 and Applicant's share of the **insurance** premium (£138.21) is not recoverable from her. Similarly, the share of premium for 2018-2019 (£218.60) is irrecoverable for the same reasons.
- 29 The demand for the year 2020-2021 includes two separate amounts for **insurance** premium contributions totalling £332.24 which show a double insurance overlap of £96.93. The Applicant should not be required to pay twice for the same benefit and the Tribunal reduces her contribution by the overpayment of £96.93 leaving her with a liability of £236.31 payable for that year.
- 30 The charge of £31.50 made for **gardening** in the year 2017-2018 and estimated charge of £42 (2020-2021) are not recoverable because no details of the works carried out or to be carried out have been provided. The Applicant had no recollection of any gardening having taken place.
- 31 The service charge demand for the year 2019-2020 comprises a single unspecified charge of £2,285.55. No part of this sum is payable because there is no clarity as to what it relates or in what proportions any sums have been allocated. No receipts had been provided by the Respondent.
- 32 The Applicant complained that the Respondent had failed to honour an obligation contained in the terms of the contract under which the Applicant had bought the property to instal a separate electricity meter for the flat. This is not a matter within the Tribunal's jurisdiction and is not further discussed here.
- 33 The Applicant also asked the Tribunal to order the re-imbusement to her of sums which she had expended on repairs to the exterior of the property because the Respondent had neglected to fulfil her repairing obligations as landlord under the lease. Again, this is not a matter within the Tribunal's jurisdiction under this application and is not further discussed here.
- 34 The Applicant asked the Tribunal to make an order under s20C Landlord and Tenant Act 1985 and/or Sched 11 para 5 of the Commonhold and Leasehold Reform Act 2002 restricting the Respondent from recovering litigation costs through the service charge. The Respondent opposed this application. Although there was no evidence before the Tribunal that the Respondent had incurred any such costs, in the light of the Respondent's conduct of these proceedings and for the protection of the Applicant, the Tribunal determines that it will makes such an order in favour of the Applicant as named above in an unlimited amount.

35 **The Law**

Landlord and Tenant Act 1985 (as amended)

Section 18

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

Section 19

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

Section 27A

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

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

Section 20

- (1) Where this section applies to any qualifying works or qualifying long term agreement, the relevant contributions of tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have been either—
 - (a) complied with in relation to the works or agreement, or
 - (b) dispensed with in relation to the works or agreement by (or on appeal from) the appropriate tribunal .
- (2) In this section “relevant contribution”, in relation to a tenant and any works or agreement, is the amount which he may be required under the terms of his lease to contribute (by the payment of service charges) to relevant costs incurred on carrying out the works or under the agreement.
- (3) This section applies to qualifying works if relevant costs incurred on carrying out the works exceed an appropriate amount.
- (4) The Secretary of State may by regulations provide that this section applies to a qualifying long term agreement—
 - (a) if relevant costs incurred under the agreement exceed an appropriate amount, or

- (b) if relevant costs incurred under the agreement during a period prescribed by the regulations exceed an appropriate amount.
- (5) An appropriate amount is an amount set by regulations made by the Secretary of State; and the regulations may make provision for either or both of the following to be an appropriate amount—
 - (a) an amount prescribed by, or determined in accordance with, the regulations, and
 - (b) an amount which results in the relevant contribution of any one or more tenants being an amount prescribed by, or determined in accordance with, the regulations.
 - (6) Where an appropriate amount is set by virtue of paragraph (a) of subsection (5), the amount of the relevant costs incurred on carrying out the works or under the agreement which may be taken into account in determining the relevant contributions of tenants is limited to the appropriate amount.
 - (7) Where an appropriate amount is set by virtue of paragraph (b) of that subsection, the amount of the relevant contribution of the tenant, or each of the tenants, whose relevant contribution would otherwise exceed the amount prescribed by, or determined in accordance with, the regulations is limited to the amount so prescribed or determined.]

Section 20B

- (1) If any of the relevant costs taken into account in determining the amount of any service charge were incurred more than 18 months before a demand for payment of the service charge is served on the tenant, then (subject to subsection (2)), the tenant shall not be liable to pay so much of the service charge as reflects the costs so incurred.
- (2) Subsection (1) shall not apply if, within the period of 18 months beginning with the date when the relevant costs in question were incurred, the tenant was notified in writing that those costs had been incurred and that he would subsequently be required under the terms of his lease to contribute to them by the payment of a service charge.

Section 20C

- (1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a court, residential property tribunal or the Upper Tribunal, or in connection with arbitration proceedings, are not to be regarded as relevant costs to be taken into account in

determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.

- (2) The application shall be made—
 - (a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to a county court;
 - (aa) in the case of proceedings before a residential property tribunal, to that tribunal;
 - (b) in the case of proceedings before a residential property tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any residential property tribunal;
 - (c) in the case of proceedings before the Upper Tribunal, to the tribunal;
 - (d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to a county court.
- (3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

Commonhold and Leasehold Reform Act 2002

Schedule 11, paragraph 1

- (1) In this Part of this Schedule “administration charge” means an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable, directly or indirectly—
 - (a) for or in connection with the grant of approvals under his lease, or applications for such approvals,
 - (b) for or in connection with the provision of information or documents by or on behalf of the landlord or a person who is party to his lease otherwise than as landlord or tenant,
 - (c) in respect of a failure by the tenant to make a payment by the due date to the landlord or a person who is party to his lease otherwise than as landlord or tenant, or
 - (d) in connection with a breach (or alleged breach) of a covenant or condition in his lease.
- (2) But an amount payable by the tenant of a dwelling the rent of which is registered under Part 4 of the Rent Act 1977 (c. 42) is not an administration charge, unless the amount registered is entered as a variable amount in pursuance of section 71(4) of that Act.
- (3) In this Part of this Schedule “variable administration charge” means an administration charge payable by a tenant which is neither—

- (a) specified in his lease, nor
 - (b) calculated in accordance with a formula specified in his lease.
- (4) An order amending sub-paragraph (1) may be made by the appropriate national authority.

Schedule 11, paragraph 2

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

Schedule 11, paragraph 5

- (1) An application may be made to the appropriate tribunal for a determination whether an administration charge is payable and, if it is, as to—
- (a) the person by whom it is payable,
 - (b) the person to whom it is payable,
 - (c) the amount which is payable,
 - (d) the date at or by which it is payable, and
 - (e) the manner in which it is payable.
- (2) Sub-paragraph (1) applies whether or not any payment has been made.
- (3) The jurisdiction conferred on the appropriate tribunal in respect of any matter by virtue of sub-paragraph (1) is in addition to any jurisdiction of a court in respect of the matter.
- (4) No application under sub-paragraph (1) may be made in respect of a matter which—
- (a) has been agreed or admitted by the tenant,
 - (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
 - (c) has been the subject of determination by a court, or
 - (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.
- (5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.
- (6) An agreement by the tenant of a dwelling (other than a post-dispute arbitration agreement) is void in so far as it purports to provide for a determination—
- (a) in a particular manner, or
 - (b) on particular evidence,

of any question which may be the subject matter of an application under sub-paragraph (1).

Section 47 Landlord and Tenant Act 1987

(1) Where any written demand is given to a tenant of premises to which this Part applies, the demand must contain the following information, namely—

(a) the name and address of the landlord, and

(b) if that address is not in England and Wales, an address in England and Wales at which notices (including notices in proceedings) may be served on the landlord by the tenant.

(2) Where—

(a) a tenant of any such premises is given such a demand, but

(b) it does not contain any information required to be contained in it by virtue of subsection (1),

then (subject to subsection (3)) any part of the amount demanded which consists of a service charge [F1 or an administration charge] (“the relevant amount”) shall be treated for all purposes as not being due from the tenant to the landlord at any time before that information is furnished by the landlord by notice given to the tenant.

(3) The relevant amount shall not be so treated in relation to any time when, by virtue of an order of any court [F2 or tribunal], there is in force an appointment of a receiver or manager whose functions include the receiving of service charges [F3 or (as the case may be) administration charges] from the tenant.

(4) In this section “demand” means a demand for rent or other sums payable to the landlord under the terms of the tenancy.

Withholding of service charges Landlord and Tenant Act 1985 s21

21 (1) A tenant may withhold payment of a service charge if—

(a) the landlord has not provided him with information or a report—

(i) at the time at which, or

(ii) (as the case may be) by the time by which,

he is required to provide it by virtue of section 21, or

(b) the form or content of information or a report which the landlord has provided him with by virtue of that section (at any time) does not conform

exactly or substantially with the requirements prescribed by regulations under that section.

(2)The maximum amount which the tenant may withhold is an amount equal to the aggregate of—

(a)the service charges paid by him in the period to which the information or report concerned would or does relate, and

(b)amounts standing to the tenant's credit in relation to the service charges at the beginning of that period.

(3)An amount may not be withheld under this section—

(a)in a case within paragraph (a) of subsection (1), after the information or report concerned has been provided to the tenant by the landlord, or

(b)in a case within paragraph (b) of that subsection, after information or a report conforming exactly or substantially with requirements prescribed by regulations under section 21 has been provided to the tenant by the landlord by way of replacement of that previously provided.

(4)If, on an application made by the landlord to the appropriate tribunal, the tribunal determines that the landlord has a reasonable excuse for a failure giving rise to the right of a tenant to withhold an amount under this section, the tenant may not withhold the amount after the determination is made.

(5)Where a tenant withholds a service charge under this section, any provisions of the tenancy relating to non-payment or late payment of service charges do not have effect in relation to the period for which he so withholds it.

21B Notice to accompany demands for service charges

(1)A demand for the payment of a service charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to service charges.

(2)The Secretary of State 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 a service charge which has been demanded from him if subsection (1) is not complied with in relation to the demand.

(4) Where a tenant withholds a service charge under this section, any provisions of the lease relating to non-payment or late payment of service charges do not have effect in relation to the period for which he so withholds it.

(5) Regulations under subsection (2) may make different provision for different purposes.

(6) Regulations under subsection (2) shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament.

S22 Landlord and Tenant Act 1985

22 Request to inspect supporting accounts &c.

(1) This section applies where a tenant, or the secretary of a recognised tenants' association, has obtained such a summary as is referred to in section 21(1) (summary of relevant costs), whether in pursuance of that section or otherwise.

(2) The tenant, or the secretary with the consent of the tenant, may within six months of obtaining the summary require the landlord in writing to afford him reasonable facilities—

(a) for inspecting the accounts, receipts and other documents supporting the summary, and

(b) for taking copies or extracts from them.

(3) A request under this section is duly served on the landlord if it is served on—

(a) an agent of the landlord named as such in the rent book or similar document, or

(b) the person who receives the rent of behalf of the landlord;

and a person on whom a request is so served shall forward it as soon as may be to the landlord.

(4)The landlord shall make such facilities available to the tenant or secretary for a period of two months beginning not later than one month after the request is made.

(5)The landlord shall—

(a)where such facilities are for the inspection of any documents, make them so available free of charge;

(b)where such facilities are for the taking of copies or extracts, be entitled to make them so available on payment of such reasonable charge as he may determine.

(6)The requirement imposed on the landlord by subsection (5)(a) to make any facilities available to a person free of charge shall not be construed as precluding the landlord from treating as part of his costs of management any costs incurred by him in connection with making those facilities so available.

Judge F J Silverman as Chairman
Date 27 October 2021

Note:

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rplondon@justice.gov.uk.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28 day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

