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FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case Reference	:	**LON/00AH/LSC/2014/0395 & LON/00AH/LSC/2013/0814**
Property	:	**Flat 6, 230, Norbury Avenue, Thornton Heath, Croydon, CR7 8AJ**
Applicant	:	**Assethold Limited**
Respondent	:	**Ms Maja Stripp**
Type of Application	:	**Section 27A Landlord and Tenant Act 1985 (the 1985 Act). Determination of the reasonableness and payability of service charges.**
Tribunal Members	:	**Mrs HC Bowers BSc (Econ) MSc MRICS** **Ms S Hargreaves** **Mrs L Walter**
Date and venue of Hearing	:	**4th December 2014** **10 Alfred Place, London WC1E 7LR**
Date of Decision	:	**15th January 2015**

DECISION & REASONS

Introduction:

1.) This matter arises from two applications. The first application was made directly to the Tribunal on 26th November 2013 by the tenant (the Respondent in this decision). On 30th January 2014, this initial application was stayed until an application was made in respect of a claim pending in the Croydon County Court (under claim number 3PB59389). The application was for an order transferring the claim to the Tribunal for matters within the Tribunal's jurisdiction.

2.) The second application (under reference LON/00AH/LSC/2014/0395) requires the Tribunal to make a determination following a transfer from Croydon County Court under a Tomlin Order dated 28th July 2014. Both applications relate to section 27A of the Landlord and Tenant Act 1985 (the 1985 Act) regarding the reasonableness and payability of service charges in respect of Flat 6, 230, Norbury Avenue, (the subject property). These matters were considered at a case management conference (CMC) on 19th August 2014 and Directions were issued on that date.

The Law:

3.) A summary of the relevant legal provisions is set out in Appendix 1 to this decision.

The Hearing:

3.) A hearing was held on 4th December 2014 at Alfred Place, London. The Applicant was represented by Mr R Gurvits of Eagerstates Ltd. The Respondent attended in person and was accompanied by Mr P Quenet.

Background:

4.) The applications identified that two service charge years were in dispute, namely 2011/12 and 2012/13. Various items of expenditure for each year were challenged and these are considered below. An administration charge was disputed under Schedule 11 of the Commonhold and Leasehold Reform Act 2002 (the 2002 Act). Finally there was an application under section 20C of the 1985 Act.

The Lease:

5.) A copy of the lease for the subject property was provided in the trial bundle. The lease was undated, although neither party was in dispute as to the contents of the lease. The lease is for a term of 99 years from 1st January 2008.

6.) In the lease the tenant covenants to comply with the following clauses:
Clause 2.9:
"Within one calendar month after any such document or instrument as is hereinafter mentioned shall be executed or shall operate to take effect or purport to operate or take effect to produce to the Solicitors for the Landlord every transfer mortgage or legal charge of this Lease or the Property and also any underlease of the Property and every assignment or transfer of such underlease and also every probate letters of administration order of court or other instrument effecting or evidencing a devolution of title of the said term or any such underlease for the purpose of registration and for such registration to pay

such Solicitors' proper and reasonable fees (being 0.025% of the value of the transaction effected) plus Value Added Tax at the appropriate rate from time to time in respect of each such document or instrument so produced and to further enter into a deed of covenant with the Landlord to covenant to observe and perform the covenants contained in the Lease in a form of draft deed first approved by the Landlord's solicitors."

Clause 2.16:
"To contribute and pay on demand in the manner hereinafter provided the Service Charge Percentage of all charges and expenses from time to time incurred or to be incurred by the Landlord in

(a) Performing and carrying out the obligations and each of them referred to in the lease hereto and

(b) managing and administering the Building and the remainder of the Landlord's Title generally including the reasonable fees and other remuneration of the Landlords or the surveyor and/or Managing Agents of the Landlord and all legal or other professional fees and expenses properly and reasonably incurred by the Landlord in relation to the Building and the remainder of the Landlord's Title or in relation to any agreement lease or arrangement to secure the future management or administration of the same..."

Inspection:

6.) Given the nature of the issues in dispute, the Tribunal did not carry out an inspection of the subject development. However, the Tribunal had a brief description of the development from the parties.

7.) The development is a double fronted property, two/three storey block that was converted in the mid 2000's. The property has two entranceways. The first entranceway gives access to flats 1 – 6. This area comprises a small hallway with the electrical meters and stairs to the first floor. There is a second flight of stairs to the top floor. There are two flats on each floor. The second entrance (flats 7 and 8) gives access to a ground floor flat and has a small hallway with stairs to the first floor level and another flat. There are communal gardens to the front of the block and a driveway to three car spaces at the rear of the building. The rear gardens are divided into two areas. One area is the private gardens for flats 1 and 2. The second area is the communal gardens for all the flats.

Representations:

8.) During the hearing a number of issues were raised to explain the background to the development, the service charge history and the current situation of both the Applicant and the Respondents. Whilst the Tribunal noted this information, it is not replicated in these reasons. The Tribunal had full consideration to both the written submissions and evidence included in the trial bundle, together with the oral evidence and submissions made at the hearing. A summary of each party's case is provided below. Reference is made to the page number in the bundle. During the hearing Miss Stripp confirmed that she no longer disputed the two sums relating to key cutting and new locks and although initially raised in the hearing she confirmed that she did not dispute the cost of re-fitting the carpet. Additional costs incurred in respect of the removal of rubbish were agreed.

Cleaning – 2011/12 - £2,231.96£17.63 and 2012/13 - £2,061.57.
Gardening – 2011/12 - £1,782.00 and 2012/13 - £1,638.00.

9. Miss Stripp explained that she was disputing the cleaning, as the cleaners have no access, she claimed, to the second entranceway (units 7 and 8). One invoice was identified (p72) with a description of services provided in May 2012 for a sum of £156 including VAT. It is unclear as to what work was carried out. In respect of hoovering, there is only one socket on the ground floor and therefore it would be difficult to hoover the top floor without an extension lead and Miss Stripp had not observed the cleaners using an extension lead. Miss Stripp acknowledged that she had vacated the flat in August 2011 and it is now sub-let. An alternative quotation was provided that indicated hourly cleaning rates at £10, based on providing 3 to 5 hours cleaning per week. It was acknowledged that the quote could be for domestic cleaning and that there were no details of insurance arrangements.

10. Regarding the gardening, one of the invoices (p74) for a sum of £156 including VAT described the work as including "bush trimming". The Respondent explained that there were no bushes at the property and as such she did not trust any of the invoices. For the months of November 2011 to January 2012 there was heavy snow but the leaseholders were still invoiced for this period. Again between August to September 2012 there were heavy storms but there were invoices for this period. It was suggested that local companies could be used to reduce the cost. Concerns were raised about a potential connection between the cleaning company and Simon Levy Associates. Photographs were provided that showed the condition of the grounds and in particular the rear garden (p59 and 60). The Applicant has failed to obtain alternative quotations.

11. Mr Gurvits explained that Eagerstates had taken over management of the development in June 2011 and had a meeting with the leaseholders in July/August 2011. As a consequence of the meetings they had obtained quotes and arranged the cleaning and gardening contracts. Site inspections occurred every three to four months and reports were completed on the condition of the building. These reports had not been provided as part of the trial bundle. Responding to the Respondent's photographs it was stated that the pictures were undated. It was acknowledged that the invoices for November 2011 to May 2012 were missing. It was explained that Eagerstates had changed the locks and had retained one copy of the key and had provided the cleaner with a key and the cleaners had an extension lead and used this to complete the cleaning on the top floor. Dealing with the December 2011 and January 2012 gardening invoices, these were charged at half the normal rate. The invoice on page 72 with a vague description related to gardening work and it was stated that the narrative on the invoice on page 74 related to a very general gardening specification. Responding to the comments in respect of the storm weather in 2012, it was suggested that there would have been more gardening required as a consequence of the storm. Although local contractors were not used, there were no travel charges included in the invoices and there was no requirement that local contractors should be used. Dealing with the alternative cleaning quotation it is suggested that the quote is not site specific and there are no details of any insurance arrangements. It was also confirmed that Simon Levy is a separate company. There is no hourly rate, there is a fixed fee to undertake the work and this is a monthly fee of £130

to undertake the gardening specification and £136 per month for the cleaning contract. The gardening specification requires two visits each month to keep the communal garden areas and the driveway weeded and tidy. The cleaning contract requires the wood surfaces and walls to be wiped down, the carpets cleaned and window cleaning, including a velux window on the top floor. The two contracts are not qualifying long-term agreements.

Tribunal's Decision:

12. The cleaning charges equated to £40 per visit and this rate included overheads and insurance. Although the areas are quite small, the charges are within a range of professional cleaning charges and in themselves are not unreasonable. As to the quality of the work undertaken, Miss Stripp presented no specific evidence to indicate that the work was not done or that the standard of the works was not reasonable.

13. As for the gardening charges, the specification was very generic and did not appear to reflect the nature of the gardening work required at the development. The Tribunal agrees with the Applicant that stormy weather may increase the need for gardening and we did note that the November/December 2012 invoices had been reduced. However, the photographs produced by the Respondent did demonstrate garden areas that appear to have been neglected for some time. We cannot speculate as to the reason for this neglect. It is also difficult to ascribe a specific value for the work that was clearly not undertaken. However, the Tribunal considers that the level of charges is excessive for the work that appeared to be undertaken. The Tribunal determines that the poor standard of works warrants a deduction of 50% for the gardening charges during the period. This reduces the gardening charges to £891 for 2011/12 and to £819 for 2012/13.

Electrical Work 2011/12 - £1,293.60

14. The supporting invoice was from Propertyrun and is dated 14th September 2012 (p 80). The invoice describes the work as emergency, out of hours work responding to reports that there were no earthing arrangements at the block. Mr Gurvits explained that Propertyrun were NAPIT accredited and that UKPower did attend the development, but that the landlord was required to provide its own electricians for the work to be undertaken. The work had taken place between 4th, 5th and 6th September and as there was out of hours work, this required one of the electricians to stay at a local hotel. There were no details as to which hotel was used.

15. Miss Stripp questioned whether this item was recoverable as a service charge item and suggested that this is the liability of the freeholder. If the item is a service charge item she then questioned the reasonableness of the costs as the invoice had included hotel accommodation and it was not possible to ascertain what element of the invoice related to this item of expenditure. She also questioned the standard of the work given that there was no certification for the work.

16. It was stated by Mr Gurvits that there would be a certificate for the work, but this was not included in the trial bundle. Although the leaseholders were individually invoiced for this work, this was acknowledged as a credit on the relevant service charge accounts (p166 and p170). Regarding recoverability under the lease it was explained that paragraph 4 or 6 of the sixth schedule applied (p38). Also the landlord has covenanted to insure the building and the defective wiring would invalidate any insurance policy. Dealing with whether the faulty earthing was an inherent defect, he said that each individual flat had been supplied with Building Control certificates. The Applicant had not received any guarantees for the property when the property was purchased at auction. The landlord has no cause of action. If the leaseholders wished to bring an action against the developer the landlord would assist.

Tribunal's Decision:

17. The conversion work to the block took place in the mid 2000s. The Applicant purchased the investment at auction and did not have the benefit of any contractual guarantees and as such is unable to pursue any action in respect of a defect to the property. On being notified of the defect, the Landlord acted reasonably in undertaking the work without delay. As such it appears to the Tribunal that it is reasonable that the cost is recovered by means of the administration of the service charge regime. Given the emergency nature of the works and the need for the Applicant's electrician to attend out of normal working hours, then the overall cost is reasonable and although the invoice included an element for a hotel bill, this may have been a more cost effective method to deal with this emergency. When considering the invoice on an overall basis the cost does not seem excessive. The Tribunal determines that the sum incurred is reasonable and payable.

Emergency Line 2011/12 - £96 and 2012/13 - £96.00

18. It was explained that there were no invoices for these two items. The cost related to the provision of an out of hours emergency contact number provided by Cunningham Lindsay. If work is required as a consequence of a call to the emergency helpline, this can be initiated by the emergency contact subject to a £300 limit. The sum is calculated at a rate of £10 plus VAT per unit

19. The Respondent was of the opinion that this is an item that should be within the general management fee.

20. Mr Gurvits explained that the general office hours are 8.30 am to 5.30 pm, but closing at 3.30pm on Fridays. The emergency service will deal with out of hours calls and can contact the mobile number of the managing agent if further instructions are needed.

Tribunal's Decision:

21. In the opinion of the Tribunal this service amounted to an additional layer of management. Given the management charges for the development, it would be anticipated that this cost should be absorbed within the management charge. As such it is disallowed and is not recoverable as part of the service charge.

Management Charge – 2011/12 - £1,967.77 and 2012/13 - £2,016.00

22. Paragraph 2 of the sixth schedule of the lease allows for the recovery of a management fee based on £150 per flat or 15% of the gross costs, which ever is the higher figure. For 2011/12 the fee equates to £246 per flat including VAT and in 2012/13 equates to £252.00 including VAT.

23. Mr Gurvits explained that the management service included the arrangement of contracts such as cleaning, gardening and repairs, dealing with the leaseholders, holding the management meeting in 2011 and inspections every three to four months. He suggested that there was a constant communication process and referred to correspondence between the parties in the trial bundle (p105).

24. Miss Stripp considered that the managing agents did not act in the best interests of the leaseholders. The communication process was poor and she had to instruct solicitors in order to obtain copies of the invoices.

Tribunal's Decision:

25. Although Miss Stripp disputes the level of management services, there is a management role carried out at the property. Contracts are arranged and managed to some extent. The Tribunal considers as stated above, that a separate fee for the emergency callout facility is inappropriate and should be absorbed within the management fee. Overall in the opinion of the Tribunal the management fees are reasonable and are payable. However, the charges will need to be re-calculated to reflect the other aspects within this decision.

Pest Control - £1,002.00

26. The invoice in the bundle (p78) was from Shield Pest Control Limited. The initial quote was for £585.00 plus VAT, but this had not including scaffolding costs. An additional charge of £250 was incurred for scaffolding. The work arose following a complaint from one of the leaseholders. There had been no consultation carried out for this item. Although Mr Gurvits had no knowledge of the work, he stated that a scaffolding tower had been used to gain access to the roof.

27. Miss Stripp stated that she was not asked to provide access for the mouse infestation, but would have granted access if such a request had been

forthcoming. There were attic hatches in flats 5 and 6 that gave the necessary access. The leaseholder in flat 8 had not observed the scaffolding.

Tribunal's Decision:

28. The work undertaken was a response to a complaint from one of the leaseholders. It appears that the main element of concern for the Respondent was the use of scaffolding. As a scaffolding tower was used instead of conventional scaffolding, this may be an explanation as to why the erection of scaffolding was not observed. Given that one side of the development is three storey it is not unreasonable that scaffolding tower was used. There may have been issues as to why this external approach was used rather than accessing the roof through the flats. However, it is the opinion of the Tribunal that the Applicant did not act unreasonably in dealing with the pest issue in this manner. In considering the cost of the work including the use of a scaffolding tower, the Tribunal does not consider that the cost was excessive and as such determines it to be reasonable and payable.

Administration Fee - 2011/12 - £144

29. The Applicant explained that the administration fee related to the Assured Shorthold Tenancy (AST) granted on the subject flat. The fee is recoverable as an administration charge under clause 2.9 of the lease. This fee has only been raised once.

30. Miss Stripp stated that she was charged this fee every year and considered it high. The current tenants under the AST are paying a rent of £950 per month on a 12-month tenancy.

Tribunal's Decision:

31. The Tribunal considers that the Applicant is wrong in its interpretation of clause 2.9 as a means to charge an administration fee for the AST. On a broad construction of the clause we consider that the granting of the AST has no specific value and as such no administration charge is recoverable via this clause. An alternative literal interpretation is that the fee would amount to £2.85 plus VAT a de minimis amount and therefore supporting the Tribunal's initial interpretation that no fee is recoverable under the current circumstances.

Fence Repairs – 2012/13 - £608.40, £112.80 and £1,194.19 – Total £1,915.39

32. Miss Stripp indicated that in respect of the two sums of £608.40 and £112.80 there was no dispute about the work, the extent of her dispute is that the cost is too high. She confirmed that she had not received any alternative quotations. She did indicate that in her opinion the panels had not been replaced but were the old panels that had been reused, but on any view there

was evidence that part of the fencing had actually collapsed and required reinstatement.

Tribunal's Decision:

33. The only aspect that was disputed was the level of the costs. Miss Stripp provided no alternative quotation. As we had no specific evidence, we are of the opinion that the costs were not excessive. Accordingly these costs are determined to be reasonable and payable by the Respondent.

Simon Levy Invoice – 2012/13 - £552.00

34. Miss Stripp was suspicious about this invoice. However, Mr Gurvits explained that Simon Levy was a chartered surveyor. There was a concern of subsidence and the surveyor attended. The survey revealed that there was no subsidence and that there was movement due to the conversion of the block and as a consequence repairs have been carried out to cracks.

35. The Respondent accepted the invoice, but wondered whether this is a cost that could have been recovered from the insurance policy. The issue is the level of costs, but no alternative quotation was provided.

Tribunal's Decision:

36. The Tribunal accepts that Simon Levy was instructed to carry out a survey of the property. The explanation given by the Applicant was that as there was no subsidence, then this was not a cost that could be claimed under the insurance policy. This explanation is accepted. There was no evidence to show that the sum was excessive and therefore the Tribunal determines that the sum was reasonable and is payable.

Downpipe Repair – 2012/13 - £502.55

37. Miss Stripp disputed this sum as being excessive, but provided no alternative quotation.

Tribunal's Decision:

38. In the absence of any evidence to demonstrate that this cost is excessive, the Tribunal determines that the sum is reasonable and payable.

Section 20C Application/Costs –

39. Mr Gurvits indicated that the Applicant would like to recover the costs of these applications via the service charge regime if such costs are recoverable under the lease. He relies on clause 2.16(b) of the lease as the means to recover these costs, but acknowledges that the wording of the clause may not

assist the Landlord. However, if fees are recoverable Mr Gurvits considers that the agents have managed the building. There was animosity between the parties and there was very little payment made into the service charge account by the Respondent. If no amicable resolution is obtained then this sort of case should come to the tribunal for determination.

40. The Respondent stated that Eagerstates had not acted in the best interest of the leaseholders. The service charges costs were high and it was only as a result of the application that the invoices had been made available.

41. The Respondent had incurred an application fee of £250 and a hearing fee of £95 and wished to recover this from the Applicant. The Applicant had also incurred a hearing fee of £95 and wished to recover this from the Respondent.

42. In the Respondent's opinion there was no other way to resolve this matter, it had been necessary to make the application. She considered that the service charges were unreasonably high and had to involve a solicitor in order to obtain copies of the documentation.

43. Mr Gurvits suggested that the Miss Stripp service charge contribution was not large and this matter could have been resolved without an application to the Tribunal. The Applicant had been required to pay 50% of the hearing fee and this was unfair as it was Miss Stripp' application to the Tribunal.

Tribunal's Decision:

44. In considering whether this case could have settled without an application to the Tribunal, Mr Gurvits contradicted himself. On one hand he said there was no need for the application and also stated that the Respondent could have resolved the dispute by making the application. The Tribunal acknowledges the frustrations that appear to have been experienced by the Respondent in seeking answers to her queries. Therefore the Tribunal orders that any costs incurred in respect of this application should not be treated as "relevant costs" to be taken into account in determining the amount of any service charge payable by the tenant. Accordingly an order is made under section 20C that the costs arising in respect of these applications are not to be treated as relevant costs for future service charges.

45. The hearing fee was shared on an equal basis and the Tribunal determines that division of costs should stand. As to the reimbursement of the application fee by the Applicant, the Respondent acknowledges some degree of naivety in dealing with this matter. There was scope for service charges to be paid and any dispute to be settled by a subsequent application. The Respondent has only been partially successful and therefore the Tribunal makes no order for the Applicant to reimburse the Respondent's application fee.

The next steps

46. This matter should now be returned to the Croydon County Court.

Chairman: *Helen C Bowers* **Date: 15th January 2015**

Appendix 1

LANDLORD AND TENANT ACT 1985

Section 19 Limitation of service charges: reasonableness

(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 of 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 Liability to pay service charges: jurisdiction

(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 it 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 fro 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 it 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 subject of determination by a court, or
(d) has been 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.

20C.— 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.

Commonhold and Leasehold Reform Act 2002
Schedule 11 ADMINISTRATION CHARGES
Part 1 REASONABLENESS OF ADMINISTRATION CHARGES

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.

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

Paragraph 5
(1) An application may be made to [the appropriate tribunal] 1 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).

Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013/1169
Rule 13.— Orders for costs, reimbursement of fees and interest on costs
(1) The Tribunal may make an order in respect of costs only—
(a) under section 29(4) of the 2007 Act (wasted costs) and the costs incurred in applying for such costs;
(b) if a person has acted unreasonably in bringing, defending or conducting proceedings in—
(i) an agricultural land and drainage case,
(ii) a residential property case, or
(iii) a leasehold case; or
(c) in a land registration case.
(2) 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.
(3) The Tribunal may make an order under this rule on an application or on its own initiative.
(4) A person making an application for an order for costs—
(a) must, unless the application is made orally at a hearing, send or deliver an application to the Tribunal and to the person against whom the order is sought to be made; and
(b) may send or deliver together with the application a schedule of the costs claimed in sufficient detail to allow summary assessment of such costs by the Tribunal.
(5) An application for an order for costs may be made at any time during the proceedings but must be made within 28 days after the date on which the Tribunal sends—
(a) a decision notice recording the decision which finally disposes of all issues in the proceedings; or
(b) notice of consent to a withdrawal under rule 22 (withdrawal) which ends the proceedings.
(6) The Tribunal may not make an order for costs against a person (the "paying person") without first giving that person an opportunity to make representations.
(7) The amount of costs to be paid under an order under this rule may be determined by—
(a) summary assessment by the Tribunal;
(b) agreement of a specified sum by the paying person and the person entitled to receive the costs (the "receiving person");
(c) detailed assessment of the whole or a specified part of the costs (including the costs of the assessment) incurred by the receiving person by the Tribunal or, if it so directs, on an application to a county court; and such assessment is to be on the standard basis or, if specified in the costs order, on the indemnity basis.
(8) The Civil Procedure Rules 1998, section 74 (interest on judgment debts, etc) of the County Courts Act 1984 and the County Court (Interest on Judgment Debts) Order 1991 shall apply, with necessary modifications, to a detailed assessment carried out under paragraph (7)(c) as if the proceedings in the Tribunal had been proceedings in a court to which the Civil Procedure Rules 1998 apply.
(9) The Tribunal may order an amount to be paid on account before the costs or expenses are assessed.