FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AJ/LSC/2019/0037**
Property	**:**	**Flat 42, 2-68 Medway Parade, Perivale, London. UB6 8HS**
Applicant	**:**	**The Holiday Club Ltd.**
Representative	**:**	**Mr. T. Yianni**
Respondent	**:**	**Ms. J.A. Cormick**
Representative	**:**	**In person**
Type of Application	**:**	**For the determination of the reasonableness of and the liability to pay a service charge and related costs orders**
Tribunal Members	**:**	**Tribunal Judge Stuart Walker** **Mr. Richard Shaw FRICS**
Date and venue of Hearing	**:**	**1 April 2019 at** **10 Alfred Place, London WC1E 7LR**
Date of Decision	**:**	**28 April 2019**

DECISION

Decisions of the Tribunal

(1) The Tribunal determines that the sums payable by the Respondent in respect of the service charges demanded for the years 2011 to 2012, 2012 to 2013, 2013 to 2014, 2014 to 2015, 2015 to 2016, 2016 to 2017, 2017 and 2018 are as follows;

2011/2012	£376.25
2012/2103	£821.83
2013/2014	£871.64
2014/2015	£775.24
2015/2016	£773.20
2016/2017	£708.80
2017	£1,553.52
2018	£826.37

(2) The application for an order under section 20C of the Landlord and Tenant Act 1985 so that none of the landlord's costs of the Tribunal proceedings may be passed to the lessees through any service charge is refused.

(3) The application for an order under rule 13(1) of the Tribunal procedure (First-tier Tribunal) (Property Chamber) Rules 2013 for the payment of costs by the Respondent is refused.

(4) The application for an order under rule 13(2) of the Tribunal procedure (First-tier Tribunal) (Property Chamber) Rules 2013 for the re-imbursement of the fees of £300 paid by the Applicant in bringing this application by the Respondent is granted. Payment is to be made within 28 days.

Reasons

The application

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") as to the amount of service charges payable by the Respondent in respect of the service charge years 2011 to 2012, 2012 to 2013, 2013 to 2014, 2014 to 2015, 2015 to 2016, 2016 to 2017, 2017 and 2018.

2. The application was made on 22 January 2019. Directions were issued on 1 February 2019. These identified that the Applicant's case was that the Respondent had failed to pay service charges in relation to her occupation of the property for the years from 2012 to 2018 inclusive and that, in the past, she had failed to pay until the Tribunal had made a ruling as to liability. No costs orders were sought by the Applicant.

3. The directions provided for the Respondent's statement of case to be served by 11 February 2019 which was to set out which of the charges she considered she had no liability to pay and the amounts she considered she was liable for. The Applicant was directed to send their statement in response with documents upon which they relied by 22 February 2019 and was to set out any matters

which were admitted or agreed. The Applicant was to compile a bundle for use at the hearing to be served by 18 March 2019. The directions also provided that any application in respect of the re-imbursement of fees or under section 20C of the Landlord and Tenant Act 1985 and/or paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 would be dealt with at the hearing and the parties were invited to include representations on such applications in their submissions.

4. In the event, the Respondent's statement of case was sent to the Tribunal and not the Applicant and so was not received by them until 13 February 2013. As a result a procedural judge directed that the date by which the Appellant's reply was to be served was extended to 1 March 2019. The hearing bundle was served on 1 March 2019. The Applicant did not provide a witness statement at that stage.

5. The relevant legal provisions are set out in the Appendix to this decision. Page numbers in what follows are references to the agreed bundle.

The hearing

6. The Applicant was represented by Mr. T. Yianni, a director of the Applicant. The Respondent was not represented.

7. At the start of the hearing the Respondent referred to an e-mail she had sent to the Tribunal dated 28 March 2019. This indicated that the Applicant had sent her further documents to be added to the bundle before the deadline and that she had, on 28 March 2019, received a witness statement from Mr. Yianni dated 27 March 2019. The Tribunal enquired of the parties whether the contents of the bundle were now agreed and they stated that they were. The Applicant requested that the Tribunal should also take account of Mr. Yianni's witness statement. On the basis that its contents related mainly to facts which were not themselves in dispute and that the statement was, in reality, more a clarification of the Applicant's case the Tribunal agreed that it was in the interests of justice to consider it.

The background

8. The property which is the subject of this application consists of 22 flats above shops in a three-storey building. On the ground floor there is a row of 12 shops. All of the shops have been sold on long leases as have the flats above. According to the Applicant the freehold owner of the building had for many years been "absent" and the building had fallen into decay and disrepair. The local authority forced the sale of the freehold and it was purchased by the Applicant's predecessor in title. The Applicant purchased the freehold on 20 March 2012.

9. 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.

The Lease

10. The Respondent has a lease that was originally granted for a term of 99 years from 29 September 1974. She acquired the lease on 3 February 1986.

11. The recitals to the lease make it clear that in paragraph (1) that the definitions in the particulars annexed to the lease are incorporated into it. In the particulars the term "the Property" is defined as the whole of Medway Parade, Perivale. By clause 2 and paragraph 1 of the third schedule the tenant covenanted to pay to the landlord the rent and the maintenance rent as defined in the lease. By clause 3(a)(ii) the landlord covenants, subject to the lessee paying the maintenance rent, to cause the works referred to in the second schedule to be carried out and to make the payments and employ the people referred to therein. The maintenance rent is defined as a proportion based on the rateable value of the demised premises of the sums expended by the landlord. Insofar as relevant to this application the covenants in the second schedule include the following;

(a) para 1 "*Maintaining and keeping in good and substantial repair and condition;*

(i) the main structure of the Property including the foundations and the roof thereof with its gutters and rainwater pipes and the balconies but excluding the windows and window frames thereof

(ii) all such gas and water pipes and drains and electric cables and wires serving the Property as are enjoyed or used by the Lessee in common with the owners or lessees of the other flats comprised in the Property

(iii) the main entrances passages landings and staircases of the Property"

(b) para 2 "*Redecorating the exterior of the Property (including window frames) and the internal common parts thereof in every seventh year of the Term in the manner in which the same is at the time of this demise decorated or as near thereto as circumstances permit*"

(c) para 3 "*Paying all outgoings including Water Rate not separately assessed on each individual flat in the Property payable in respect of the Property*"

(d) para 4 "*Keeping the common parts of the Property in a clean condition and properly swept and lighted*"

(e) para 6 "*Keeping the Property insured against the loss or damage by fire storm and other insured risks … and against damage or breakage arising from any cause whatever in the full value thereof for the time being in some Insurance office of repute*"

(f) para 7 "*Employing any workmen necessary for the proper maintenance of the Property and a Managing Agent Solicitor Accountant Surveyor or other professional adviser in connection*

with the management of the Property including Maintenance Rent calculation and collection"

12. By paragraph 8 of the second schedule the costs of the services are to be ascertained and certified to the maintenance year end and payment is to be made within one month of the production of such certificates. The maintenance year end date is 31 December.

13. The parties agreed that despite the year-end date being 31 December, historically the service charge had been calculated for the period from 1 February to 31 January each year. This continued until 2017 when the service charge was calculated for the period from 1 February 2017 to 31 December 2017 after which the charging reverted to the terms of the lease. No point was taken in respect of this.

The Issues

14. As per the directions, the relevant issues for determination are the payability and/or reasonableness of service charges for each of the service charge years from 2011/2012 to 2018 inclusive and any costs orders under s20C Landlord and Tenant Act 1985 and/or Para 5A Commonhold and Leasehold Reform Act 2002.

15. In her statement of case the Respondent applied for an order under section 20C preventing the Applicant from including the costs incurred in bringing their application to any future service charge (page 52).

16. In Mr. Yianni's witness statement he also invited the Tribunal to add statutory interest to the amount of outstanding service charges (para 15). He also invited the Tribunal to make an award re-imbursing a total of £300 in fees paid by the Applicant for bringing the proceedings and also a sum of £1,000 in costs against the Respondent pursuant to the Tribunal's powers under rule 13 of the Tribunal procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

17. Having heard submissions from the parties and considered all the documents provided (whether specifically referred to or not), the Tribunal has made determinations on the various issues as set out below.

18. In what follows the Tribunal's determinations will be set out for each service charge year in turn.

Service Charge Year 2011/2012

19. The Applicant sought the payment of service charges under each of the following headings; Insurance, Management Fee, Electricity, Repairs, Roofing, Accountancy Fees, Security Costs, Sundry Expenditure and Bank Charges. The total sum sought was £571.04

The Respondent's Case

20. The Respondent raised a general objection to the payability of the service charges on the basis that she was concerned that service charge payments were to be made into a bank account which was not ring-fenced.

21. With regard to this particular year the Respondent argued that many of the charges had arisen before the Applicant became the freeholder of the premises and that there was an ongoing dispute between her and the previous freeholder. She disputed that these earlier incurred costs were recoverable.

22. The Respondent argued that the accountancy fee was too high and that it was higher than had previously been charged under the previous managing agent TPS Estates. She invited the Tribunal to determine whether the charge was reasonable.

23. The Respondent contested the management fee on the basis that this was something which had been incurred under the previous managing agents. She objected to the invoices at pages 138 and 139 which related to fees for the period from 16 December 2007 to 31 July 2008 inclusively.

24. With regard to insurance, the Respondent contested the correct share that was payable. She argued that the certificate of insurance showed that the insurance only covered 21 flats rather than 22.

25. The Respondent contested the charges for roofing works on the basis that she argued that these should also be split with the leaseholders of the 12 shops in the building as the works benefited the shops as well as the flats and so the correct lease fraction should be 1/34 rather than 1/22 which had been charged.

26. The Respondent argued that repair works which related to drainage works or works in relation to the water supply should also be split between both the shops and the flats as the shops also benefitted from these works too. She argued that the proper fraction should, therefore, be 1/34 for these costs too. She also argued that this had been the fraction decided at a previous appeal in 2007.

27. The security costs related to the entry phone system. The Respondent argued that the costs should not exceed the cost of the yearly maintenance contract, which was set at £550 plus VAT per year in 2006.

28. No issue was taken with any of the other charges.

The Applicant's Response

29. The Applicant argued that costs incurred by the previous freeholder were still recoverable as no demand for payment had been made prior to the change in ownership so the sums were still payable under the terms of the lease.

30. With regard to the accountancy fees the Applicant pointed out that the previous managing agents had refused to do any further work. The Applicant had had to

use their own accountant to finalise the service charge accounts for the 2011/2012 year and that the rate of £45 per flat was not unreasonable.

31. The Applicant was unable to provide a satisfactory explanation for the invoices at pages 138 and 139 which, on their face, related to a period well before the service charge year in question. Mr. Yianni said that the money was owed from the past but could not say when. He could say nothing further but argued that the invoice itself was issued within the charging year.

32. The Applicant explained that for the 2011/2012 year all the flats were insured. Thereafter there was a change as one and then two flats were no longer included in the policy (see pages 175 and 240). Then for the period from 2014 onwards the insurance was for one of the shops and 20 flats. The other two flats made their own insurance arrangements and the balconies were not covered by their insurance.

33. In the course of the hearing the Respondent said that previously all 34 units had ben insured but when there was a previous case at the Tribunal in 2007 this had been changed to just the 22 flats. She stated that she now accepted that the insurance costs should be divided by 22.

34. With regard to the roofing costs, the Applicant argued that the leases for the shops made no provision for making charges in respect of roofing works and it was impossible to recover costs from the shops. It was also argued that the flat roofs directly affected the flats below and that the repairs did not benefit the shops so the costs should be borne by the flats alone. With regard to drainage and water supply works the Applicant accepted that if the disrepair was at ground level, where the shops were situated, the costs should be split 34 ways but that if there were blocked drains or other problems above the first floor then the costs should be borne by the leaseholders alone. Mr. Yianni accepted that the invoice at page 143 which related to the water supply to one of the shops should be divided by 34.

35. In respect of the security costs the Applicant's case was that the maintenance contract provided for an increase in the contract price in line with the retail price index them. In addition, some works resulting from damage to the system were not covered by the annual charge and so required additional works. The work invoiced at page 149 was in respect of damage to a gate.

<u>The Tribunal's decision</u>

36. The Tribunal rejected the Respondent's arguments that service charges were not payable because the landlord's bank account was not ring-fenced. There was no provision in the lease for a sinking-fund and it was not suggested that payments were being made to such a fund. The only question for the Tribunal was whether the charges were payable under the terms of the lease and, if so, whether they were reasonable.

37. The Tribunal also did not accept the Respondent's argument that as a matter of principle costs incurred by the previous managing agents could not be charged by the new landlord. There was no suggestion that there had been any previous demand for payment.

38. With regard to the accountancy costs, the Tribunal concluded that it was good practice for the new owners of the property to take immediate steps to get the service charge accounts in order and it was not disputed that those accounts had been prepared. The Tribunal concluded that the sum of £1,000 charged for producing accounts for 22 flats was reasonable. There was no argument that the appropriate fraction was anything other than 1/22. The Tribunal was also satisfied that the costs fell within the scope of paragraph 7 of the second schedule of the lease. The Tribunal therefore concluded that the sums charged for accountancy fees were reasonable and payable.

39. The management fees charged in this period were set out in the invoices at pages 138 and 139. On the face of it these were charges for work undertaken no later than July 2008 and the Tribunal was not satisfied that they related to any other period. There was no evidence before the Tribunal that any demand for payment had been made in respect of these charges within 18 months of the costs being incurred nor that notice had been given to the Applicant that the costs had been incurred and would subsequently be charged for. The Tribunal therefore concluded that these sums were not recoverable by virtue of the provisions in section 20B of the Landlord and Tenant Act 1985.

40. The Tribunal was satisfied that the amount claimed for insurance was reasonable and payable. The only issue was the fraction to be charged and in the course of the hearing the Respondent accepted that the correct fraction was 1/22, which was the fraction charged. The Tribunal was also satisfied that this was the correct fraction.

41. With regard to the roofing costs, the Tribunal had regard to the terms of the lease. Paragraph 1 of schedule 2 refers to the maintenance and repair of the main structure of the Property. This is defined as being the whole of the building and so includes the shops in addition to the flats. Given the responsibility to pay for works in respect of the entirety of the building the Tribunal was satisfied that the appropriate lease fraction for the roofing works should take account of the 12 shops and so should be 1/34 and not 1/22. The fact that the leases for the shops may not make provision for recovery of the shops' share of the costs of maintaining the whole building does not mean that the whole of the cost must be shared by the leaseholders of the flats. As a result, the payable amounts in respect of the invoices at pages 146 and 147 are £8.82 and £13.24 respectively. These are reductions of £4.83 and £7.24 respectively.

42. The Tribunal bore in mind that the Applicant accepted that some drainage works should be split 34 ways. It took a similar approach to that as regards the roofing works. It again had regard to the terms of the lease. Paragraph 1(ii) of schedule 2 refers to all gas and water pipes and drains serving the Property which is again defined as being the whole of the building including the shops.

The Tribunal was satisfied that the appropriate lease fraction for these works is again 1/34 and not 1/22. As a result, the payable amounts in respect of the invoices at pages 143 and 152 are £55.06 and £2.94 respectively. These are reductions of £30.12 and £1.61.

43. The Tribunal accepted the Applicant's case in respect of the security costs. It is clear that the cost of the maintenance contract for the entry phone increases in line with RPI (see page 148) with the 2011 cost being £647.16 plus VAT. The Tribunal also accepted that not all necessary repair works are covered by the contract and that the works invoiced at page 149 were properly incurred. The Tribunal was satisfied that the entry phone system is contained within the common parts and so the correct lease fraction is 1/22. The Tribunal was therefore satisfied that the security costs were reasonable and payable.

44. As no issue was taken with the remaining charges, including those for electricity and sundry expenditure, the Tribunal was satisfied that these were all reasonable and payable.

45. In summary, the Tribunal concluded that the amount of service charge costs payable for the 2011/2012 year is the sum sought by the Applicant reduced by a total of £194.29, making the total sum payable £376.25.

Service Charge Year 2012/2013

46. In their application the Applicant again sought the payment of service charges under the headings of Insurance, Management Fee, Electricity, Repairs and Accountancy Fees. There was no separate claim in respect of roofing and security costs were now classed as Entry Phone. Charges were also sought in respect of Cleaning and Visiting Fees. The total sum sought was £893.68

The Respondent's Case

47. The Respondent's case was largely the same as that in respect of the previous service charge period. She submitted that the management and accountancy fees were too high. She made the same submissions as previously with regard to the insurance costs and in respect of repair works to the roof and drainage and water supply works. She repeated her submissions about the costs of the entry phone system.

48. With regard to cleaning the Respondent argued that the service provided was no more than a basic 15-minute sweep up every 2 weeks and she considered the costs excessive.

49. The Respondent argued that the visiting fees should not be payable as this should be included in the management fee and had not been charged before.

The Applicant's Case

50. The Applicant repeated the arguments set out above in respect of the previous charging period.

51. With regard to the charges for cleaning, the Applicant argued that what was provided went beyond a simple 15-minute sweep. Reliance was placed on the invoice at page 211 which also included provision for the unblocking of gullies and rain water hoppers and the removal of rubbish from balconies. Mr. Yianni was, though, unable to explain why the invoice stated that the contractor had visited the premises "*at least 18 times*" in the period. He was unable to provide any further detail about how many visits were made and what was done on each occasion.

52. Mr. Yianni explained that the management contract allowed for four visits per year but that additional visits were charged for. He argued that if a problem was reported at the premises it was good practice to send the manager first to ascertain the true nature and extent of the problem before simply appointing contractors to deal with the problem. He argued that the amount of the charge was reasonable.

The Tribunal's Decision

53. The Tribunal concluded that the accountancy costs were reasonable and payable for the same reasons as for the previous year.

54. The Tribunal concluded that the management fees were also reasonable and payable. They fell within the scope of paragraph 7 of the second schedule in the lease. There was no doubt that these costs related to the 2012/2013 service charge year. The Tribunal was satisfied that the management fee was recoverable under the terms of the lease as the management function fell within the terms of paragraph 7 of the second schedule to the lease. It considered the sum of £5,000 for the management of 22 flats for a year to be reasonable and that the correct lease fraction was 1/22 as this was part of the management function which concerned the flats alone.

55. In respect of the visiting fees, the Tribunal accepted the Applicant's explanation for these charges. It accepted that it was reasonable for the landlord to send the managing agents to inspect if a problem arose before appointing contractors to do whatever work was required. It concluded that the charge of £50 per visit was reasonable and that 5 visits in the course of the year was also reasonable. These sums were therefore reasonable and payable.

56. The Tribunal was not satisfied that the Applicant had shown that the cleaning contractors had undertaken the number of visits claimed nor that what was carried out was as extensive as claimed. In reaching this conclusion the Tribunal relied on the observations of the Respondent and, in particular, the wording of the invoice in which the number of visits is not clearly specified and the failure of the Applicant to provide a clear explanation for this. Nevertheless, the Tribunal was satisfied that some cleaning works had been undertaken. Taking a broad approach and doing the best it could with the evidence available it concluded that a reasonable figure would be a reduction of 30% in the amount charged. It decided that a reasonable figure should, therefore, be £1,750. Applying the lease fraction of 1/22 this makes the payable sum for cleaning £79.55, a reduction of £34.21.

57. For the reasons given for the previous year, the Tribunal concluded that the insurance costs were reasonable and payable.

58. Also, for the reasons given for the previous year, the Tribunal concluded that the correct lease fraction for roof repairs and drainage and water supply works was 1/34 and not 1/22. It therefore concluded that the sums claimed for the water-tank works (page 188) and the amounts claimed in respect of invoices for roof repair works at pages 189, 194, 197, 200 and 203 should be reduced. The total sum payable in respect of these invoices is, therefore, £68.82. This is a reduction of £37.65.

59. The Tribunal was satisfied that the sums claimed for the entry phone system were reasonable and payable. This was for the same reasons as those for the previous year.

60. As no issue was taken with the remaining charges, including those for electricity, the Tribunal was satisfied that these were all reasonable and payable.

61. In summary, the Tribunal concluded that the amount of service charge costs payable for the 2012/2013 year is the sum sought by the Applicant reduced by a total of £71.86, making the total sum payable for this year £821.83.

Service Charge Year 2013/2014

62. In their application the Applicant sought the payment of service charges under the same headings as in the previous year, save that there was no separate claim in respect of visiting fees. The total sum sought was £1,002.87.

The Respondent's Case

63. The Respondent's case was largely the same as that in respect of the previous service charge period and it is not necessary to set out what has already been covered.

64. The Respondent argued that works to the balconies to prevent water penetration into the shops below (see pages 251 and 256) should not be included as these were works for the benefit of the shops or, alternatively, that the correct lease fraction should be 1/34.

65. The Respondent took particular issue with the invoice at page 273 which related to the construction of a timber and plastic canopy over the first floor balcony. She argued that it was leaking after 6 months and that it did nothing to stop water getting onto the balcony, which was why the landlord had said it had been constructed. She argued that the sum was not reasonable and should not be recovered at all.

The Applicant's Case

66. The Applicant repeated the arguments set out above in respect of the previous charging period.

67. With regard to the works to the balconies, Mr. Yianni explained that these could only be accessed by the lessees of the flats. The shops had no access to them. He argued that they formed part of the common parts and that the correct lease fraction was 1/22. He argued that the balconies had been cracking and allowing water into the shops below.

68. As regards the canopy, Mr. Yianni said that the balcony that it covered was exposed and water collected on it. He also argued that it was provided not only to stop water collecting on the balcony area but also that it was for the benefit of the residents who complained that they were getting drenched. The area flooded less now and that the area was used by residents for barbecues. It provided protection for the building.

The Tribunal's Decision

69. For the reasons given in relation to previous years the Tribunal concluded that the accountancy and management fees, the insurance costs, the electricity charges and the entry phone costs were all reasonable and payable.

70. The Tribunal accepted the Applicant's case that the shops had no access to the balconies and that these formed part of the common parts specified in the lease. It therefore concluded that the correct fraction for works to the balconies was 1/22. The Tribunal was satisfied that the works were reasonably undertaken to prevent water ingress. The sums charged for these were, therefore, reasonable and payable at the rates sought.

71. As with previous years, some of the works related to the roof and/or drainage and water supply. As previously explained, the correct lease fraction in respect of these works is 1/34. It follows that the sums claimed in respect of the invoices at pages 260, 263, 268, 269, 271 and 279 all should be reduced accordingly. The total sum payable in respect of these works is £54.72, a reduction of £29.92 on the sums claimed.

72. As with the previous year, the Tribunal were not satisfied that the number of cleaning visits and the works undertaken were as numerous and extensive as claimed. As with the previous year, there was no clear explanation for the invoice which again referred to attending on "*at least*" a number of occasions. It decided that a reasonable figure should, therefore, be £1,750. Applying the lease fraction of 1/22 this makes the payable sum for cleaning £79.55, a reduction of £34.20 from the sum claimed for this year.

73. The Tribunal was not satisfied that the canopy works were recoverable. Firstly, it seemed to the Tribunal that the addition of a canopy to the premises amounted to an improvement and not a repair. The landlord's case was that the works were to deal with the problem of drainage on the balcony below. The Tribunal considered that this was a strange way to deal with a drainage problem. It was also not satisfied that it was a solution to the problem as even Mr. Yianni had said that the balcony did not flood as much as before, which suggested that there was an ongoing flooding problem. The erection of a canopy is not a reasonable way to deal with poor drainage. The Tribunal therefore concluded that no sums were recoverable in respect of this work. This amounted to a reduction of £67.11.

74. As no issue was taken with the remaining charges, the Tribunal was satisfied that these were all reasonable and payable.

75. In summary, the Tribunal concluded that the amount of service charge costs payable for the 2013/2014 service charge year is the sum sought by the Applicant reduced by a total of £131.23, making the total sum payable for this year £871.64.

Service Charge Year 2014/2015

76. In their application the Applicant sought the payment of service charges under the same headings as in the previous year, save that there was an additional heading in respect of a recycling container and there was a separate claim in respect of visiting fees. The total sum sought was £836.34.

The Respondent's Case

77. The Respondent's case was largely the same as that in respect of the previous service charge period and it is not necessary to set out what has already been covered.

78. The Respondent argued that the recycling container was not necessary as refuse and recycling were collected every week by the Council. The container stank and was used for general waste. It disappeared shortly after having been provided.

The Applicant's Case

79. The Applicant repeated the arguments set out above in respect of the previous charging periods.

80. With regard to the recycling container Mr. Yianni explained that Ealing Council had approached him because there were problems with lessees dumping rubbish and that there was a health hazard. They recommended obtaining the recycling container. The landlord followed this recommendation and the container was purchased and placed on the premises. Mr. Yianni dod not know what had happened to it.

The Tribunal's Decision

81. For the reasons given in relation to previous years the Tribunal concluded that the accountancy and management fees, the insurance costs, the electricity charges and the entry phone costs were all reasonable and payable. It also concluded that the visiting fees were payable for the same reasons as applied in the 2012/2013 service charge year.

82. As with previous years, some of the works related to the roof and/or drainage and water supply. As previously explained, the correct lease fraction in respect of these works is 1/34. It follows that the sums claimed in respect of the invoices at pages 353, 355, 362, 364, 366, 377, and 385 all should be reduced accordingly. The total sum payable in respect of these works is £49.57, a reduction of £27.01 on the sums claimed. The Tribunal was satisfied that all

other repair works, including works to balconies, were works to the common parts which were properly incurred and that the correct lease fraction was 1/22 and so no reduction was required.

83. As with the previous year, the Tribunal were not satisfied that the number of cleaning visits and the works undertaken were as numerous and extensive as claimed. As with the previous year, there was no clear explanation for the invoice which again referred to attending on "*at least*" a number of occasions. It decided that a reasonable figure should, therefore, be £1,750. Applying the lease fraction of 1/22 this makes the payable sum for cleaning £79.55, a reduction of £34.09 from the sum claimed for this year.

84. The Tribunal accepted that the recycling container was provided at the request of the local authority. It considered that in the circumstances it was reasonable to have done so and that the sum charged (page 390) was reasonable. The sum of £13.29 was therefore reasonable and payable.

85. As no issue was taken with the remaining charges the Tribunal was satisfied that these were all reasonable and payable.

86. In summary, the Tribunal concluded that the amount of service charge costs payable for the 2014/2015 service charge year is the sum sought by the Applicant reduced by a total of £61.10, making the total sum payable for this year £775.24.

Service Charge Year 2015/2016

87. In their application the Applicant sought the payment of service charges under the same headings as in the previous year, save that there was no claim in respect of the recycling container. The total sum sought was £873.57.

The Respondent's Case

88. The Respondent's case was largely the same as that in respect of the previous service charge period and it is not necessary to set out what has already been covered.

The Applicant's Case

89. The Applicant repeated the arguments set out above in respect of the previous charging periods.

The Tribunal's Decision

90. For the reasons given in relation to previous years the Tribunal concluded that the accountancy and management fees, including visiting fees, the insurance costs, the electricity charges and the entry phone costs were all reasonable and payable.

91. Some of the works claimed for related to the roof and/or drainage and water supply. As previously explained, the correct lease fraction in respect of these works is 1/34. It follows that the sums claimed in respect of the invoices at pages 446, 449, 452, 457, 470 and 478 all should be reduced accordingly. The

total sum payable in respect of these works is £117.81, a reduction of £64.23 on the sums claimed. The Tribunal was satisfied that all other repair works were works to the common parts which were properly incurred and that the correct lease fraction was 1/22 and so no reduction was required.

92. As with the previous year, the Tribunal were not satisfied that the number of cleaning visits and the works undertaken were as numerous and extensive as claimed. As with the previous year, there was no clear explanation for the invoice which again referred to attending on "*at least*" a number of occasions. What was even more surprising was that this same wording was employed on an invoice supplied by a different contractor (see page 394). It decided that a reasonable figure should, therefore, be a reduction of 30%, making the figure for this service charge year £1,855. Applying the lease fraction of 1/22 this makes the payable sum for cleaning £84.32, a reduction of £36.14 from the sum claimed for this year.

93. As no issue was taken with the remaining charges the Tribunal was satisfied that these were all reasonable and payable.

94. In summary, the Tribunal concluded that the amount of service charge costs payable for the 2015/2016 service charge year is the sum sought by the Applicant reduced by a total of £100.37, making the total sum payable for this year £773.20.

Service Charge Year 2016/2017

95. In their application the Applicant sought the payment of service charges under the same headings as in the previous year. The total sum sought was £776.70.

The Respondent's Case

96. The Respondent's case was largely the same as that in respect of the previous service charge period and it is not necessary to set out what has already been covered.

The Applicant's Case

97. The Applicant repeated the arguments set out above in respect of the previous charging periods.

The Tribunal's Decision

98. For the reasons given in relation to previous years the Tribunal concluded that the accountancy and management fees, including the visiting fees, the insurance costs, the electricity charges and the entry phone costs were all reasonable and payable.

99. Some of the works claimed for related to the roof and/or drainage and water supply. As previously explained, the correct lease fraction in respect of these works is 1/34. It follows that the sums claimed in respect of the invoices at pages 550, 554 (apart from the item relating to a gate lock), 563, 566 and 571 should all be reduced accordingly. The total sum payable in respect of these works is £60.48, a reduction of £31.77 on the sums claimed. The Tribunal was

satisfied that all other repair works were works to the common parts which were properly incurred and that the correct lease fraction was 1/22 and so no reduction was required.

100. The Tribunal reached the same conclusion with regard to the cleaning charges as in previous years for the same reasons. It decided that a reasonable figure should, therefore, be a reduction of 30%, making the figure for this service charge year £1,855. Applying the lease fraction of 1/22 this makes the payable sum for cleaning £84.32, a reduction of £36.13 from the sum claimed for this year.

101. As no issue was taken with the remaining charges the Tribunal was satisfied that these were all reasonable and payable.

102. In summary, the Tribunal concluded that the amount of service charge costs payable for the 2016/2017 service charge year is the sum sought by the Applicant reduced by a total of £67.90, making the total sum payable for this year £708.80.

Service Charge Year 2017

103. In their application the Applicant sought the payment of service charges under the same headings as in the previous year, save that there was an additional claim for section 20 major repairs. The total sum sought was £1,665.60.

The Respondent's Case

104. The Respondent's case was largely the same as that in respect of the previous service charge period and it is not necessary to set out what has already been covered.

105. With regard to the major repairs the Respondent accepted that these were necessary (page 52). The Respondent argued that sealant applied to the balcony had chipped shortly after being applied, although she accepted that water was not coming through where the sealant had been applied. She also complained that the colour of her window sills had been changed and that her windows had been painted shut. She argued that the painting had not been done professionally.

The Applicant's Case

106. The Applicant repeated the arguments set out above in respect of the previous charging periods.

107. With regard to the sealing of the balconies Mr. Yianni contended that the surface would wear slightly but that the important point was that the cracks were sealed and that the balconies were no longer leaking. He argued that the painting had been done professionally and that the sums charged were reasonable.

The Tribunal's Decision

108. For the reasons given in relation to previous years the Tribunal concluded that the accountancy and management fees, including the visiting fees, the insurance costs, the electricity charges and the entry phone costs were all reasonable and payable.

109. The Tribunal found that there was no evidence of any problems elsewhere with the painting works claimed for and that the wearing to the sealant on the balconies was cosmetic only, so these costs were reasonably incurred and payable.

110. As before, some of the works claimed for related to the roof and/or drainage and water supply. As previously explained, the correct lease fraction in respect of these works is 1/34. It follows that the sums claimed in respect of the invoices at pages 668, 671, 673, 679, 682, 684, 689, 694, 697, 701, 703, and 708, should all be reduced accordingly. The total sum payable in respect of these works is £102.19, a reduction of £55.76 on the sums claimed.

111. The Tribunal was concerned about the invoice at page 677 dated 1 May 2017. This appeared to charge for exactly the same work as charged for in an invoice dated 14 March 2017 (page 673) – namely the supply and fitting of a stopcock valve for the water tank at number 48. The Tribunal was not satisfied that this repeat work was reasonably chargeable and so the sum of £7.14 charged to the Respondent should also be removed.

112. Whilst the Tribunal was satisfied that the section 20 works were reasonably incurred and that the charges for them were payable by the Respondent, there was also an issue with the proper lease fraction for some of these works. The invoice at page 636 shows that three of the items relate to the roof and/or drainage. Item 3 is the supply of new roof rain outlets where necessary, item 10 is the repointing of the brickwork near the flat roofs where necessary, and item 13 is the painting of all gutters and downpipes. The invoice does not apportion the amounts charged for each element. Taking a broad approach and doing the best it can with the evidence available to it, the Tribunal decided that £1,000 of the costs should be attributed to works for which the proper fraction should be 1/34 not 1/22. Therefore the amount charged for this part should be reduced from £45.45 to £29.41, a further reduction of £16.04.

113. The Tribunal accepted that the invoices in respect of cleaning of the premises at pages 716, 720, 722, 726, 728, 731 and 734 differed from previous invoices, as a total of 22 specified visits are recorded. The Respondent's case was that she had only logged 10 visits. Although some of the cleaning invoices include charges for the replacement of bulbs where necessary (see pages 726 and 728 for example) the Tribunal also noted that separate charges were made for bulbs under the heading of repairs (see pages 696 and 700). The Tribunal was not satisfied that these invoices were reliable – especially given the issues with the previous invoices and the matters which the Tribunal sets out for the following service charge year. There was also no clear explanation for the use of more than one contractor and the apparent alternation from one to the other. The Tribunal decided that a reasonable figure should, therefore, be a reduction of 30%, making the figure for this service charge year £1,701. Applying the lease

fraction of 1/22 this makes the payable sum for cleaning £77.32, a reduction of £33.14 from the sum claimed for this year.

114. As no issue was taken with the remaining charges the Tribunal was satisfied that these were all reasonable and payable.

115. In summary, the Tribunal concluded that the amount of service charge costs payable for the 2017 service charge year is the sum sought by the Applicant reduced by a total of £112.08, making the total sum payable for this year £1,553.52.

Service Charge Year 2018

116. In their application the Applicant sought the payment of service charges under the same headings as in the previous year but there was no claim for major repairs. The total sum sought was £884.02.

The Respondent's Case

117. The Respondent's case was largely the same as that in respect of the previous service charge period and it is not necessary to set out what has already been covered.

The Applicant's Case

118. The Applicant repeated the arguments set out above in respect of the previous charging periods.

119. The Applicant's schedule at page 766 shows that for this service charge year it was accepted that the proper lease fraction to be applied for roof repairs is 1/34 and the sums for these repairs have been charged at that rate.

The Tribunal's Decision

120. For the reasons given in relation to previous years the Tribunal concluded that the accountancy and management fees, the insurance costs, the electricity charges and the entry phone costs were all reasonable and payable.

121. Whilst the landlord had, for this year, divided roof repairs by 34, the same had not been done in respect of charges for drainage and/or water supplies. As previously explained, the correct lease fraction in respect of these works is also 1/34. It follows that the sums claimed in respect of the invoices at pages 793, 807, and should all be reduced accordingly. The total sum payable in respect of these works is £14.11, a reduction of £7.71 on the sums claimed.

122. The Tribunal once again had concerns about the charges made in respect of cleaning. The landlord's case was that cleaning was undertaken twice a month. The invoices provided in relation to this year did not appear to be consistent with that. The invoices did not state when the cleaning works were undertaken, but invoices from different contractors bore the same date or dates very close to each other (see, for instance, the invoices for 12 November 2018 at pages 851 and 853 and those for 2 and 3 December at pages 855 and 857). Again Mr. Yianni was not able to give a clear explanation for this. The Tribunal also noted

that an invoice for sweeping and washing and lightbulbs dated 1 October 2018 (page 805) but the same invoice had been included again at page 847. Unhelpfully, one of the cleaning invoices also included elements for repairs (page 851). Once again no clear explanation was given for the constant changing between contractors for the supply of cleaning services. The Tribunal decided that invoice at page 805 should not be taken into account under the heading of repairs, resulting in a reduction of £9.09. It decided that a reasonable figure should, once more, be a reduction of 30%, making the figure for this service charge year £2,096.50. Applying the lease fraction of 1/22 this makes the payable sum for cleaning £95.30, a reduction of £40.84 from the sum claimed for this year.

123. As no issue was taken with the remaining charges the Tribunal was satisfied that these were all reasonable and payable.

124. In summary, the Tribunal concluded that the amount of service charge costs payable for the 2018 service charge year is the sum sought by the Applicant reduced by a total of £57.64, making the total sum payable for this year £826.37.

Applications under Rule 13.

125. The Tribunal has no power to award interest in respect of any of the service charges which it has found to be payable by the Respondent as requested by the Applicant.

126. The Applicant sought an order for both the re-imbursement of fees and costs against the Respondent. Mr. Yianni argued that the Respondent had not made any payments of service charges over many years and that she had not engaged with any attempts to resolve the dispute she had with her landlord. She had refused the offer of mediation to settle the issues between them.

127. The Tribunal reminded itself that it has the power to order the re-imbursement of fees under rule 13(2) but that awards of costs under rule 13(1) could only be made against the Respondent if there have been wasted costs under section 29(4) of the Tribunals, Courts and Enforcement Act 2007 or if she has acted unreasonably in defending or conducting the proceedings. The former only applies to legal representatives and so cannot apply to the Respondent. Thus, as far as an award of costs was concerned, the Tribunal had to consider whether the Respondent had acted unreasonably.

128. The Tribunal was not satisfied that the Respondent had acted unreasonably. She had achieved some, albeit limited, success and so it could hardly be said that it was unreasonable to resist the Applicant's application. Whilst the Respondent may well have not paid charges owed by her that in itself does not make her conduct of these proceedings unreasonable. There was nothing in her conduct either in the run-up to the hearing of during the course of it which the Tribunal considered to be unreasonable. It therefore made no order under rule 13(1).

129. The re-imbursement of fees for bringing proceedings is a different matter. There is no need to show unreasonable conduct before an order can be made under rule 13(2). The Tribunal was satisfied that an order should be made re-imbursing the Applicant the sum of £300 in respect of the fees paid and that this should be done within 28 days.

Application under s.20C

130. The Respondent applied for an order under section 20C of the 1985 Act. Mr. Yianni argued on behalf of the Applicant that the Respondent had not communicated with the landlord and had not tried to resolve the disputes between the parties by inspecting the invoices. She had simply refused to pay anything for 7 years. He contended that these proceedings were a last resort and that the manpower used to do so could have been more usefully employed with other aspects of the management of the property. He submitted that the costs of bringing the proceedings were recoverable as a service charge by virtue of paragraph 7 of the second schedule to the lease.

131. The Respondent's case was that there were already disputes when the current landlord acquired the freehold and that Mr. Yianni had not been helpful in resolving these. He was not able to answer for the previous managing agent and she was not satisfied by his answers. She said that she had always been happy to go to the Tribunal. She said that she had not taken up the offer of mediation as she considered it likely that the case would result in a hearing anyway.

132. The Applicant has been largely successful in their case. The Tribunal notes that in respect of much of the case the Respondent put forward no positive argument but simply invited the Tribunal to determine what was payable. The Respondent has not engaged with the landlord in seeking to resolve the issues between them and she refused mediation. Even if that had not been entirely successful, it may well have reduced the number of areas of contention between the parties. The Tribunal did not identify any special circumstances which might potentially justify making the order sought by the Respondent or even a partial order. The Tribunal determines that her application is refused.

Name: Tribunal Judge S.J. Walker **Date:** 29 April 2019

ANNEX - RIGHTS OF APPEAL

- The Tribunal is required to set out rights of appeal against its decisions by virtue of the rule 36 (2)(c) of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013 and these are set out below.

- If a party wishes to appeal against this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.

- The application for permission to appeal must arrive at the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.

- If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.

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

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 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).

Schedule 11, paragraph 5A

5A(1)A tenant of a dwelling in England may apply to the relevant court or Tribunal for an order reducing or extinguishing the tenant's liability to pay a particular administration charge in respect of litigation costs.

(2)The relevant court or Tribunal may make whatever order on the application it considers to be just and equitable.

(3)In this paragraph—

(a)"litigation costs" means costs incurred, or to be incurred, by the landlord in connection with proceedings of a kind mentioned in the table, and

(b)"the relevant court or Tribunal" means the court or Tribunal mentioned in the table in relation to those proceedings.