FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00BG/LSC/2020/0360 P**
HMCTS code	**:**	**P: PAPERREMOTE**
Property	**:**	**Flat 102 Arcus Apartment 39 St Clements Avenue London E3 4SL**
Applicant	**:**	**Mr Francis Caestecker**
Representative	**:**	**ODT Solicitors**
Respondent	**:**	**St Clements Site Management Limited**
Representative	**:**	**Firstport Property Services Limited (managing agent)**
Type of application	**:**	**For the determination of the liability to pay service charges under section 27A of the Landlord and Tenant Act 1985**
Tribunal	**:**	**Judge Pittaway**
Date of decision	**:**	**6 May 2021**

DECISION

Covid-19 pandemic: description of hearing

This has been a remote hearing on the papers which has been consented to by the applicant and not objected to by the respondent. The form of remote hearing was P:PAPERREMOTE. A face-to-face hearing was not held because no-one requested the same and all issues could be determined on paper.

The documents to which the tribunal were referred are in a bundle of 541 pages, which included

- The application
- The tribunal directions (as amended) (the '**directions**')
- The applicant's statement of case
- Witness statements by the applicant, L. MacAnnan and M Burns
- The respondent's statement of case
- A witness statement by S Hussain
- Invoices
- The applicant's supplemental reply

the contents of which the tribunal noted.

The tribunal decision and reasons are set out below.

Decisions of the tribunal

(1) The applicant is liable for the actual service charge demanded by the respondent to the extent that it does not exceed the estimate for that head of expenditure. Where the actual amount exceeds the estimate the applicant is only liable if the sum demanded was incurred no earlier than eighteen months before the sum was demanded.

(2) The proportion of the total service charge payable by the applicant is a fair proportion.

(3) The tribunal determines that the following sums are reasonable for the various heads of expenditure, and payable by the applicant for the service charge year 2018/2019

Item	Total Amount payable by Block A (of which the applicant is responsible for a fair proportion)
External Block costs	

Insurance	£1,190.
Electricity	£219
Window cleaning	£120
General maintenance	£143.96
Security	£215
CCTV maintenance	Nothing by agreement of the parties
Management fees	£300
Health & Safety	£113.36
Reserve	£1,000
Internal Block costs	
Communal Area Cleaning	£551.76
Lift telephone	Nothing by agreement of the parties
Fire systems maintenance	£150
Door entry systems	£174.95
Pest control	nothing
Reserve	£200

(4) The tribunal makes 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.

(5) The tribunal does not make an order for the reimbursement of the application fee.

The background

1. The property the subject of this application is describes as a two-bedroom flat in a purpose-built block of eight flats over three floors.

2. No 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 issues

3. The issues before the tribunal, as identified in the directions, are

- Whether the applicant is liable to pay, by way of service charge, for the items demanded in the service charge year 2018/2019?
- Is the proportion of the service charge attributed to the applicant reasonable?
- If the applicant is liable, are the sums demanded for the items reasonable? The value in dispute is £2,902.03.
- Whether an order should be made under section 20C of the 1985 Act and/or under paragraph 5A of the 2002 Act
- Whether an order should be made for the reimbursement of the application fees.

Evidence and submissions

Liability to pay the sums demanded

4. The applicant submits that some of the charges levied are in respect of items not covered by the service charge provisions of his lease, or that they are levied for items which do not exist at Block A or for services which have not been provided to Block A. Items charged which the applicant claims are not covered by the service charge provisions of the lease are security and the provision of a temporary door entry system linked to the lesses' mobile phones. Items charged which the applicant claims are chargeable under the terms of the lease but which do not exist are CCTV and lift telephone. The applicant claims that the Health and Safety Audit has been incorrectly apportioned to the Block A. The lease allows for a Health and Safety Audit for Block A not one for the Estate. In the service charge year 2018/2019 no estimate or demand was made for Estate costs.

5. Attached to the applicant's statement of case is an estimate of the anticipated expenditure for the year 1 July 2018 to 30 June 2019, sent to the applicant under cover of a letter from FirstPort Property Services dated 11 October 2018. On 20 June 2020 FirstPort Property Services sent the applicant a letter giving notice under section 20B(2) that they might not be making a service charge demand within 18 months of the expenditure being incurred. This included a schedule of the actual expenditure incurred in the year ended 30 June 2019. On

30 August 2020 First Port Property Services sent the applicant the audited accounts for the year ended 30 June 2019, which set out a schedule showing the actual costs expended against the estimated costs for Block A for the service charge year to 30 June 2019. These did not show any 'Estate' expenditure.

6. It is the applicant's case that the demand for the actual costs was dated 30 June 2020, which was more than 18 months after some or all of the costs were incurred. The respondent submits that the 18 month limitation period does not apply because the heads of cost had been identified in the estimated service charge demand and that the deficit was not incurred until 30 June 2019 which would have allowed the demand to be validly served up to 30 December 2020.

Proportion payable by the applicant

7. In the applicant's statement of case the property is described as situate on the first and second floors (connected by an internal staircase) in Block A (also known as Arcus Apartments) being a block on the estate known as St Clements Hospital (the '**Estate'**) which currently consists of some fifteen blocks, landscaped areas, roads, parking spaces and other amenities such as a children's play area. Major construction works are still ongoing.

   The flat has a floor space of approximately 1,160 square feet, as does one other flat in Block A. Two of the other flats have a floor space of about 610 square feet and four have a floor space of 541 square feet. The common parts in Block A comprise about 320 square feet. The applicant submits that the square footage of the property as a total proportion of the square footage of Block A is a relevant factor in determining the reasonableness of the service charge.

8. Insofar as the Block A service charge costs are concerned the applicant was charged 20.3366% of the External Schedule Allocation and 25.094% of the Internal Schedule Allocation.

9. The applicant submits that the square footage of his flat as a percentage of the total square footage of Block A should be a factor in ascertaining the reasonableness of the percentage of the service charge that he pays. He sets out a table in his statement which shows his share of the External Schedule Allocation to be 20.3366% and his share of the Internal Schedule Allocation 25.0974%.

The reasonableness of the sums demanded

10. Submissions were made as to the reasonableness of the following costs;

    - Insurance. The applicant submitted that the respondent had not provided a summary of the policy and that it might cover unnecessary risks, e.g. lift insurance. The applicant has obtained an alternative insurance quote for building and terrorism of £1,190 assuming a

rebuilding value of £1,096,000 calculated using an RICS calculator. The respondent submitted that a cost of £1927.99 was a reasonable amount.

- Electricity. The sum set out in the actual service charge demand has been reduced to £609.40 which the respondent states it considers to be reasonable. It also states that this cost was only incurred on 30 June 2019. The applicant submits that he took a meter reading on 19 August 2020 of the only meter in Block A other than the meters in the individual flats. That showed electricity consumption of 2,166 kW since June 2018. The applicant took an average annual consumption of 1,083 kW and obtained estimates from five other suppliers for that level of consumption which gave a mean average of £219.

- Window cleaning. The respondent now states that this should have been charged at £120 for 2018/19 not £240. The bundle contains an invoice from Hawkey Cleaning and Support Services dated 21 January 2019 for window cleaning. The applicant states that there was no window cleaning in 2018-2019, the communal windows being temporary and covered by scaffolding and the two witness statements of Ms MacAnnan and Ms Burns support this.

- General maintenance. The applicant states that he was only advised of the charge of £880.76 in the final accounts received on 3 August 2020, against the original estimate of £600. The applicant further states that he is not aware of any maintenance having been undertaken to Block A. The respondent now states that the charge should have been £144 for 'annual bulk clearance' charged at £143.96, as there was a small credit to be allowed.

- Security in the total sum of £24,732, of which £994.18 has been charged to Block A. The applicant states that these are costs incurred in the use of guard dogs at the Estate and that these costs were incurred more than 18 months before demanded. He submits that his lease does not provide for 'security' costs to be recovered, other than CCTV. The respondent says that these security costs relate to 'anti-social behaviour at Block A.

- CCTV. The respondent accepts the applicant's submission that there is no CCTV at Block A and this charge should not have been levied. As it is no longer in dispute there is nothing for the tribunal to determine, but it has recorded this agreement in its decision.

- Management fee. The respondent accepts the applicant's evidence that FirstPort were only appointed in February 2019. The applicant's evidence is that there were three different managers in 2018/2019 and that at the time of his witness statement he had seen no receipts in relation to management fees for the year. He also gave evidence, supported by Ms MacAnnan and Ms Burns, of poor management. The respondent submitted that management is required even in new buildings and in relation to anti-social behaviour complaints.

- Health and Safety. This charge is for a Health and Safety Risk Assessment from Quantum Compliance. The bundle contains an invoice from Quantum Compliance for £1100 dated 28 June 2019 addressed with reference to Block A. The assessment in the bundle (which relates to Quantum's visit on 19 June 2019) refers to fourteen blocks and the communal areas. The applicant submits the cost is unreasonable as there was no inspection of Block A and that a charge in respect of an assessment for the Estate is not chargeable. He provided a quote for a health and safety inspection and fire risk assessment for Block A in the sum of £275. The respondent accepted that the charge of £1100 should have been spread across all the blocks on the Estate and now proposes a charge of £113.36.

- Reserves for external block costs. It is the applicant's submission that the sum demanded, £1,265 is not reasonable because the respondent has not provided a basis for the amount demanded, such as life expectancy of items that will require replacement, frequency of expenditure and projected cost. The applicant also pointed to the NHBC warranty that covers structural issues for the next ten years. In the absence of any explanation from the respondent as to how it had calculated this sum the applicant proposed that a reasonable sum would be £1000. The respondent admitted that the 'Lifecycle Assets Plan' had not yet been completed, claiming that it considered the sum of £1,265 to be reasonable in its experience.

- Communal area cleaning. It is the applicant's submission that cleaning only commenced in service charge year 2019/20. The applicant has not challenged the amount charged, only the date from which the cleaning commenced, supported by the witness statements of Ms MacAnnan and Ms Burns. The respondent has provided invoices showing that it was invoiced £91.96 monthly to clean Block A by Hawkey Cleaning and Support Services, the first invoice provided being dated 21 January 2019.

- Lift telephone. The applicant has given evidence that there is no telephone at the Block, which is accepted by the respondent, who submits that the cost should have been charged to the door entry system.

- Fire systems maintenance. The respondent's original demand was for £900 based on an invoice dated 14 April 2019 from POSH Maintenance Limited. The respondent has now reduced the sum claimed from £900 to £450, calculated at £75 per month for six months on the basis that 'the relevant invoices pre-dated the start of the contract'. The applicant submits that the respondent has provided no evidence as to what this cost relates. The applicant states that the respondent has advised him orally that this charge relates to testing the emergency lighting. The applicant submits that in the internal parts of the Block there is only one smoke detector, one AOV and emergency lighting and that a reasonable charge would be £120, to cover two visits per year at £60 per visit. To substantiate the need for two visits a year the applicant provided terms

of service from Paragon Fire Co which recommended two to four visits a year.

- Door entry systems. The respondent has reduced the cost from £492.95 to £174.95, which it states is five months' costs for the telephone system. The applicant gave evidence that the present system is a temporary system linked to six lessee's mobile phones. He submitted that if the respondent had installed a permanent wired door entry system the cost would be cheaper.

- Pest control. The applicant submitted that no pest control had been undertaken at the Block. The respondent submitted that this was a cost for the 2019/2020 service charge.

- Contribution to internal Block Reserve. The applicant submits that given the nature of the Block this will be used for to redecorate the interior communal areas. He submits that it is odd that this sum is more that that demanded for the external Block reserve. He therefore proposes that there should be no sum set aside under this heading. The respondent states that it considers the sum demanded (£1420) reasonable in First Port's experience of similar developments.

The tribunal's decision and reasons

11. Having considered the statements of case and witness statements and the other documents contained in the bundle before it the tribunal makes the following determinations.

12. The tribunal has limited its determination to the actual service charge year for 2018/2019 as this is the subject of the application before it.

Liability to pay

13. The lease of the property is dated 29 June 2018 made between Linden Limited (1) Francis Alexander Robbert Caestecker (2) and St Clements Site Management Limited (3). The respondent is the management company (not the landlord as stated by the applicant) and under the lease is responsible for the performance of the obligations which give rise to the service charge payable by the tenant.

14. 'Service Charge' is defined as ' the monies actually expended or reserved for periodical expenditure by or on behalf of the Management Company or the Landlord at all times during the Term in carrying out the obligations specified in the Fifth Schedule.' Paragraph 6 of Section 2 of Part 2 of the Fifth Schedule contemplates the recoverty by way of Service Charge of 'All other reasonable and proper expenses (if any) incurred by the Management Company 6.1 in and about the maintenance and proper and convenient management and running of the Estate…' (the '**sweeper clause**').

15. The sweeper clause covers items not expressly referred to in Part 1 of the Fifth Schedule and the tribunal finds it can cover the provision of security and a temporary door entry system linked to the lesses' mobile phones. It can also cover a Health and Safety Audit for the Estate. The reasonableness of these costs is a separate issue for the tribunal to consider.

16. As to the applicant's submission that the actual costs were demanded more than 18 months after they were incurred and the respondent's counter- submission that the costs were only incurred on 30 June 2019;

Section 20B of the 1985 Act (Limitation of service charges: time limit on making demands) provides

(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.

17. For the respondent's submission to succeed it has to show that the actual costs were incurred no earlier than 18 months before 30 June 2020, say 30 December 2018. The service charge year in question runs from 1 July 2018. As decided in *Burr v OM Property Management Ltd* [2013] EWCA Civ 479 costs are 'incurred'on either presentation of an invoice or payment of the costs. The respondent's submission that the deficit was only incurred in June 2019 is not correct, the costs were 'incurred' on either presentation of an invoice or the payment of the costs. The tribunal has no evidence before it as to when the respondent paid the various invoices in the bundle and has therefore taken the costs to have been incurred when the invoices in question were presented.

18. As decided in *Gilje v Charlegrove Securities Ltd (no 2)* [2003] EWCA 1264 (Ch) the statutory limit does not apply to costs to the extent that the tenant contributes to them via an 'on account' service charge based upon a budget of anticipated expenditure, but the statutory limitation does apply where the actual expenditure exceeds the estimated expenditure.

19. Accordingly, the respondent may not recover any actual service charge incurred before 30 December 2018 where the actual amount exceeds the estimated amount. It may recover actual service charge incurred before that date if the actual cost is less than the estimated cost set out in the service charge estimate.

<u>Proportion of service charge payable by the applicant</u>

20. The tribunal is not clear as to what submission the applicant is making as to his proportion of the service charge. Paragraph 1.3 of the Seventh Schedule

provides for the tenant, 'To pay to the Management Company the Tenant's Proportion (including provision for future expenditure) of the Service Charge.' Paragraph 1 of the Sixth Schedule of the Lease provides that ' The Tenants Proportion shall (having regard to those Owners within the Estate that will share enjoy or otherwise benefit or be affected by the particular category in question) be such fair proportion as shall be determined by the Management Company acting reasonably of the amount attributable to the Management Company's expenses outgoings and other heads of expenditure.

21. There is no requirement on the Management Company to base the Tenant's Proprtion solely on square footage, as the applicant appears to submit. That said the sums actually demanded of him appear to approximate to a sum based on the square footage of his flat proportionate to the total square footage of Block A, and this is recognised by Ms Hussain in her witness statement where she confirms that the basis of charge is based on a square footage proportion.

22. The tribunal therefore find that the proportion of the total service charge charged to the applicant is a fair proportion.

Reasonableness of the sums charged

23. The bundle contained various invoices in either the applicant's statement of case or attached to Ms Hussain's witness statement. Unfortunately there is no explanation in Ms Hussain's witness statement about these invoices or whether there were others invoiced earlier in the service charge year. Attached to her witness statement there were also a number of invoices irrelevant to Block A, for example an irrelevant invoice relating to Block G and an irrelevant invoice for maintenance of Block E for £446,40. There were invoices from British Gas for electricity which clearly did not relate to Block A and some where it could not be ascertained whether or not they related to Block A. There were also invoices for the period outside the period of the current application, for example, a cleaning invoice dated 13 August 2019 and an invoice from urbancoms dated 8.11.19.

24. The tribunal has ignored the irrelevant invoices provided by the respondent for the purposes of reaching its determination. Where the invoice does not specify to what period in the service charge year 2018/19 it relates or the respondent has not provided details of when the total expenditure was incurred the tribunal has apportioned the total demanded across the year.

25. The applicants did not challenge the reasonableness of the expenditure on the Accounts Preparation fee and the accountancy fee charged under "S1 External Block costs'.

26. On the individual sums challenged;

27. Insurance. The respondent provided no evidence to substantiate the sum demanded by way of insurance premium was reasonable, or as to the risks

covered. The tribunal therefore finds the applicant's alternative quote to represent a reasonable sum for the insurance premium.

28. Electricity. The respondent provided no evidence as to why it considered the reduced sum of £609.40 to be reasonable. It also stated that this cost was only incurred on 30 June 2019. It is not correct that the sum was only incurred on 30 June 2019. From one of the invoices from British Gas provided by the respondent it would appear that electricity is invoiced six monthly. It is not invoiced annually on 30 June.The figure of £609.40 appears to be high when compared to the costs for the other blocks referred to by the respondent (between £362.81 and £445.98). It is also high when compared to the estimate of £150 provided in the service charge estimate. In the absence of evidence from the respondent to support its assertion that the invoices it provided relate to Block A, and given the historic mistakes it has made in misattributing electricity costs to Block A, the tribunal accept the applicant's average electricity figure of £219.

29. Window cleaning. The applicant has not challenged the reasonableness of the window cleaning cost. He has stated that it did not occur. The tribunal has to decide whose evidence it prefers as to whether window cleaning occurred. It notes that the witness statements of Ms MacAnnan and Ms Burns are in identical terms. As there was no hearing no cross-examination of any witness was possible. It further notes that the applicant, Ms MacAnnan and Ms Burns all work so that it is possible that the window cleaning occurred while they were not at the Block. The tribunal therefore prefer to accept the documentary evidence in the bundle, the invoice from Hawkey Cleaning and Support Services dated 21 January 2019 that the windows were cleaned, once at a cost of £120.

30. General maintenance. General maintenance was estimated at £600 in the service charge estimate. The respondent's present claim for £143.96 is less than that amount and therefore recoverable. This is a proportion of the sum for 'annual bulk clearance' which the tribunal find is a cost covered by the sweeper clause. The respondent's invoice for £144 has not been challenged by the applicant and the tribunal therefore find this sum to be reasonable.

31. Security. The respondent provided no evidence to substantiate its claim that these costs were in relation to anti-social behaviour at the Block A. It has included no invoices relating to such costs. The tribunal prefers the evidence of the invoices provided that these costs were incurred in provision of security dogs by Serjeant Security. The tribunal finds that this cost is recoverable from the applicant, falling within the sweeper clause. Of the invoices from Serjeant Security two appear to have been incurred more than 18 months before the sums were demanded (invoices dated 31 October 2018 and 31 December 2018). As there was no estimate for such security in the estimated service charge budget the applicant is not liable to pay any proportion of these. On the basis of the respondent's statement that there are approximately 250 plots at the Estate a proportionate part of the cost to attribute to Block A of the remaining invoice, on a plot basis, would be £430.08. The tribunal find that in the absence of evidence of the guard dogs being required by reason of anti-social behaviour

at Block A it is not reasonable to apportion these costs on a plot by plot basis. Given the sweeper clause it finds that it is reasonable to attribute some proportion of the cost to Block A. In the absence of any submissions as to how much this should be the tribunal find that a reasonable sum would be, say, half this amount, £215.

32. CCTV. The respondent accepts the applicant's submission that there is no CCTV at Block A and this charge should not have been levied. As it is no longer in dispute there is nothing for the tribunal to determine, but it has recorded this agreement in its decision.

33. Management fee. The respondent accepts the applicant's evidence that FirstPort were only appointed in February 2019. The applicant's evidence is that there were three different managers in 2018/2019 and that at the time of his witness statement he had seen no receipts in relation to management fees for the year. He also gave evidence supported by Ms MacAnnan and Ms Burns of poor management. The tribunal find that in the absence of any supporting evidence as to the sums having been incurred there should be no management charge for the period prior to February 2019. That means the managing fee can only relate to February to June 2019, which, at the claimed amount of £120 per month, amounts to a maximum possible sum of £600. That the estimated budget for the managing agents for the year (£1,440) is equivalent to £120 per month indicates that the actual sum (identical to the anticipated sum) appears to be an arbitrary sum determined without reference to the actual management undertaken by the managing agents in relation to the block. The tribunal find that a management fee of between 10-20% of the service charge, excluding the reserve and VAT, would be a reasonable charge in the absence of further justification, which has not been received, from the respondent. It provided no evidence of anti-social behaviour as it alleged. The tribunal therefore find that a management fee of £300, as proposed by the applicant to be reasonable.

34. Health and Safety report. The tribunal find that a proportionate part of an Estate-wide Health and Safety Risk Assessment is recoverable from the applicant by reason of the sweeper clause in his lease. The respondent admits that the cost of the Health and Safety Report should have been split across the blocks and refers to a credit owed to Block A of £986.64. This suggests that it now proposes to charge Block A £113.36 and the tribunal find this to be a reasonable sum to be apportioned to Block A, in light of the alternative quote for £275 obtained by the applicant.

35. Reserves for external block costs. The respondent provided no evidence to substantiate its submission that the sum demanded was reasonable. The tribunal therefore accept the applicant's counterproposed figure of £1000.

36. Communal area cleaning. No evidence of cleaning costs prior to January 2019 has been provided by the respondent. Based on the invoices from Hawkey Cleaning and Support Services the maximum cost it can therefore seek to recover is £551.76, less than the estimated sum for the service charge year. The tribunal notes the evidence from the applicant and Ms MacAnnan and Ms Burns

that no cleaning was undertaken, but this is contradicted by the invoices from Hawkey in the bundle before the tribunal. The tribunal prefers the documentary evidence of the invoices, that Hawkey attended the block to clean it. The applicant has not challenged the amount of the invoices themselves and the tribunal therefore finds this cost to be reasonable.

37. Lift telephone. It is agreed there should be no charge for a lift telephone. As this charge is no longer in dispute there is nothing for the tribunal to determine, but the tribunal has recorded this agreement in its decision.

38. Fire systems maintenance. That the respondent states that the invoice from POSH for £900 is incorrect puts doubt on the accuracy of the whole invoice. It appears to the tribunal, in the absence of any evidence as to why monthly visits are required such frequent visits are unnecessary. If the company attended quarterly, a frequency of charge alluded to in the report obtained by the applicant, the allowable charge for 2018/19 would be £150, and the tribunal find this level of charge reasonable.

39. Door entry systems. The respondent's reduced claim is of £174.95, for five months' costs for the telephone system, equates to an average of £34.99 per month and does not correlate with the invoices provided for the period in question. The tribunal accepts that a permanent system might be more cost effective but finds that the cost now proposed by the respondent to be charged for this service is not unreasonable. It would encourage the respondent to consider a more cost efficient system, as a temporary system will not remain a reasonable cost in the long term.

40. Pest control. There was no estimate for pest control in the service charge estimate and no invoice provided to clarify when this cost was incurred. The tribunal therefore finds it irrecoverable in service charge year 2018/19.

41. Contribution to Internal Block Reserve. The respondent has given no evidence to substantiate its claim that £1,420 for this reserve is reasonable. The tribunal notes that its assertion that the figure is reasonable relates to the 'development' without distinguishing between the different types of building. The tribunal also notes that the respondent's 'Lifecycle Assets Plan' has not yet been completed. The tribunal accept that some figure should be paid into this reserve. In the absence of any evidence as to what would be a reasonable amount, and pending the respondent finalising its 'Lifecycle Assets Plan' the tribunal determine that a nominal sum is reasonable, say £200.

Application under s.20C

42. In the application form the applicant applied for an order under section 20C of the 1985 Act. Taking into account the determinations above, the tribunal determines that it is just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act, so that the respondent may not pass

any of its costs incurred in connection with the proceedings before the tribunal through the service charge.

Refund of application fee

43. No submissions having been made as whether or not this fee should be refunded the tribunal makes no order in this regard.

Name: Judge Pittaway **Date:** 6 May 2021

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal 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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).