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

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| **Case Reference** | **:** | **CHI/00HB/LSC/2021/0042**<br>**V:CVPREMOTE** |
| **Property** | **:** | **Ground Floor Flat 15 Miles Road Clifton Bristol BS8 2JW** |
| **Applicant** | **:** | **Malvindra Singh** |
| **Representative** | **:** | **In person** |
| **Respondent** | **:** | **15 Miles Road Ltd** |
| **Representative** | **:** | **Ms B Pearce of Counsel** |
| **Type of Application** | **:** | **S27A and s20C Landlord and Tenant Act 1985** |
| **Tribunal Members** | **:** | **Judge F J Silverman MA LLM**<br>**Mr N Robinson FRICS**<br>**Ms P Gravell MCEIH** |
| **Date and venue of Hearing** | **:** | **Remote CVP hearing**<br>**24 January 2022** |
| **Date of Decision** | **:** | **01 February 2022** |

**DECISION AND ORDER**

**1 The Tribunal determines that subject to compliance in all cases with sections 20B and s47 Landlord and Tenant Act 1985 the amounts demanded for service charge (including insurance premiums) for the accounting years 2015 -2021 and including the estimate for 2022 are reasonable and are payable in full by the Applicant in the proportion in which he is required by the terms of his lease to contribute to these sums.**

**2 The Tribunal determines that the notice served by the Respondent in January 2021 relating to major works was valid both as to service and observation of statutory time limits.**

**3 The Tribunal declines to make an order under s20C Landlord and Tenant Act 1985 in favour of the Applicant.**

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**This has been a remote video hearing which has been consented to by the parties. The form of remote hearing was V:CVPREMOTE. A face to face hearing was not held because it was not practicable and all issues could be determined in a remote hearing. The document which the Tribunal was referred to are contained in electronic bundles comprising approximately 1000 pages the contents of which are referred to below. The orders made in these proceedings are described above.**

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**REASONS**

1 The Applicant is the tenant and a long leaseholder of the ground floor flat at 15 Miles Road Clifton Bristol BS8 2JW (the property) of which the Respondent is the landlord and reversioner.

2 On 20 April 2021 he filed an application under s27A and s20C Landlord and Tenant Act 1985 relating to service charges for the period 2004 onwards which he alleged were incorrectly levied on him by the Respondent freeholder.

3 Directions were issued by the Tribunal on 19 May 2021, 25 June 2021, 06 October 2021, 08 November 2021, 23 November 2021, 18 December 2021 and 29 December 2021. The Directions restricted the Tribunal's enquiries to the years 2015-16 onwards.

4 The Tribunal received and read over 1000 pages of electronic documentation, including the parties' respective statements of case, which are referred to below. Additional documents which were only sent

to the Tribunal by the Applicant on the morning of the hearing were not considered during the hearing.

5 The hearing took place by way of a remote video (CVP) link to which the parties had previously consented. The Applicant represented himself and the Respondent was represented by Ms B Pearce of Counsel. The Applicant gave evidence on his own behalf and Mr M Hill, a Director of the Respondent company gave evidence on their behalf.

6 In accordance with current Practice Directions relating to Covid 19 the proceedings were recorded and the Tribunal did not make a physical inspection of the property but were able to obtain an overview of its exterior and location via GPS software.

7 The Tribunal understands that the property, a large Victorian semi-detached house, comprises four self-contained flats and that each flat leaseholder is a shareholder in the freehold company. Until recently all four shareholders were also directors of the freehold company. The Applicant is currently in dispute with his fellow shareholders and was removed from his position as a director in August 2020.

8 The Applicant does not dispute his liability to pay one quarter of the total service charges applicable to the property by virtue of Clause 2(a) and the third schedule of the lease but he does dispute the amounts claimed by the Respondent.

9 Until recently an agreement had been in place whereby the tenants each paid a fixed monthly amount on account of service charges. This agreement did not extend to charges for major works which were accounted for separately. Until 2019 Applicant had paid his monthly account regularly and without complaint. Since then he has made no contributions at all to the service charges. As a Director of the company the Applicant would have had considerable input into the decisions relation to service charges, and the Tribunal notes he made no complaint about them while he was a Director. He must at that time have considered the charges to be reasonable and have consented to them.

10 In his application (page 12) the Applicant asked the Tribunal to resolve the following issues:

*"1.The recent Section 20 process whether awarding of contracts before the expiry of the process and not taking account of the observations made especially whether the works could be done in two stages, and whether it is reasonable to pay 13 thousand pounds without discussing affordability.*

*2.That it is unreasonable to pay for these Charge's (sic) as the consultation was not fairly carried out and therefore my liability to pay should be limited to £250.*

*3.No consultation before awarding a contract to an agent to serve section 20 notices and oversee works under a qualifying long-term agreement the applicant's liability to pay should be limited to £250.*

*4.The amount payable from 2004 2021 and in the absence of sight of original Invoice's receipt bank statements the Tribunal to make determination on the amount of my liability to pay for this period.*

*5.Refund of all monies paid into the company by the applicant since 2004 when no Valid Service charge Demand was served.*

*6. Tribunal to decide under the circumstances that all dealings of the company including any expenditure minutes of meetings invoices receipts to be made available to the leaseholder as they happen so as it does not put the applicant to any disadvantage or favour over others, effectively everything should be disclosed which relates to the company.*

*7. The Top Floor flat is 15 Miles Road Limited Registered offices c/o Holly Okell the Tribunal should decide is this a valid address of the company."*

11 In relation to the issues outlined in the previous paragraph, items 1,2 and 4 are dealt with below. S20 Landlord and Tenant Act 1985 does not apply to item 3 which the Tribunal is not therefore required to deal with. Items 5 and 6 are not within the Tribunal's current jurisdiction and thus are not dealt with in this decision. Any relevant disclosure issues (under item 6) could and should have been dealt with at the disclosure stage of these proceedings. Item 7 is a company law matter outside the Tribunal's jurisdiction and appears to be a misunderstanding of the relevant law by the Applicant. The Respondent company must have a registered address within the jurisdiction and the evidence before the Tribunal demonstrates that it complied with this provision at all relevant times.

12 The issues surrounding the s20 notices (items 1 and 2) start with the preparation in 2016 of a ten year plan for the property prepared by Easton Beavens (page 604) who were at that time acting as managing agent for the Respondent. Their retainer was later terminated and the Respondent took on the management of the property itself, engaging professional assistance on an ad hoc basis. Hillcrest Estate Management were then engaged to prepare and serve the relevant s20 notice(s) in relation to major works. The Respondent accepts that the works specified in the notice under discussion deviated from Eaton Beavens original suggestions which were guidelines rather than a compulsory prescriptive plan. The actual scope of the proposed works was narrowed and ultimately on 03 March 2021 a contract was awarded to the contractor who had submitted the lowest tender. To date the works have not started because the Applicant has failed to pay his contribution (£12,110.92) as a result of which the Respondent has insufficient funds to authorise the works to commence.

13 In respect of s 20, the Applicant's first complaint is that that the contract was issued before the consultation period expired. The notice was issued on 29 January 2021. The statutory consultation period of 30 days would have expired on March 01 or 02 (depending on how many days were credited to allow for service) but the Respondent expressly stated an expiry date of 03 March 2021 ie more than the minimum 30 days. Four estimates for the proposed works had been received (page 747) and the contract was awarded to the lowest tender on 03 March 2021. There can be no argument that this was invalid. This part of the Applicant's argument fails. He also queried the affordability of the works and wanted them to be carried out in phases. No strong argument was put forward on either of these issues and

as the works had been known about for some years they should not have come as a surprise to the Applicant.

14 The Applicant further argued the invalidity of the 03 March 2021 contract on the grounds that he had not received any response to his observations. The provisions of the Act allow tenants a period during which they may make observations on the proposals and requires the landlord (Respondent) to consider those observations but does not oblige the landlord either to follow those observations or to provide any response to the person who made them.

15 The Respondent did in fact provide a response to the Applicant's objections on 4 May 2021 (page 759). The Applicant's argument on this point is misconceived and cannot succeed.

16 In relation to s20 the Applicant also challenged insurance premiums the cost of which exceeds £250 per annum. He appeared to be unaware that s20 does not apply to insurance where , as in the present case the duration of the contract does not last for more than one year. He has not produced any evidence to the Tribunal to show that the amounts charged are not competitive or the cover obtained not suitable and in those circumstances the Tribunal has little option but to approve the cost which is therefore payable in full by the Applicant in the proportion in which he contributes to the service charge.

17 The Applicant has challenged a number of discrete invoices on the grounds that they were addressed to a person or company other than the Respondent. It is entirely correct to say that a tenant is only liable to pay for items which fall within the service charge provisions of the lease so that for example, the cost of a repair to a leaking tap in one flat would normally be the responsibility of the owner of that flat and not a cost to be shared by all leaseholders. None of the invoices challenged (see page 632) in this case would fall within the example cited above. The majority of the challenged invoices are addressed either to one of the directors of the Respondent who it is assumed would have contacted the supplier to arrange for the work to be done or to the managing agent who was contracted by the Respondent to act as agent on its behalf. There is no evidence that any of these invoices related to works other than genuine service charge items. The majority of these invoices also were issued during a time when the Applicant was still a director of the Respondent company and could have challenged them at that stage if he had concerns about them. The Tribunal dismisses this argument as specious.

18 In relation to charges up to and including 2018 the Respondent argues that the Applicant, who was at that time both a tenant and a director of the Respondent company, is estopped from challenging either the reasonableness or validity of the service charges by s27A(4)(a) because the Applicant had in effect agreed to those charges. Evidence of his agreement is demonstrated by the fact that he had been a director at that time, and therefore was party to the decisions which set and approved the service charges and had, for example, seen and signed off the board minutes as agreed (see pages 798 and 896). He had also at that time regularly and consistently paid his monthly contribution towards the service charge. Further, in litigation between the parties in 2018 where this issue could have been raised, he failed to do so. He is therefore deemed to have agreed the very charges which he now purports to challenge and is thus estopped by agreement from challenging them this stage.

19 The Applicant asserted that 2018-9 service charges should not be considered by the Tribunal at all because they had already been the subject of a previous county court action in which the Applicant had successfully challenged their validity owing to a failure by the Respondent to comply with s47 Landlord and Tenant Act 1985. It is understood that this is the only ground on which the Applicant's case succeeded. Defects under this section can be rectified by the later service of a correct demand which the Respondent asserts they have now done. This will have revived the demands and allows amounts demanded under to be retrospectively recovered. Since reasonableness was not challenged in relation to these items they do fall within the scope of those now payable by the Applicant. The so called 18 month rule (under s20B) has no application here since the Applicant had previously been informed of the charges within the relevant period.

20 Very few individual invoices were actually challenged by the Applicant . Most will have been covered by other issues under discission (eg s20, s47). The Riverside invoice (page 988) was challenged by the Applicant as being over the £250 limit but the Tribunal accepts the Respondent's explanation that the invoice in fact related to three separate pieces of work none of which individually exceeded the statutory limit. The Applicant's argument that Easton Bevan's invoice (page 983) was overcharged was unsubstantiated by evidence from the Applicant and the Tribunal holds this amount to be reasonable.

21 The Respondent accepts that in respect of the periods January 2015 - March 2015 , 2017 and 2018 there had been a non-compliance with both s21B and s47 Landlord and Tenant Act 1985 but argued that these defects could be rectified which would revive the demands. The Tribunal agrees with this analysis. Subject to compliance with the relevant sections these charges are recoverable from the Applicant.

22 The challenged Junkaway charge in 2020 relates to an alleged breach of covenant and is not a service charge matter within the Tribunal's current jurisdiction.

23 In relation to the year 2021 the Applicant challenged a range of items (page 642) without giving any details of his reasons. No alternate quotations have been supplied and having reviewed these items the Tribunal finds all of them to be chargeable within the service charge provisions of the lease and of reasonable amount. They are therefore payable in full.

24 Similarly, the Tribunal can find no issues with the proposed estimate for service charges (excluding major works) for April 2021/March 2022 which is therefore approved by the Tribunal. These sums are only estimates of potential charges and the Applicant will have an opportunity to review them when the accounts for the end of the period are produced.

25 The Applicant asked the Tribunal to make an order under s20C Landlord and Tenant Act 1985 restricting the Respondent from recovering litigation costs through the service charge. Having considered representations from both parties the Tribunal determines that it will not make such an order because the Applicant has brought very little evidence to support any of his contentions,

some of which were clearly outside the jurisdiction of the Tribunal and the totality of his claim has been unsuccessful, whereas the Respondent has been obliged to spend time and money in defending his allegations.

26 **The Law**

**Landlord and Tenant Act 1985 (as amended)**

**Section 18**

(1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent -
  (a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and
  (b) the whole or part of which varies or may vary according to the relevant costs.

(2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.

(3) For this purpose -
  (a) "costs" includes overheads, and
  (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

**Section 19**

(1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period -
  (a) only to the extent that they are reasonably incurred, and
  (b) where they are incurred on the provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;
  and the amount payable shall be limited accordingly.

(2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

**Section 27A**

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

(b) the person to whom it is payable,
(c) the amount which is payable,
(d) the date at or by which it is payable, and
(e) the manner in which it is payable.

(2) Subsection (1) applies whether or not any payment has been made.

(3) An application may also be made to the appropriate tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to -
(a) the person by whom it would be payable,
(b) the person to whom it would be payable,
(c) the amount which would be payable,
(d) the date at or by which it would be payable, and
(e) the manner in which it would be payable.

(4) No application under subsection (1) or (3) may be made in respect of a matter which -
(a) has been agreed or admitted by the tenant,
(b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
(c) has been the subject of determination by a court, or
(d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.

(5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

**Section 20**

(1) Where this section applies to any qualifying works or qualifying long term agreement, the relevant contributions of tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have been either—
(a) complied with in relation to the works or agreement, or
(b) dispensed with in relation to the works or agreement by (or on appeal from) the appropriate tribunal .

(2) In this section "relevant contribution", in relation to a tenant and any works or agreement, is the amount which he may be required under the terms of his lease to contribute (by the payment of service charges) to relevant costs incurred on carrying out the works or under the agreement.

(3) This section applies to qualifying works if relevant costs incurred on carrying out the works exceed an appropriate amount.

(4) The Secretary of State may by regulations provide that this section applies to a qualifying long term agreement—
   (a) if relevant costs incurred under the agreement exceed an appropriate amount, or
   (b) if relevant costs incurred under the agreement during a period prescribed by the regulations exceed an appropriate amount.

(5) An appropriate amount is an amount set by regulations made by the Secretary of State; and the regulations may make provision for either or both of the following to be an appropriate amount—
   (a) an amount prescribed by, or determined in accordance with, the regulations, and
   (b) an amount which results in the relevant contribution of any one or more tenants being an amount prescribed by, or determined in accordance with, the regulations.

(6) Where an appropriate amount is set by virtue of paragraph (a) of subsection (5), the amount of the relevant costs incurred on carrying out the works or under the agreement which may be taken into account in determining the relevant contributions of tenants is limited to the appropriate amount.

(7) Where an appropriate amount is set by virtue of paragraph (b) of that subsection, the amount of the relevant contribution of the tenant, or each of the tenants, whose relevant contribution would otherwise exceed the amount prescribed by, or determined in accordance with, the regulations is limited to the amount so prescribed or determined.]

**Section 20B**

(1) If any of the relevant costs taken into account in determining the amount of any service charge were incurred more than 18 months before a demand for payment of the service charge is served on the tenant, then (subject to subsection (2)), the tenant shall not be liable to pay so much of the service charge as reflects the costs so incurred.

(2) Subsection (1) shall not apply if, within the period of 18 months beginning with the date when the relevant costs in question were incurred, the tenant was notified in writing that those costs had been incurred and that he would subsequently be required under the terms of his lease to contribute to them by the payment of a service charge.

**Section 20C**

(1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a court, residential property tribunal or the Upper Tribunal, or in connection with arbitration proceedings, are

not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.

(2) The application shall be made—
  (a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to a county court;
  (aa) in the case of proceedings before a residential property tribunal, to that tribunal;
  (b) in the case of proceedings before a residential property tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any residential property tribunal;
  (c) in the case of proceedings before the Upper Tribunal, to the tribunal;
  (d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to a county court.

(3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

**Commonhold and Leasehold Reform Act 2002**

**Schedule 11, paragraph 1**

(1) In this Part of this Schedule "administration charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable, directly or indirectly—
  (a) for or in connection with the grant of approvals under his lease, or applications for such approvals,
  (b) for or in connection with the provision of information or documents by or on behalf of the landlord or a person who is party to his lease otherwise than as landlord or tenant,
  (c) in respect of a failure by the tenant to make a payment by the due date to the landlord or a person who is party to his lease otherwise than as landlord or tenant, or
  (d) in connection with a breach (or alleged breach) of a covenant or condition in his lease.

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

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

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

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

**Schedule 11, paragraph 2**

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

**Schedule 11, paragraph 5**

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

(2) Sub-paragraph (1) applies whether or not any payment has been made.

(3) The jurisdiction conferred on the appropriate tribunal in respect of any matter by virtue of sub-paragraph (1) is in addition to any jurisdiction of a court in respect of the matter.

(4) No application under sub-paragraph (1) may be made in respect of a matter which—
(a) has been agreed or admitted by the tenant,
(b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
(c) has been the subject of determination by a court, or
(d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.

(5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

(6) An agreement by the tenant of a dwelling (other than a post-dispute arbitration agreement) is void in so far as it purports to provide for a determination—
(a) in a particular manner, or
(b) on particular evidence,
of any question which may be the subject matter of an application under sub-paragraph (1).

**Section 47 Landlord and Tenant Act 1987**

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

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

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

(2)Where—

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

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

then (subject to subsection (3)) any part of the amount demanded which consists of a service charge [F1or an administration charge] ("the relevant amount") shall be treated for all purposes as not being due from the tenant to the landlord at any time before that information is furnished by the landlord by notice given to the tenant.

(3)The relevant amount shall not be so treated in relation to any time when, by virtue of an order of any court [F2or tribunal], there is in force an appointment of a receiver or manager whose functions include the receiving of service charges [F3or (as the case may be) administration charges] from the tenant.

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

Withholding of service charges Landlord and Tenant Act 1985 s21

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

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

(i)at the time at which, or

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

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

(b)the form or content of information or a report which the landlord has provided him with by virtue of that section (at any time) does not conform exactly or substantially with the requirements prescribed by regulations under that section.

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

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

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

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

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

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

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

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

**21B Notice to accompany demands for service charges**

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

(2)The Secretary of State may make regulations prescribing requirements as to the form and content of such summaries of rights and obligations.

(3)A tenant may withhold payment of a service charge which has been demanded from him if subsection (1) is not complied with in relation to the demand.

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

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

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

**S22 Landlord and Tenant Act 1985**

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

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

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

(b)for taking copies or extracts from them.

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

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

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

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

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

(5)The landlord shall—

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

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

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

Judge F J Silverman as Chairman
**Date 01 February 2022**

Note:

**RIGHTS OF APPEAL**

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rpsouthern@justice.gov.uk.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28 day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then decide

whether to extend time or not to allow the application for permission to appeal to proceed.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.