FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AW/LSC/2022/0129**
Property	**:**	**Flat 2B George House, 61 Kensington Church Street, London W8 4BA**
Applicant	**:**	**Bristol Properties Limited**
Representative	**:**	**Syed Ali Naqvi, Property Manager Universal Property Management Ltd**
Respondent	**:**	**Fiona Margaret Milligan**
Representative	**:**	**Gillian Pickering**
Type of application	**:**	**For the determination of the liability to pay service charges under section 27A of the Landlord and Tenant Act 1985**
Tribunal members	**:**	**Judge D Brandler** **Mr S Mason FRICS**
Venue	**:**	**10 Alfred Place, London WC1E 7LR**
Date of hearing	**:**	**1st December 2022**
Date of decision	**:**	**9th December 2022**

DECISION

This has been a face-to-face hearing. The documents that we were referred to are in several bundles. The Applicant provided a bundle of [A/129] pages, the Respondent provided a bundle of [R/352] pages, with an additional witness statement bundle of [R2/126] pages and a report from Mark Tighe of Kent Eco Homes dated 16/11/2022 in a bundle of [KEH/50] pages. The contents of which we have noted. The order made is described at the end of these reasons.

Decisions of the Tribunal

(1) The Tribunal determines that the sum of £1,198.18 is payable by the Respondent in respect of the service charges for the year 2020 in relation to the s.20 major works

(2) The tribunal makes the determinations as set out under the various headings in this Decision

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 s.20 works charged under the service charge year 2020 .

The background

2. Flat 2b George House, 61 Kensington Church Street, London W8 4BA ("the flat") is on the 2nd floor of a circa 1960's block. There are 7 leasehold residential properties in George House ("the block"). The ground and 1st floor are occupied by Sainsbury's further to major works to accommodate them in or around 2015. The flat contains a kitchen/living room, a bedroom and bathroom. It is the kitchen/living room that is the subject of concerns regarding water penetration and mould and has three external facing cavity walls. The flat is on the northern end of the block. The Respondent asserts that since the works to accommodate the supermarket on the ground floor, there have been severe damp and mould problems in the flat. She asserts that several unsuccessful attempts have been made by the Applicant to resolve those issues and therefore she is not responsible for the 2020 service charges demanded from her in this regard. No challenge has been made by the Respondent in relation to the service charges relating to previous works.

3. The Applicant seeks a determination from the Tribunal in relation to the 2020 service charges relating to the s.20 works, which remain unpaid by the Respondent.

4. 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.

5. The Respondent holds a long lease of the property which requires the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge. The specific provisions of the lease will be referred to below, where appropriate.

The hearing

6. The Applicant was represented by Syed Ali Naqvi of Universal Property Management Ltd, the Applicant landlord's managing agents. He was accompanied by Mr T Mir to support him. Mr Mir is apparently a lease expert working for an unrelated company.

7. The Respondent did not appear. She was represented by Gillian Pickering who provided an email authority from the Respondent under Rule 14 of the *Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013* ("the procedure rules"). Ms Pickering was accompanied by Dr and Mrs Milligan who are the Respondent's parents. They have lived in the flat since the Respondent purchased it in 2011. The Respondent lives elsewhere. Mr Mark Tighe of Kent Eco Homes was also present at the hearing. He is the builder who carried out the most recent works at the property and is the author of the report explaining the issues found by him during the course of those works. That report was produced as expert evidence at the request of the Tribunal on 29/09/2022.

Preliminary issues

8. At a face-to-face case management hearing on 29/09/2022 at which Ms Pickering and Mr Naqvi were present, the Tribunal ordered that each party produce expert evidence in relation to the cause of the damp and whether the work undertaken has been completed to a reasonable standard. The expert reports were ordered to comply with rule 19 and were to be exchanged by 16/11/2022. The Applicant did not provide an expert report. The Respondent provided the report of Mark Tighe of Kent Eco Homes.

9. The issue of the Applicant's failure to comply with this direction was raised as a preliminary issue. Mr Naqvi stated that he had already provided an expert report in the bundle of evidence provided in the form of surveyor's reports and that everything had been included in his bundle of evidence. The reports he relies on are the report of Mr Kelly dated 13/05/2016 [A/2] and the schedule of works from Stuart Scotland further to an inspection on 13/03/2020 [A/21], neither of which are up to date or comply with the recent Tribunal direction. Mr Naqvi could not explain why during the course of the case management hearing on 29/09/2022 he had not raised this with the Tribunal or told them that he had no intention of providing a further report, nor why he had subsequently not asked the Tribunal to vary the order to reflect his position. At the hearing he was vague in relation to his failure to comply

other than to say he had never been to Tribunal before and would learn from his mistakes. That does not assist the Tribunal in relation to the subject application.

10. A further issue at the start of the hearing was to determine the identity of the freehold owner of the block. In the Applicant's application, Bristol Properties Ltd were named as such, but in oral evidence Mr Naqvi initially stated that the freeholder owners were Keystone Holdings Ltd and that they had merely changed their name to Bristol Properties Ltd. There being no documentary evidence in the Applicant's bundle to clarify the issue, the hearing was adjourned for a short period to allow Mr Naqvi to obtain the Land Registry evidence of the correct party to the proceedings. This was produced and it confirmed that Bristol Properties Ltd had become the freehold owners of the block on 27/09/2018.

The issues

11. At the start of the hearing the parties identified the relevant issues for determination as follows:

    (i) The payability and/or reasonableness of service charges for 2020 relating to s. 20 works.

12. Having heard evidence and submissions from the parties and considered all of the documents provided, the tribunal has made determinations on the various issues as follows.

The evidence

13. Mr Naqvi provided brief history of the block referring briefly to the Respondent's assertion that the works to the commercial unit on the ground floor had created a ceiling collapse in the flat as well as damp and mould. Mr Naqvi explained that further to these complaints they had appointed a surveyor to inspect the flat and the findings were that there was no movement in the block, and that the problems relate to condensation. He referred the Tribunal to the Paul Kelly MRICS letter/report dated 13/05/2016 [A/2] the recommendation by Mr Kelly was that "*in our opinion the reported water penetration issue found in the kitchen/living room is most likely due to a condensation issue….There are a number of external, minor repair issues that should be attended to as a matter of good maintenance. Any one of these may allow a small amount of water to penetrate the building fabric in the vicinity of the concern and by repairing them they can be discounted as contributing to water ingress*" [A/5].

14. Although the report is not produced on headed paper, Mr Naqvi told the Tribunal that the report was produced by Metcalf Briggs and explained the lack of heading due to being sent by email.

15. Mr Naqvi seems to argue that the problems in the flat in part are the responsibility of the Respondent because of her obligation under clause 3(3) of the lease, and for that reason she is responsible for the internal works carried out under the s.20 major works:-

"3. THE Lessee HEREBY COVENANTS with the Lessor that the Lessee will throughout the said term:-

(1)…

(2)…

(3) Repair maintain renew uphold and keep the demised premises and (subject to Clause 10 (1) hereof) including all windows window frames glass and doors …." [A/53]

16. Mr Naqvi then referred the Tribunal to a report dated 27/09/2017 [A/6] produced by Eco Builders (not to be confused with Kent Eco Homes who carried out the most recent works and have no connection to Eco Builders). The full report was not provided. The Tribunal had access only to the first page setting out Eco Builder's report that all UPVC windows to the rear and front of the block from 1st to 3rd floors required full re-sealing. The other issues requiring remedial works in the block that required attention included problems with the rear right back wooden windows, a cracked metal spiral staircase, and plastic downpipe broken clips, visible leak stains along with vegetation in top hopper [A/6].

17. A further schedule of works from Eco Builders dated 12/12/2017 amount to £27,888 plus VAT [A/89] headed up "*2nd Retention*" was referred to by Mr Naqvi to demonstrate the extent of works carried out at that time.

18. Mr Naqvi reported that those works had been carried out, and that there had been no further problem with damp in the flat until 2019 when he asked Eco Builders to return. He said that he tried to persuade them to return to remedy the works under the previous contract, but they had asked for a further £2,466 plus VAT [A/87]. Mr Naqvi was asked about the standard of Eco Builders' work. He said that he had challenged them on this point and communicated with the leaseholders. He was asked why he didn't ask them to return without charge and his response was that if he wouldn't pay, they would not come back and he felt that he therefore had no option but to pay them. However, Eco Builders did not return to carry out remedial works because they went into liquidation around the time of the first Covid lockdown. There had apparently been some delay by them since Mr Naqvi's request in July 2019 for them to return.

19. The Tribunal were then referred to Mr Naqvi's s.20 consultation [A/76]. In that document it states that the Applicant accepted the quotation from Kent Eco Homes and the price stated there was said to include:

(a) Damp works to windows of flats 2b and 3b in the sum of £9,453.60 plus vat, to include admin and car park fees
(b) The surveyor's costs to survey and oversee the works £1,250.00 plus vat
(c) UPM Management fee of 10% of the quotation at £1,070.36 plus vat

20. The quotation from Kent Eco Homes was not included in the Applicant's bundle, but this was provided during the course of the hearing and it confirmed the breakdown of £9,453.60 included external works to be carried out in the sum of £5,672.16 plus VAT which would be subject to the service charges apportioned to all the leaseholders; and included internal works to the flat of £3,781.48 plus VAT for which the Respondent had sole responsibility. It is unclear whether the Respondent was made aware of her responsibility. As she was not present at the hearing, and had not prepared a witness statement, it was not possible to clarify this point.

21. The other quotations obtained by Mr Naqvi in contemplation of the s.20 consultation were not produced in evidence. Orally, Mr Naqvi confirmed the other quotations obtained were one in the sum of £1,975 plus VAT from PJR Creative Building, and one in the sum of £7,019 plus VAT from Erlis Property Services Ltd. He was asked why he had chosen the much higher quotation from Kent Eco Homes. Mr Naqvi replied that Kent Eco Homes were the contractors recommended by Ms Pickering on behalf of the Respondent, who would not accept any other contractor and that he wanted "*peace*" and that if he didn't do the job, he didn't know what would happen to him. He alleged that Ms Pickering obtained a percentage of the quotation amount for the introduction. In oral evidence Ms Pickering denied this, stating that although she is a project manager and had been involved in finding a reputable builder for the project, she was able to source Kent Eco Homes from a small pool of builders with whom she works. Her evidence was that she took no fee for this work.

22. Mr Naqvi's reasoning for accepting the highest quotation was that he felt pressured by the Respondent's parents, and although the other leaseholders in the block may have been unhappy with the highest quotation and therefore increased service charges to them, he said that the Respondent's parents had persuaded the other residents in the block on this issue. Mr Naqvi appeared to be of the opinion that he had no alternative but to instruct that contractor that the Respondent/her parents wanted. He was questioned on this point because it seemed to the Tribunal at odds with the requirement for the managing agent to consider his responsibilities to the landlord, or to make a balanced

decision in instructing the correct contractor. None of this formed part of his documentary evidence. There seemed to be no assessment between the quotations, and there was no stage three of the s.20 consultation to explain the reasoning. There was also no criticism by the Applicant or the Respondent about the quality of work carried out by Kent Eco Homes.

23. Mr Naqvi did complain that when Kent Eco Homes carried out an inspection, once the scaffolding had been erected, that they had found more extensive problems than had been included in the schedule of works prepared by Mr Scotland. Mr Tighe wanted to extend the scaffolding up to the 3rd floor because they could see that there was a problem caused from Flat 3b which was affecting flat 2b. Mr Naqvi opposed the extra cost quoted by Kent Eco Homes of £4,980 plus VAT. When they met onsite to discuss this issue, Mr Tighe offered to carry out the additional works for an additional £750. An agreement upon which they shook hands. However, immediately after this gentlemen's agreement, Ms Pickering intervened stating that £750 was insufficient and demanded a payment of £2,490 plus VAT for the additional works. Mr Naqvi stated that he felt blackmailed into this, and could see no other solution but to agree.

24. Mr Naqvi was asked about signing off the works carried out by Kent Eco Homes. He referred the Tribunal to the letter from Stuart Scotland MRICS [A/14] of 28/07/2021 which is not on headed paper and is not signed, but does confirm that "*Works were satisfactorily completed by Kent Eco Homes and following our inspection were signed off by me so final payment can be made by Universal Property Management*". Ms Pickering states that Mr Scotland did not attend the property, and challenges the sign off, but conversely does not suggest that the works are unsatisfactory.

25. Mr Naqvi was asked about the demand for payment from the Respondent in relation to the s.20 works in the sum of £5,439.18 [A/78-79]. That demand shows that the Respondent paid the sum of £775.68 which is the half yearly service charge. The demand dated 3/11/2020 incorrectly names the previous freehold owner, Keystone Holdings Limited who ceased to hold the freehold ownership on 27/09/2020. This is in breach of s. 47 of the Landlord and Tenant Act 1987 and as such is not payable until this error has been remedied by the freehold owner.

26. Mr Naqvi was also asked about the apportionment of service charges. He was initially unsure about this, but the lease confirms that the Respondent is responsible for 7%. The Respondent does not dispute that figure.

27. In 2011 the Respondent acquired the leasehold interest in the lease dated 01/04/1972 for a period of 70 years [A/50]. On 30/06/2014 the term of the lease was extended [R/346].

28. In her presentation on behalf of the Respondent, Ms Pickering argues that the landlord has not maintained the building contrary to the terms of the lease. However, the only issue before the Tribunal is to determine the s.20 works in 2020 and the evidence provided by the Applicant in the form of schedule of works since 2017 indicates that the landlord has carried out works to the block.

29. Ms Pickering also sought to argue that the damp was caused by the works to accommodate Sainsbury's but provided no evidence to support that assertion. She confirmed that the previous service charges years had not been challenged by the Respondent.

30. The Tribunal then heard from Mr Tighe from Kent Eco Homes further to his written report dated 16/11/2022 prepared at the request of the Tribunal. None of his written or oral evidence was challenged by Mr Naqvi.

31. Mr Tighe confirmed in oral evidence that his initial quotation had accurately reflected the schedule of works prepared by Stuart Scotland. However, once scaffolding had been erected and he carried out an inspection, it became evident immediately that the works specified by Mr Scotland would not resolve the severe damp problems in the flat. Specifically, Mr Scotland's specification to "*sand down*". Mr Tighe was extremely concerned about the conditions he found which included "*lack of sealant between the uPVC strip on the uPVC window and the adjoining masonry wall, a negligible run of silicone between the same strip and the uPVC window frame, no frame sealant between the uPVC window and the fabric of the building surround… no sealant between the beading and the glass, no sealant between the beading and the window frame, no sealant around the glass pane beneath the beading (which holds the glass in place), the timber architrave/reveal abutting the beading was utterly rotten, when lifted out it revealed the window frame behind had also rotted"* [KEH/3]

32. Photographs in his report demonstrate "*extensive rot due to the long term incursion of rainwater around the frame*" [KEH/40*],"sustained rainwater ingress had caused the complete disintegration of the entire cill beneath the lower wooden window; this area was sodden, permanently*" [KEH/41]; *shards of wood were all that remained of the original 10cm x 10cm wooden cill, 3.1 m in length*" [KEH/42]; "*view of the parapet above Flat 3B windows illustrates the protruding weathering strip over the uPVC frame, which was retaining rainwater and allowing it to be drawn into the fabric of the building; note also the visible deterioration in the rendering above the window, indicative of rain water ingress*" [KEH/43].

33. The report confirms that the pre-insulated foil-backed plasterboard to the external wall had trapped dampness on the surface of the internal concrete wall [KEH/44,45]. That rainwater "*entering at a high level had*

been trapped between the pre-insulated foil-backed plasterboard wall and the inner concrete wall; it travelled the full extent of the wall to the floor" [KEH/47]

34. The report further confirms that it "*was obvious that rainwater had been entering the building from above – through the rotted lower wooden windows of Flat 3B – and then running down the inner concrete wall over a prolonged period of time. The dark areas just below the ceiling are slime*" [KEH/46]. "*Over time, the active migration of rainwater from the ceiling to the floor had deposited a thick layer of slime with a strong, unpleasant odour*" [KEH/48].

35. In essence "*The pervading presence of dampness at this lower level, beneath the windows of Flat 2B, prompted the erroneous assumption that they, alone, were responsible for rainwater incursion*" and "*Prolonged immersion in rainwater coming from above resulted in extensive damage to the internal walls and flooring, including staining from associated slime and fungal growths*" [KEH/49,50]

36. In oral evidence Mr Tighe gave a detailed description of the extent of the rotten and sodden timber sills which did not project clear of the rendering on the external wall. He suggested that the block had been cheaply built with solid concrete with no insulation and a bad design. To compound these problems the sills, which should project beyond the outside layer, had been effectively rendered into the fabric of the building thus allowing the rain water to get in between the under window panel sill via the unsealed glazing above.

37. He described the problems with water coming from flat 3b's roof terrace which passes through 3b and goes directly into flat 2b because the fabric of the building is not sealed. This is evidenced by the damp at low level, with a wall that is not flush and protrudes out. When Mr Tighe investigated that wall he found that a foil backed pre-insulated plaster board behind the glazed infill panel in flat 3b. The effect of the foil is to cause further water run-off into flat 2b.

38. Kent Eco Homes completed the works on 5/11/2020 and Mr Naqvi inspected on that date, but Mr Tighe is not aware of whether Mr Scotland came to sign off the works.

Service charge item: s. 20 works charged in 2020; amount claimed £5,439.18

39. The demand includes an amount charged for external works for which the Respondent is charged at 7% of the total amount in accordance with her liability under the terms of the lease; and includes an amount for internal works for which she is charged 100% on the basis that she is responsible under the terms of the lease for windows.

40. Mr Naqvi was unable to assist with a breakdown of these amounts. The Tribunal determined from the evidence that the total cost of works was £14,264.00 plus VAT. The figures are taken from the s.20 "*Notice of Acceptance to Carry Out Works*" [A/76] with the additional sum for additional works as negotiated between Ms Pickering and Mr Naqvi. The Applicant's management fee of 10% is as set out in that document. The Applicant did not seek to amend that to include the additional works:

(i) Kent Ecco Homes (£9,453.60 plus £2,466) = £11,943.64

(ii) Surveyor's costs £1,250.00

(iii) The Applicant's management fee of 10% = £1,070.36

(iv) VAT = £2,852.80

(v) TOTAL: £17,116.80 x 7% = £1,198.18

The tribunal's decision'

41. The tribunal determines that the amount payable by the Respondent in respect of the s.20 works detailed above is £1,198.18. .

Reasons for the tribunal's decision

42. The Tribunal found the evidence of Mr Tighe to be compelling. He explained in detail what he had found when inspecting the condition of the block around the windows of flats 2b and 3b. His evidence, which was not challenged, was that the problem lay in the fabric of the building because of the way the wooden sills had been plastered into the building. The Tribunal found this to be a persuasive explanation for what had been ongoing damp and water ingress problems in the flat.

43. In the absence of any expert evidence to the contrary from the Applicant, in breach of the Tribunal's directions on 29/09/2022, and on the basis that it seemed to the Tribunal a logical explanation for the damp issues in the flat, the Tribunal finds that the reason for penetrating damp is as a result of the fabric of the building, and not as a result of the windows and in particular defects to the installation of the sill to the under window glazed panel.

44. In accordance with the Clause 5 of the lease the works carried out under s.20 works fall under the Applicant's responsibility to maintain:

"5. *THE Lessor ....HEREBY COVENANTS with the Lessee that the Lessor will at all times during the said term:-*

(1)..

(2) (Subject to contribution and payment as hereinbefore provided) take all reasonable steps to maintain and keep in good and substantial repair and condition:-

> *(i) the main structure of the Building including the principal internal girders timbers and the exterior walls and the foundations and the roof thereof with its main drains gutters and rain water pipes (other than those included in this demise or in the demise of any other flat in the Building) and the refuse chute"* [A/61]

45. In accordance with clause 4 of the Lease the Respondent is liable for 7% of the costs expended under s.20 works:

"4. THE Lessee HEREBY COVENANTS with the Lessor….

(1)…

(2) (A) Pay in advance by equal half-yearly instalments to be paid on the First day of April and the First day of October in each year during the term hereby granted a proportionate part (hereinafter called "the maintenance charge") of the estimated costs and outgoings incurred by the Lessor in any year or part of a year in carrying out its obligations under Clause 5 hereof Such proportionate part shall consist of ~~Eight~~ Seven percent of the whole …" [A/58]

46. In relation to the Respondent's position that she should not be responsible in any way for the s.20 expenditure, the Tribunal found this difficult to reconcile with her absolute demand that her choice of Kent Ecco Homes be instructed to carry out the works. This despite that being the highest quotation. This is compounded by the fact that the Respondent's representative herself refused to allow Kent Eco Homes to carry out additional works for £750, and demanded that the Applicant pay an additional £2,466 plus VAT for those works. In overriding Kent Eco Homes independent decision to allow the additional works to be charged at a lower price, Ms Pickering was responsible for increased expenses which would fall on the leaseholders as a whole, and in particular upon her client, the Respondent.

47. In addition, there is no criticism by the Respondent about the works carried out by Kent Eco Homes.

48. In relation to the Respondent's apparent argument that previous works were unsuccessful, and she should therefore not pay for the current works, this is similarly difficult for the Tribunal to reconcile. The Respondent has failed to provide a statement of case and whilst she has

provided various emails in the Respondent's bundle, the Tribunal found that to be insufficient. The Tribunal finds that there may have been previous unsuccessful attempts to remedy the damp conditions in the flat, the difficulty in that argument is that not all the previous works related to this issue. It is unclear from the Respondent's argument which she challenges. Whilst she suggests works could have been, and should have been carried out earlier, it is difficult to extrapolate sums relating to what "*could have been done*" from the variety of the previous works carried out to the building. In short, with the poor evidence provided this was an impossible argument.

49. In any event, the Respondent challenges only the payability and reasonableness of the s.20 works carried out by her own choice of contractor.

50. Therefore, the Tribunal rejects the argument that she should not be responsible.

51. However, the Tribunal find that the internal works should not have been charged to the Respondent alone, and should have been apportioned in accordance with her liability under the terms of the lease set out above. The internal works were as a result of works required to remedy issues with the fabric of the building which affected the demised windows in the flat.

Application under s.20C and refund of fees

52. No applications were made under these headings.

Name: Judge D Brandler **Date:** 9th December 2022

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).

Appendix of relevant legislation

Landlord and Tenant Act 1985 (as amended)

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.

Landlord and Tenant Act 1987

Section 47

(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 [or an administration charge] ("the relevant amount") shall be treated for all purposes as not being due from the tenant to the landlord at any time before that information is furnished by the landlord by notice given to the tenant.

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

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

Section 48

(1) A landlord of premises to which this Part applies shall by notice furnish the tenant with an address in England and Wales at which notices (including notices in proceedings) may be served on him by the tenant.

(2) Where a landlord of any such premises fails to comply with subsection (1), any rent [, service charge or administration charge] otherwise due from the tenant to the landlord shall (subject to subsection (3)) be treated for all purposes as not being due from the tenant to the landlord at any time before the landlord does comply with that subsection.

(3) Any such rent [, service charge or administration charge]1 shall not be so treated in relation to any time when, by virtue of an order of any court [or tribunal] , there is in force an appointment of a receiver or manager whose functions include the receiving of rent [, service charges or (as the case may be) administration charges] from the tenant.