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FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	**LON/00BA/LSC/2015/0162**
Property	:	**Fair Green Court, London Road, Mitcham, CR4 3NA**
Applicants	:	**Agyapong Kwame Ansu (Flat 15)** **Zeeshan Qamar (Flat 24)** **Kadhirvelu Manoharan (Flat 25)** **Haoyang Liu (Flat 27)** **Aaron Dunife Muorah (Flat 32)**
Respondents	:	**FIT Nominee Ltd** **FIT Nominee 2 Ltd** **Raco Ltd**
Representative	:	**Freehold Managers plc**
Type of Application	:	**Liability to pay service charges**
Tribunal	:	**Judge Nicol** **Mr TW Sennett MA FCIEH** **Mrs J A Hawkins BSc MSc**
Date and Venue of Hearing	:	**20th August 2015; 10 Alfred Place, London WC1E 7LR**
Date of Decision	:	**26th August 2015**

DECISION

Decisions of the Tribunal

(1) The charge of £1,833 for the installation of a gate is not payable because it was an improvement and there is no provision in the Applicants' leases requiring them to meet the costs of improvements.

(2) The charge of £248.72 sought on an exceptional basis in 2015 is not payable because there is no provision in the Applicants' leases for making such exceptional charges.

(3) All other charges challenged by the Applicants are payable.

(4) The Applicants' applications under section 20C of the Landlord and Tenant Act 1985 and for reimbursement of their Tribunal fees are refused.

(5) The Second Respondent's application for an order for costs against the Applicants under rule 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 is refused.

Background

1. The Applicants are lessees of flats at Fair Green Court in Mitcham where FIT Nominees Ltd and FIT Nominees 2 Ltd are the joint head lessees (together referred to in this decision as the First Respondents) and Raco Ltd is the freeholder (referred to as the Second Respondent).

2. The Applicants have applied for a determination under section 27A of the Landlord and Tenant Act 1985 as to the payability of certain service charges for the years 2009-2015. The Tribunal heard the application on 20th August 2015. All the Applicants were present, except for Mr Ansu, and Mr Muorah made most of their representations. The Respondents were all represented by Mr Andrew Skelly of counsel, attended by Ms Susan O'Brien, a property manager with the First Respondents' managing agents, Belgarum Ltd.

3. The parties produced a helpful Scott Schedule of the issues between them and those issues are dealt with in turn below. Relevant legislation is set out in an Appendix to this decision.

Service Charges Demands

4. The Applicants claimed that all their service charge demands since 2009 suffered from two flaws:

   (a) Firstly, it was said that they did not contain the name and address of their landlord contrary to section 47 of the Landlord and Tenant Act 1987.

   (b) Secondly, while they accepted that all demands were accompanied by a summary of rights and obligations in accordance with section 21B of the Landlord and Tenant Act 1985, the Applicants asserted that the summary was not in the requisite font size contrary to reg.3 of the Service Charges (Summary of Rights and Obligations, and Transitional Provision) (England) Regulations 2007.

5. The Tribunal was referred to one sample demand, at the bottom of which was written:

> Landlord & Tenant Act 1987 (Sections 47/48). The Freeholder is FIT Nominee Limited (company no. 08085694) and FIT FIT

Nominee 2 Limited (company no. 08800361). The address at which notices (including notices on proceedings) may be served is: 135 Bishopsgate, London EC2M 3UR (together 'the landlord')

6. There was a number of problems with this statement:-

(a) The First Respondents are not the freeholder, the Second Respondent is.

(b) The name of one of the First Respondents has a word repeated.

(c) The address given happens to be the First Respondents' address but the statement doesn't say that. An address at which notices may be served could be a solicitors' firm or other agent and, in the context of section 47(1)(b) could be taken to mean that the First Respondents are actually located outside England and Wales.

(d) The parenthetical reference at the end to 'the landlord' appears to have been mislocated.

7. Due to these problems, there is a strong argument that the statement may mislead (Mr Muorah said it had when he tried to seek a lease extension) and possibly that it does not comply with the statute. However, more important are the consequences of any error.

8. The Applicants asked that the Tribunal order the Respondent to refund all service charges paid. For this they relied on section 47(2). However, that subsection provides that charges shall be treated for all purposes as not being due from the tenant to the landlord, but only at any time before the information required under subsection (1) is furnished by the landlord by notice given to the tenant. Whatever the deficiencies of the service charge demands, the First Respondent did notify the Applicants of their names and address by letter dated 22nd July 2014. An earlier letter dated 18th June 2013 did the same at a time when the head lessees were CG Land Ltd and one of the First Respondents.

9. The effect of section 47(2) is only suspensory. Charges are not due up until the time when the tenant is given the requisite information but they become due when it is given, whenever that is. Therefore, even if the demands sent to the Applicants were defective, the relevant service charges became due on 22nd July 2014 at the latest.

10. In relation to the font size used for the summaries of rights and obligations, the Applicants say that their internet researches suggest that one point should be 0.35mm so that 10 point should be 35mm and pointed out that the writing in the summaries was smaller than that. They referred to the Explanatory Memorandum produced for the Regulations which emphasised the importance of the font size to ensure legibility and explained that this would be relevant to tenants who were elderly and had failing sight.

11. Mr Skelly on behalf of the Respondents pointed out that fonts at the same point size do not produce letters of the same size and showed the Tribunal some examples he had printed out. His instructions were that the summaries were actually written in Times New Roman 10 point.

12. The Tribunal accepts Mr Skelly's points, which accord with the Tribunal members' own experience, and is not satisfied that the summaries are in the wrong font size.

13. Even if the summaries were in the wrong font size, the Tribunal does not accept the Applicants' submission that this should again result in a full refund. The right to withhold payment charges is stated in section 21B(3) of the Landlord and Tenant Act 1985 to arise from non-compliance with subsection (1) which only requires that the demand should be accompanied by the summary. The form of the summary is dealt with separately by subsection (2) and the Regulations. Using the wrong font size is such a minor error in this context that the Tribunal would require the clearest possible statutory provision for concluding that it should have such severe consequences.

Right of First Refusal

14. The letters of 18th June 2013 and 22nd July 2014 referred to in paragraph 8 above notified the Applicants of a change in their landlords. The Applicants asserted that they should have been notified so that they could exercise their right of first refusal under section 5 of the Landlord and Tenant Act 1987. Mr Skelly asserted that this provision didn't apply but, in any event, he also correctly pointed out that the Tribunal has no jurisdiction to consider a dispute on this issue.

Building Insurance

15. The Applicants live in a block which has retail units numbered 1-13 on the ground floor and 20 flats, including theirs, on the first and second floors numbered 14-33. The building insurance is arranged by the Second Respondent. For a number of years, the insurance certificates stated that the properties covered were numbered 13-33. The Applicants justifiably asked why number 13 was included when they each had to pay one-twentieth of the cost and it was not one of the flats.

16. The Second Respondent investigated this and found it to be an error. They obtained an amended certificate from the insurers which showed the correct numbering, 14-33. There was no effect on the premium and so no effect on the Applicants' service charges.

17. In their written Statement of Case, the Second Respondent happened to mention that there had been seven claims on the insurance for the property since 2003. In paragraph 5 of their response, the Applicants asserted that all money received on these claims should be returned to the service charge account.

18. Mr Skelly objected that he had not received sufficient notice of this claim and so was unable to say what the claims were for or to whom the money was paid. However, there is no evidence in any event that any money was misplaced. Insurance payouts are compensation for loss and may well not be in relation to any costs otherwise to be included in any service charges.

Rubbish Clearance

19. The rear of Fair Green Court faces onto two sides of a courtyard. As well as the flats and the retail units, the courtyard is shared by another block of flats, Eldercrest. The courtyard is used principally for two purposes. There are car parking spaces, which are exclusively reserved for the retail units and the Eldercrest residents, and bin store areas, delineated by lines painted on the ground rather than any walls. The only part of the courtyard given over to the residents of the Fair Green Court flats is a small bin store area large enough for two wheelie bins which the First Respondents are obliged to provide and maintain under paragraph 5 of the Sixth Schedule to each of the Applicants' leases.

20. Until recently, the courtyard has been freely accessible to the general public. In 2013 some vagrants occupied a couple of parking spaces and left their rubbish, including human faeces, in various places in the courtyard. There was also rubbish which had to be cleared away at various times, some of it generated by the retail units.

21. The Applicants observed some of this rubbish being removed. They also observed that they were charged for rubbish clearance: £240 in 2013 and £504 in 2014. They naturally queried whether they were being charged for rubbish clearance from areas of the courtyard used exclusively by others.

22. While this is a justifiable query, the Applicants should have listened to the answers. At the hearing, they persisted in their allegations of wrongful charging even when the correct situation was repeatedly explained to them.

23. The charge of £240 in 2013 constituted a single attempt at rubbish clearance by a contractor called Burrows, principally of the communal walkways exclusive to the flats at Fair Green Court but also, to a lesser extent, of their bin store area. According to Ms O'Brien's evidence, which the Tribunal accepted, it did not involve other areas.

24. It is a common problem in blocks of flats that residents have items of rubbish from time to time which are too large for the regular local authority refuse collection. Mr Muorah sought to suggest that all of his fellow residents knew of the local authority's service to pick up such items by appointment and that no-one would do anything other than this but that is an inherently incredible counsel of perfection. On the contrary, it is highly credible that a clearance of such items would be required from time to time. The Applicants have been charged for one

such clearance in the six years covered by this dispute. The Tribunal is satisfied that this is eminently reasonable.

25. The charge of £504 in 2014 was one of two charges levied by the local authority, the London Borough of Merton, for specialist decontamination due to the presence of faecal matter (see paragraph 20 above). This one related to the binstore area provided for the Fair Green Court flats. The other one, for which the Applicants have not been charged, was presumably in relation to a different area. Again, the Tribunal is satisfied that this is a reasonable charge.

26. There is no evidence that the Applicants have ever been charged for the clearance of rubbish from areas of the courtyard outside their binstore area.

Car Park Gate

27. The London Borough of Merton was concerned that the free access to the courtyard had caused a nuisance in relation to the vagrancy incident and could cause a nuisance in future. The First Respondents agreed with their suggestion to install a gate, accessible only through a coded keypad, at the street entrance to the courtyard, partly paid for by Merton and with the balance being split equally between the Fair Green Court flats, the retail units and Eldercrest. The Applicants objected that their flats did not benefit as much as the retail units and Eldercrest so that the split was unfair.

28. In fact, there is a more fundamental objection to the charge for the gate. The First Respondents' obligations as landlords are set out in the Sixth Schedule to each of the Applicants' leases and include repairs to the block of flats and contributing to the repair of areas and facilities used in common with others. Under the Fourth Schedule, the Applicants are obliged to pay their share of the costs of carrying out those obligations. However, the installation of the gate is clearly an improvement, not a repair. There is no provision for the First Respondents to carry out improvements, let alone for the Applicants to pay for them.

29. There is an exception in paragraph 6 of the Sixth Schedule which obliges the landlord "To comply with all orders notices regulations or requirements of any competent authority pursuant to any statute requiring any alteration modification or other such work on or to the Block or any part thereof ...", "the Block" being defined in paragraph (A) of the preamble to the lease as the Fair Green Court flats. The gate was installed due to Merton's requirements. However, the gate is located away from the Fair Green Court flats and cannot possibly be regarded as being installed "on or to the Block or any part thereof".

30. Therefore, there is nothing in the lease which permits the First Respondents to pass the cost of the gate onto the lessees of the Fair Green Court flats and any service charge in respect of such a cost is not payable.

Pigeon Decontamination

31. In 2012 there was a service charge cost of £1,872 for decontaminating the two water tank housings which sit on the roof because pigeons had obtained access. The Applicants queried why the retail units on the ground floor did not contribute to the cost.

32. Again, it is entirely understandable that the Applicants would raise such a query. It is common for ground floor units to pay for the upkeep of a roof even though the benefit is more distant than for units on the top floor. However, again they did not listen to the answers to their query.

33. One answer was that the water tanks served the flats exclusively. Ms O'Brien explained that, when the current tanks were installed in 2012, she had to arrange for this issue to be investigated and the contractor confirmed that the tanks only served the flats. Ms O'Brien talked to the retailers, two of which confirmed that they had their own independent water supply from the mains. She also talked to a plumber familiar with the building who said that the tanks supplied only the bathrooms in each flat.

34. Another answer is provided by the lease. As referred to above, the First Respondents are obliged under paragraph 1 of the Sixth Schedule to repair the Block and "the Block" is defined as the flats, excluding the retail units. The roof and the facilities located on it are clearly part of the Block. Each of the 20 flats is obliged to pay one-twentieth of the cost of maintaining the Block, including the roof. There is nothing left for the retail units to pay.

35. Moreover, the First Respondents' head lease does not extend to the retail units which have been retained by the Second Respondent. There is no obligation on the Second Respondent under the head lease or anywhere else to contribute to the cost of repairing the roof or any facilities located there.

Roof Work

36. In 2012 the flat roof covering was renewed at a cost of £22,740. Nevertheless, the upper flats have since suffered from damp. The Applicants justifiably queried whether the renewed roof covering was at fault and, if it was, they wanted it to be fixed under the warranty so that there would be no charge to them.

37. Following discussion with the Applicants and other lessees, Belgarum appointed GL Hearn surveyors to carry out a comprehensive survey of the general state of repair which could affect the wind and watertightness of the block. Their report dated 28th February 2014 identified problems with the parapets and also internal condensation issues which between them might explain the damp.

38. The Applicants objected that the report did not mention the renewed roof covering. That was unfortunate and some of this dispute might have been avoided if it had. It turns out that it was not mentioned because there was nothing wrong with it.

39. As with the pigeon decontamination referred to above, the Applicants queried why the retail units would not contribute to the cost of roof repairs but that point is answered in paragraphs 34 and 35 above.

Surveyor's Fee

40. The Applicants objected to the fee for GL Hearn's report on the basis that he was supposed to have reported on the renewed roof but then did not mention it. However, GL Hearn's instructions, given verbally, were summarised at paragraph 1.1.2 of the report and were clearly not that narrow. Moreover, the evidence is that the breadth of the report arose at the Applicants' own insistence. Understandably, they did not want to commit themselves to costly works without being assured that they were necessary. It seems that, when GL Hearn's report came back, they continued to object principally because they did not like what it said.

Exceptional Charge

41. Belgarum included in their service charge estimate for 2013 sums intended to cover, amongst other things, the installation of emergency lighting (required by the London Borough of Merton) and repair of the plastic sheets covering the communal walkways. Unfortunately, insufficient funds were recovered and these works had to be postponed. Ms O'Brien said that non-payment of service charges was a persistent problem, causing works to be postponed, and said that it was almost entirely caused by Mr Ansu who had not paid for 6 years. The Tribunal has no idea why non-payment should be allowed to persist over such a long period but it is hoped that this decision can help to end it.

42. When money was not spent on these works, the amount was credited back in the service charge accounts. However, there wasn't actually any money to return to the service charge payers due to the offsetting lack of income due to non-payment. In the meantime, the works remained outstanding, getting more urgent with the passage of time.

43. Belgarum resorted to an exceptional procedure, sending out service charge demands for an additional sum of £248.72 from each lessee just for the installation of lighting and repairing the walkway covers. While this was understandable in the light of the need for the works and the problem of non-payment, the problem is that the leases do not allow for such a procedure. The Fourth Schedule of each of the Applicants' leases sets out how the service charge is to be recovered. The only advance service charge permitted is an amount one-quarter of the most recent actual annual service charge. There is no basis for the exceptional procedure.

44. There is nothing wrong with the Applicants being forewarned of pending expenditure by using an exceptional notification but the service charges must be collected as the Fourth Schedule provides. GL Hearn's fee was initially demanded through the same exceptional procedure but the Tribunal understands it has since passed through the normal service charge procedure. However, the sum of £248.72 has not been properly demanded through the correct procedure and so is not payable under the Applicants' leases.

Door Entry System

45. There are two entrances to access the Fair Green Court flats from the street, one at one end on London Road and the other at the other end on Raleigh Gardens. New door entry systems were installed in 2012 for which £6,830 appears in the 2012 service charge accounts. However, there have also been charges for "Door entry and security repairs" of £1,741 in 2012, £738 in 2013 and £670 in 2014. The budget for 2015 has a £1,500 allowance for this item.

46. The Applicants have queried what the charges are for and whether they are due to a faulty installation which should be covered by a warranty rather than the service charge. In fact, the systems are subject to occasional vandalism which require ad hoc repairs, from which the charges arise.

47. The Applicants produced a quote dated 10th May 2015 from MagSec.com. The wording made it difficult to understand precisely what the quote was for but it appeared to be for regular maintenance at £75-95 per callout, plus materials. The Tribunal did not understand what the quote was meant to prove since no indication was given as to the total cost and so it gave no guidance as to the reasonableness of the service charges.

48. The door entry systems, despite being no more than three years old, are not always working. One of them in particular has been out of action for some time. Naturally, the Applicants queried why they should be paying for maintenance when the system is not working. In fact, it appears that one of the handsets located in one of the flats is defective, causing the whole system to be inoperative. The Applicants suggest it is for the First Respondents' agents to locate the defective handset but the handsets are the responsibility of the lessees and are located inside the flats so that there is a limit to what they can do. The fact is that there is no reason or evidence to think that the maintenance charges were other than properly incurred. If Belgarum had carried out further investigations to locate the faulty handset, that would have incurred an additional charge.

49. The Applicants challenge the £1,500 estimate for the current year, asking why it is more than double the previous year's actual expenditure which itself appears to be part of a downward trend over time. Ms O'Brien answered that the budgeting year runs from March to

March whereas the accounting year is the calendar year. The estimate for 2015 is based on figures from the budgeting year which are closer to the estimate.

50. Service charges paid in advance on the basis of an estimate are not lost to the service charge payer. If there is a surplus at the end of the year after the actual expenditure has been incurred, it is credited back. Moreover, an estimate is not expected to be a precisely accurate sum. It is difficult for agents to predict some elements of the service charge with accuracy and so it is understandable and permissible for them to be cautious and use figures a little higher than the previous year's actual expenditure. In the light of these matters, the estimate of £1,500 is not unreasonable.

Water Testing

51. In 2013 £480 and in 2014 £918 was spent on testing the water and decontaminating the tanks located on the roof following the pigeon entry. The Applicants had understood this expenditure to be some kind of maintenance work on the tanks which should be covered by the warranty following their installation in 2012. However, they had no objection to necessary water testing.

Costs

52. Unlike the courts, the Tribunal has limited jurisdiction to decide who should pay any costs incurred in conducting proceedings before it. The Applicants applied for an order under section 20C of the Landlord and Tenant Act 1985 that the Respondent's costs should not be added to his service charge. They also applied for reimbursement of their fees. However, the Tribunal has found against them on the issues they have raised. The two service charge items which were found not to be payable were so not payable on grounds not actually raised by the Applicants themselves (the Tribunal was careful to ensure that the Respondents nevertheless had the opportunity to address them fairly and fully). In the circumstances, the Tribunal is not satisfied that there should be a section 20C order or any reimbursement of fees.

53. At the end of the hearing, without any forewarning or prior service of the summary of costs, Mr Skelly made an application on behalf of the Second Respondent for the Applicants to pay their costs of these proceedings under rule 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013. However, the Tribunal is satisfied that the application does not even come close to getting over the high hurdle that the Applicants must have behaved unreasonably. The point the Applicants made against the Second Respondents, namely that the insurance wrongly appeared to cover number 13, was actually correct. Maybe the Applicants could have done more to raise this issue prior to the issue of proceedings but they rightly point out that this was an issue which the Respondents should have noticed without their input.

Conclusion

54. For the above reasons, the Tribunal has determined that the charge for the gate of £1,833 and the exceptional charge of £248.72 are not payable under the terms of the Applicants' leases but otherwise this application fails.

Name: NK Nicol **Date:** 26th August 2015

Appendix of relevant legislation

Landlord and Tenant Act 1985 (as amended)

Section 18

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

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

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

Section 19

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

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

Section 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.

Section 21B

(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.

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

Landlord's name and address to be contained in demands for rent etc.

(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.

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

Service Charges (Summary of Rights and Obligations, and Transitional Provision) (England) Regulations 2007

Form and content of summary of rights and obligations

3. Where these Regulations apply the summary of rights and obligations which must accompany a demand for the payment of a service charge must be legible in a typewritten or printed form of at least 10 point ...

Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013

13 Orders for costs, reimbursement of fees and interest on costs

(1) The Tribunal may make an order in respect of costs only--
(b) if a person has acted unreasonably in bringing, defending or conducting proceedings in—
(ii) a residential property case, ...