



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

**Case reference** : **LON/00AZ/LSC/2020/0317**

**HMCTS code** : **V: CVPREMOTE**

**Property** : **Flat 3 17 Eastdown Park London SE13  
5HU**

**Applicant** : **Mr Nathaniel Adojutelegan**

**Representative** : **In person**

**Respondent** : **17 Eastdown Park RTM Company  
Limited**

**Representative** : **Ms Anette Bartha**

**Type of application** : **For the determination of the liability to  
pay service charges and administration  
charges**

**Tribunal members** : **Judge D Brandler  
Mrs S Phillips, MRICS**

**Venue** : **10 Alfred Place, London WC1E 7LR**

**Date of hearing** : **6<sup>th</sup> May 2021**

**Date of decision** : **18<sup>th</sup> May 2021**

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**DECISION**

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## **Covid-19 pandemic: description of hearing**

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 documents that we were referred to are in a bundle produced by the Applicant of 59 pages, and various documents provided by the Respondent that were not paginated. The contents of all of the documents have been noted. The order made is described at the end of these reasons.

## **Decisions of the tribunal**

- (1) None of the disputed service charges demanded for the service charge period 2020 are payable. The tribunal makes the determinations as set out under the various headings in this Decision.
- (2) The Tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 so that none of the landlord's costs of the tribunal proceedings may be passed to the lessee through any service charge.
- (3) The Tribunal orders that the Respondent pay the Applicant £300 in respect of a refund of the fees paid to the tribunal, to be paid within 28 days of this decision.

## **The application**

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") and Schedule 11 to the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act") as to the amount of service charges and administration charges payable by the Applicant in respect of the service charge years 2020. In addition, he seeks a determination in relation administration charges demanded in relation to legal costs and interest for late payment.
2. The Tribunal issued Directions on 12<sup>th</sup> January 2020.
3. Ms Bartha, acting on behalf of the Respondent, requested a postponement of the hearing until 17<sup>th</sup> May 2021 and for the hearing to commence at 12.00 midday due to her work commitments and due to the different time zones in the US.
4. The parties have been aware of the hearing date since the issue of the Directions on 12<sup>th</sup> January 2020 and the recent application to postpone the hearing was refused. No further details or evidence why Ms Bartha could not attend a hearing on 6<sup>th</sup> May 2021 having been provided. As to

the timing of the hearing, this was rescheduled for 12.00 midday to accommodate the different time zones. This was communicated to both parties by email on 4<sup>th</sup> May 2021

### **The hearing**

5. The Applicant appeared in person by video link. Ms Bartha, for the Respondent, did not attend. The hearing was delayed for a short period to allow the Tribunal clerk to attempt to make contact with Ms Bartha, which he did by email. No response was received. Rule 34 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 says that if a party fails to attend a hearing the Tribunal may proceed with the hearing if the Tribunal is satisfied that the party has been notified of the hearing or that reasonable steps have been taken to notify the party of the hearing and considers that it is in the interests of justice to proceed with the hearing.
6. The Tribunal was indeed satisfied that the respondent had been notified of the hearing date as evidenced by her application to postpone the hearing date. She had also been notified by email that further to her request, the hearing start time had been rescheduled to 12.00.
7. It was noted that the Respondent had failed to comply properly with directions. In particular she had not provided invoices, service charge demands, a legal submission, or a signed statement. Nor had she provided any comments on the Applicant's Schedule [1] in response to the items disputed by him. The directions had ordered the Respondent to be responsible for preparing a digital indexed and paginated hearing bundle. Instead, the Tribunal received various individual documents.
8. Having regard to all of the above the Tribunal concluded that it was not in the interests of justice to delay the hearing further and the hearing proceeded in her absence.

### **The background**

9. The property which is the subject of this application is a flat in a purpose-built block of four flats. Another block containing two flats is annexed to the block.
10. 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.
11. The Applicant 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 Respondent is an RTM company set up in 2013. Four of the leaseholders have purchased the

freehold. Although the Applicant states that both he and his wife hold the leasehold interest of the property, it is his wife alone who holds a share in the freehold interest. Mrs Adojutelegan took no part in these proceedings.

12. The Applicant and his wife acquired the leasehold interest of Flat 3, 17 Eastdown Park, London SE13 5HU (“the property”) in around 2010.
13. The RTM Company was set up with the assistance of Mrs Adojutelegan, the Applicant’s wife, but the applicant states that once she had assisted the leaseholders to set this up, she stood back and has no further dealings with that company anymore. We are told that Ms Bartha is the director and has sole responsibility for managing the RTM company and has sole responsibility for demanding service charges etc.
14. There have been previous proceedings in the First-tier Tribunal between the applicant and the previous freeholders in relation to service charge disputes, as well as proceedings between the 4 leaseholders of the block and the previous freeholder in an RTM application. There have also been County Court proceedings relating to the service charge dispute. Some of the issues relating to these previous proceedings were referred to by the Applicant, but do not directly affect these proceedings.

### **The issues**

15. At the start of the hearing the Applicant identified the relevant issues for determination as follows:
  - (i) The validity of service charge demands including the validity and payability of demands made in 2020 for s.20 works of varying amounts
  - (ii) The payability and/or reasonableness of administration charges including legal costs and interest charges
  - (iii) An application under section 20C of the Landlord and Tenant Act 1985, as well as refund of the Tribunal fees.
16. Having heard evidence and submissions from the Applicant and considered all of the documents provided by both parties, the Tribunal has made determinations on the various issues as follows.

### **The validity of service charge demands and administration charges made in 2020**

17. The Applicant took the Tribunal through each item on his schedule [1]. The schedule does not explain or describe the items claimed, so each item was cross referenced to the statement of case and various documents in his bundle of documents. He challenges the validity of the demands on the basis of unexplained figures in the accounts. Having been taken through all of the documentation, and having heard the Applicant's disputes, the Applicant eventually came, apparently accidentally, to the crux of the matter. When asked by the Tribunal to take them to the service charge demands from the Respondent, as there were none in either the Applicant's bundle, or in any of the Respondent's documents, he told the Tribunal that the way service charges were communicated to him were by the rendering of the accounts, examples of which he has included in his bundle [29-35,46]. On occasions, he says, there are also emails from Ms Bartha. Examples of some of these emails are in the bundle [36,45,47-48,5358-59].
18. The Applicant explained that he previously held a balance in his service account of £11,000. This was paid by him prior to the RTM Company take over and prior to the purchase of the freehold. The credit of £11,000 can be seen on the summary of the statement of account dated 30<sup>th</sup> September 2020, on the entry for 2016. The Service charges from 2014-2020 and the sums drawn down are also demonstrated on that document [51]. Over the years, funds were drawn down by the Respondent from the balance held on his behalf to settle the service charges for the property.
19. The disputed items as set out in the schedule [1] are detailed below. The Tribunal was not able to clarify issues with the Respondent, as she was absent. None of her documentation clarified issues, and she had not provided comments on the schedule [1] to challenge the sums claimed, although there were some comments about these in her 'witness statement' which did not clarify issues.
20. **Item 1: £351.52:** The Applicant confirmed to the tribunal that this figure is not a sum claimed by the Respondent. It is instead the balance that is showing on the statement of account dated 30 September 2020 [51] and he no longer challenges this as a specific charge, although he does challenge it in terms of it being a correct balance.
21. **Item 2: £382.01:** The Applicant says that this sum relates to 'Hallway Carpentry Work' which has never been demanded from him and he was first made aware of it when it appeared under the heading of expenses for 'Hallway Carpentry Work' in the 'Actual accounts for 17 Eastdown Park Flat 1-6' [29].
22. The flats are not numbered on the accounts, instead the first names of the leaseholders are detailed in the headings. At the bottom the column headed 'Ayo' (which refers to the Applicant) in the 'expenses' section, the Tribunal was referred to three items of expenditure for 'Hallway

Carpentry Work'. The corresponding figures in that column which relate to the property, flat 3, are the sums of £154.17, £92.00 and £125.84 which amount to £382.01, the figure that the Applicant now refers to.

23. The Applicant also states that the insurance premium was for an identical figure of £382.01 which he did pay, despite not having received a demand.
24. The Applicant then took the Tribunal to an email from Anette Bartha dated 6/12/2020 [36] in which she makes reference to the sum of £382.01 stating that *“Contribution towards the communal area (£1000) cannot be returned as we have already completed the carpentry work. (£382.01) Unfortunately when pulling up the carpet on the stairway we have found huge cracks that needed to be investigated by our insurance for subsidence”*. The Respondent has provided the Tribunal with nothing corresponding to those issues, nor any invoices or any service charge demands.
25. The Tribunal noted that Ms Bartha states in her email *“Owning the RTM company is not the scope of the lease. You are referring to your lease without considering the implication of being a member of the company residing over it (sic). As member and directors every so often we make a majority or a collective decision that may not follow the lease. (I.e. not collecting ground rent or having an RTM accounting sheet for all expenses) that is by no means to undermine it on the contrary to make it more transparent. We are all freeholders now”*. She goes on to say *“We hope the remaining balance of £617.99 each (amongst 6 flats) will be enough for it if we do it ourselves. Anything left over will be credited to future expenses”* [36]
26. The Applicant does not dispute his liability under the terms of the lease to pay service charges. His dispute is based on the lack of proper demands, the lack adequate information or notice provided to him in relation to charges, and poor accounting.
27. **Item 3: £214.50:** The objection to this sum is set out in paragraph 11 of the Applicant’s statement of case [6]. In oral evidence the Applicant says that this sum relates to legal fees. Although he does not dispute that relevant legal fees are recoverable under the terms of the lease, he says these are not relevant. He referred the Tribunal to the invoice for this work [57]. That invoice dated 23/10/2019 refers to advice “on liability for works”.
28. **Item 4: £1000:** The objection to this sum is set out in paragraph 6 of the Applicant’s statement of case [3]. This appears to relate to s.20 works. Although no evidence was provided to clarify what these works related to. He says that no service charge demand for the works was

issued to him, and in oral evidence he could not explain what this charge was for.

29. **Item 5: £2,923:** The objection to this sum is set out in paragraph 8 of the Applicant's statement of case [5]. This appears to relate to s.20 works, although again the Tribunal had no documentation relating to the works. The Applicant says that this sum first appeared in the RTM account on 03/11/2020 and no service charge demands were issued for this amount.
30. **Item 6: £168.00:** The Applicant sets out his objection to this amount at paragraph 9 of his statement of case [5]. This figure relates to a demand for legal fees for non-payment of service charges. He confirmed in oral evidence his acceptance that valid legal charges are permitted under the terms of the lease. He says that these were not validly claimed, as they are for a legal letter chasing him for fees that has not been demanded.
31. **Item 7: £81.24:** The Applicant's objection to this amount for interest on late payment is detailed at paragraph 10 of his statement of case [5-6]. He does not dispute that a valid interest charge is permitted under the terms of the lease, but he says he was in credit at the time this was incurred. He says the Respondent had drawn down funds they were not entitled to take which had caused a deficit in his account, and he is therefore not liable for this interest charge.
32. **The Respondent's case:** There is no coherent response from the Respondent to any of these items. Her response has been to submit various documents which do not respond to the specific issues. No service charge demands have been issued by her, other than emails which asks the Applicant to pay "as soon as possible".
33. The document the Respondent refers to as a witness statement is neither dated nor signed. Nor does it give the name of the person who produced the document. At paragraph 2 in relation to copies of invoices, it states "copies of all related documents are available on the RTM's google drive" and gives a link. It is not for the Tribunal to search for documents on the Respondent's behalf.
34. Nowhere in the Respondent's 'statement' are service charge demands mentioned, and indeed in the summary at paragraph 6 it states "*RTM members agreed service charges will be billed as they occurred (sic) and each freeholder will be responsible to monitor and maintained (sic) their leaseholder balance....17 Eastdown Park Accounts are kept transparent for all to see and monitor*"

### **The tribunal's decision**

35. The tribunal determines that none of the disputed service charges or administration charges for the service charge period 2020 have been validly demanded and are therefore not payable.

### **Reasons for the tribunal's decision**

36. It is unclear whether the sums drawn down from the Applicant's service charge account were estimated charges or final charges. The Respondent has not clarified this in her response. What is clear is the absence of any sort of engagement by the Respondent and her clear breach of the Tribunal's directions in which she was ordered to provide inter alia invoices, service charge demands. Her attempt at explanation in her 'witness statement' did not assist the Tribunal. Her claim that the accounts were transparent is at odds the documentation produced.
37. Whilst the Applicant's case was at times muddled, it became clear during the course of the hearing that this was probably because the management of the block was muddled, ad hoc, and contrary to the terms of the lease.
38. Having considered all the disputed sums, all of those issues fell away. The crux of the matter is that no proper service charge demands have been served on the Applicant. It is not sufficient to render accounts and send emails asking for sums to be paid as soon as possible, without having complied with the statutory requirements relating to service charges.
39. The emails purporting to be demands, and the accounts showing sums apparently drawn down from the Applicant's account, do not provide the landlord's name and address. Nor do they include a "summary of leaseholders' rights and obligations". There are therefore no valid demands.
40. As no service charge demand has been validly made, none of the service charges or administration charges disputed for 2020 are payable.

### **Application under s.20C and refund of fees**

41. At the end of the hearing, the Applicant made an application for a refund of the fees paid in respect of this application and hearing. Having heard the submissions from the Applicant and taking into account the determinations above, the Tribunal orders the Respondent to refund any fees paid by the Applicant within 28 days of the date of this decision.
42. In the statement of case and at the hearing, the Applicant applied for an order under section 20C of the 1985 Act. Having heard the submissions from the Applicant, who explained that he had asked for clarification on



the disputed issues prior to issuing proceedings, and taking into account the determinations above, the tribunal determines that it is just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act, so that the Respondent may not pass any of its costs incurred in connection with the proceedings before the tribunal through the service charge.

**Name:** Judge D Brandler

**Date:** 18<sup>th</sup> May 2021

### **Rights of appeal**

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

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

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

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

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

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

## **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 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.

### **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.

## **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).