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Property Law Nuts & Bolts

Residential service charges

Tuesday 20 January 2026

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Your speakers for today

Tom Morris

Reasonableness

Harley Ronan

Contractual machinery

Sophie Gibson

Section 20 consultations

Welcome and Introduction

Tom Morris

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Introduction

Arnold v Britton [2015] UKSC 36; [2015] A.C. 1619

Sara & Hossein Asset Holdings Ltd v Blacks Outdoor Retail Ltd [2023] UKSC 2; [2023] 1 W.L.R. 575

Aviva Ground Rent GP Ltd v Williams [2023] UKSC 6; [2023] A.C. 855

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Introduction

Aviva Ground Rent GP Ltd v Williams [2023] UKSC 6; [2023] A.C. 855

"The levying of service charges by landlords under leases of residential property in respect of their expenditure upon repairs and the provision of other services has for long been controversial. This is both because of its propensity to generate disproportionately expensive and time-consuming litigation and because of the tendency of some landlords to seek to minimise that risk by the imposition of contractual restrictions in residential leases upon what would otherwise have been the tenants' rights to have disputes about service charges resolved in court, or in an appropriate tribunal."

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Introduction

Bradley & Rhodes v Abacus Land 4 Ltd [2025] EWCA Civ 1308

Spender v F.I.T. Nominee Ltd [2025] EWCA Civ 1578

Adriatic Land 5 Ltd v Long Leaseholders at Hippersley Point [2025] EWCA Civ 856

Cloisters Business Centre Management Company Ltd v Anvari

Contractual machinery

Harley Ronan

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Nuts and bolts of contractual machinery

A contractual obligation to pay towards the costs of maintaining and manging the building.

Common issues:

1. What costs is T liable to contribute towards as a matter of contract?
2. The proportion of those costs are payable by T?
3. What is the contractual procedure (if any) which L must follow to trigger liability?

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What is T liable to pay for?

It all turns on the lease.

Common examples:

- Repairing and maintaining the building
  - **Related disputes – repair v improvement, was the building in disrepair at all, standard of repair, quality of work**
- Costs of a managing agent
  - **Is it a "QLTA"? If so, have the correct procedures been followed?**
- Costs of insurance.
- Even if contractually recoverably, subject to statutory limitation of reasonableness: s 19(1) LTA 1985.

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Apportionment

What proportion of L's costs is T liable to pay?

Formula v fixed

Lease may entitled L to change apportionment - FTT's power limited to reviewing that decision: *Aviva v Williams* [2023] UKSC 6.

Triggering liability – contractual requirements

The lease will usually "prescribe the contractual route down which the landlord must travel to be entitled to payment": *Leonora Investment Co Ltd v Mott MacDonald Ltd* [2008] EWCA Civ 857.

Common issues

If lease requires T to pay towards certain costs incurred in a particular accounting year, generally they need to be *incurred* within that year.

End of year accounts to be certified by surveyor etc.

When things go wrong in complying with the contractual machinery

1. Is time of the essence?
2. Estoppel/waiver

Triggering liability - demands

Compliance with the terms of the lease (e.g. contents, and timing)

Statutory restrictions

- S 47 Landlord and Tenant Act 1987 – contents of demand
- 21B Notice to accompany demands for service charges
- S 48 Landlord and Tenant Act 1987 – provision of address for services

S 20B LTA 1985 – timing of demand

Cannot demand a service charge more than 18 months after the cost was incurred: subs. (1).

But does not apply if L notifies T in writing within 18 months after incurring the costs that the costs had been incurred and that T will be required to contribute.

Time runs from the date costs were incurred

- **"…costs are not 'incurred' within the meaning of section 18, 19 and 20B on the mere provision of services or supplies to the landlord or management company" – " a liability must crystallise before it becomes a cost" - *Burr v OM Property Management Ltd* [2013] H.L.R. 29.**

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S 21B LTA 1985

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: subs. (1).

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

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.

The summary of rights:

- Contained in reg. 3 of the Service Charges (Summary of Rights and Obligations, and Transitional Provision) (England) Regulations 2007/1257).

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S 47 LTA 1985

A written demand must contain:

(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.

If the demand does not contain that information, the service charge “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”: subs. (2).

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S 48 LTA 1985

L to provide T with an address in England and Wales at which notices (including notices in proceedings) may be served on him by the tenant.

Where L fails to do so, 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.

Reasonableness

Tom Morris

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Introduction

Contractual obligations to act reasonably

Statutory limitations on reasonableness under Landlord and Tenant Act 1985

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Setting the scene

Ashworth Frazer Ltd v Gloucester City Council [2001] UKHL 59

"I would respectfully endorse the observation of Viscount Dunedin in *Viscount Tredegar v Harwood* [1929] AC 72, 78, that one 'should reasonableness in the general sense'. There are few expressions more routinely used by British lawyers than 'reasonable', and the expression should be given a broad, common sense meaning in this context as in others."

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Setting the scene

Wednesbury reasonableness (rationality?)

("…made in good faith and not arbitrarily or capriciously, and was arrived at taking into consideration all relevant matters and disregarding irrelevant matters" – per Marin Rodger KC in *Braganza v The Riverside Group Ltd* [2024] L & T R 3)

vs

'objective' reasonableness

e.g. reasonable price, or reasonable time

("…the concept of reasonableness is intended to be entirely mutual and thus guided by objective criteria" – per Rix LJ in *Socimer International Bank Ltd v Standard Bank London Ltd* [2008] Bus L.R. 1304, per Rix LJ at [66])

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Setting the scene

"Those two different senses of reasonableness have been distinguished by referring to the narrower or limited standard as 'rationality' – which is something of a relief since much mischief is caused when the same word is used to describe two importantly different concepts."

Bradley v Abacus Land 4 Ltd [2024] L & T R 23, per Judge Cooke

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Setting the scene

Braganza v BP Shipping Ltd [2015] UKSC 17; [2015] 1 W.L.R. 1661

"It is clear, however, that unless the court can imply a term that the outcome be objectively reasonable… the court will only imply a term that the decision-making process be lawful and rational in the public law sense, that the decision is made rationally (as well as in good faith) and consistently with its contractual purpose."

-- Per Baroness Hale, at [30]

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Setting the scene

Landlord and Tenant Act 1985, s.27A(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 of an application under subsection (1) or (3).

Williams v Aviva Investors Ground Rent GP Ltd [2023] AC 855

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Aviva v Williams: the clause

A contractual provision in the lease that provided for the tenant to pay a fixed proportion of common costs “or such part as the landlord may otherwise reasonably determine”.

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Aviva v Williams

Lord Briggs, at [15]:

"… the jurisdiction of the FtT under section 27A(1) to decide whether a service charge demand is payable will extend to the contractual and/or statutory legitimacy of these discretionary management decisions… If the landlord's discretionary decision in question was unaffected by the statutory regime and fell within the landlord's contractual powers under the lease, then there might at the most be a jurisdiction to review it for rationality: see Braganza v BP Shipping Ltd [2015] 1 WLR 1661."

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Aviva v Williams: the ripples

Braganza v The Riverside Group Ltd [2023] UKUT 243 (LC)

Hawk Investment Properties Ltd v Eames [2023] UKUT 168 (LC)

Bradley v Abacus Land 4 Ltd [2024] L & T R 23

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Bradley v Abacus Land 4 Ltd

Lessees covenanted to pay “such fair proportion as the landlord acting reasonably shall from time to time determine” of costs which the landlord “acting reasonably” shall designate.

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Bradley v Abacus Land 4 Ltd: the FtT

"In the present case the landlord appears to have had two options from 2013 onwards: to continue to charge the gym expenses to the tenants as before or to bear part of the charges itself to reflect the shared use of the gym between the residents and the gym tenant. The Respondent landlord chose the first option which it was entitled under the terms of the lease to do. That choice, although unpalatable to the residential tenants cannot therefore be said to be unreasonable. It was not a decision of the type where it could be said that no reasonable landlord in a similar position could ever have made it."

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Bradley v Abacus Land 4 Ltd: the Upper Tribunal

"Therefore in my judgment an express requirement in a lease to act 'reasonably' in exercising a discretion refers to objective reasonableness. By contrast where a landlord's discretion is unqualified then the test to be applied is one of rationality only"

-- Per Judge Cooke at [51]

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Bradley v Abacus Land 4 Ltd: the Upper Tribunal

"…if the FTT intended to apply a *Braganza* rationality test it was wrong.

"If the FTT did indeed intend to apply a test of objective reasonableness then in my judgment it reached the wrong outcome. It is manifestly unfair, and therefore not objectively reasonable, for the residential leaseholders to pay the whole of the gym costs after 2020 when they no longer have exclusive use of the gym. The landlord in 2013 decided to grant the gym lease in extraordinarily generous terms, and the respondent is now seeking to charge that generosity to the residential tenants. I cannot understand how that is not unfair."

-- Per Judge Cooke at [106] and [107]

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Bradley v Abacus Land 4 Ltd: the Court of Appeal

"The question for the FTT as I have said is whether the Landlord acted in breach of contract. The Landlord will have acted in breach of contract if, and only if, it can be said to have acted unreasonably, or to have not exercised a reasonable discretion.

"What then is the limit of permissible decisions? I do not think one can improve on the way it was put by Lewis LJ in argument, namely that a decision is a permissible one if it is one that a landlord acting reasonably could reach. Or to put it negatively, the landlord's decision will be flawed only if it is one that no reasonable landlord could have reached."

-- Per Nugee LJ at [72] and [73]

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Bradley v Abacus Land 4 Ltd: the Court of Appeal

"Such a test accords with the long-established principles applicable to the question whether a landlord's consent has been unreasonably withheld… I do not think any sensible distinction can be drawn between the question whether a landlord is acting reasonably in refusing consent or is acting reasonably in designating costs as a service charge item."

- Per Nugee LJ at [74]

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Lessons for practitioners!

- The terms of the lease are critical: the landlord must act in a contractually legitimate way.
- Obligation to *act* reasonably will import a wide discretion.
- Stipulation for a particular outcome may be more constraining (obligation to determine a fair proportion, or to use a just and equitable method of re-apportioning)
- Landlords should keep clear records of why they made a particular decision and the basis on which the decision was made
- The more stringent the contractual stipulation, the clearer those records need to be
- Especially if there is a contractual requirement to achieve a fair outcome.

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Statutory limitations

S. 19, Landlord and Tenant Act 1985

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 provision 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.

Waaler v Hounslow LBC [2017] 1 W.L.R. 2817

”…whether costs have been reasonably incurred is not simply a question of process: it is also a question of outcome.”

- Per Lewison LJ at [37]

(1) Reasonable process in deciding what to do.

(2) Adopt a reasonable course of action.

Same approach to a one-off cost as to repeat payments under a ‘long-term contract’: *Spender v FIT Nominee Ltd* [2025] EWCA Civ 1578

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Waller v Hounslow LBC [2017] 1 W.L.R. 2817

"That said it must always be borne in mind that where the landlord is faced with a choice between different methods of dealing with a problem in the physical fabric of a building… there may be many outcomes each of which is reasonable… the tribunal should not simply impose its own decision. If the landlord has chosen a course of action which leads to a reasonable outcome the costs of pursuing that course of action will have been reasonably incurred, even if there was another cheaper outcome which was also reasonable.

(…)

"In considering whether the final decision is a reasonable one, the tribunal must accord the landlord what, in other contexts, is described as a 'margin of appreciation'. As I have said there may be a number of outcomes, each of which is reasonable, and it is for the landlord to choose between them."

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In practice: *prima facie* case under s.27A

Spender v FIT Nominee Ltd [2025] EWCA Civ 1578 at [89]

- A landlord will not have to justify each and every element of service charge claimed from the tenant.
- A tenant must identify the costs it says were unreasonably incurred
- The landlord will only have to demonstrate reasonably incurred if the tenant is able to establish a *prima facie* case that they were not reasonably incurred.
- If the landlord cannot discharge the burden of proving reasonableness where a *prima facie* case is demonstrated, the tenant will win

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General points

- The reason why the works are needed is usually irrelevant to reasonableness: *Continental Property Ventures v White* [2006] 1 E.G.L.R. 85 (cf *Radcliffe v Meeson* [2023] UKUT 209)
- Costs where works could have been done at no cost under a guarantee are not reasonably incurred unless there is a good reason to reject the no-cost option: *Continental Property Ventures v White*.
- Reasonable does not mean cheapest: *Waaler v Hounslow*.
- Landlord to be given a wide margin of appreciation – Tribunal cannot simply substitute its own view and become the decision-maker: *Waaler v Hounslow.*

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Practical tips for tenants

- *Identify* each charge which is challenged
- *Explain* in general terms why it is unreasonable.
- *Evidence* the unreasonableness, so that not just putting the landlord to proof.
- Usually requires some evidence to show that a particular cost is out of line with market norms.

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Practical tips for landlords

- Keep records of the decision-making process relating to works.
- Consult!
- Tender for works, wherever possible.
- Keep records sufficient to justify why a particular option was chosen.
- Where feasible, rely on advice from surveyors.
- Where using ‘panel’ contractors, be able to justify the reasonableness of doing so
- Meet reasonableness challenges with detailed evidence explaining both the reasonableness of the decision-making process and the reasonableness of the outcome.

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Consultation – What? When? Why? How? What if I don't bother?

Sophie Gibson

What is consultation?

- **A statutory process requiring landlords to consult residential tenants before certain works are carried out, or agreements are entered into, where contributions of each leaseholder to the costs exceed set thresholds**

- **Statutory framework = ss.20 to 20ZA Landlord and Tenant Act 1985**

20 Limitation of service charges: consultation requirements

(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] .

….

(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…..

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What is consultation?

- **The detailed consultation procedure, and its triggers, are set out in regulations.**

- **The relevant regulations are:**
  - For properties in England, the Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987)
  - For properties in Wales, the Service Charges (Consultation Requirements) (Wales) Regulations 2004 (SI 2004/684)

- **NB. Different procedures apply if public procurement/public notice is required (public bodies; Procurement Act 2023 regime)**

Who needs to consult?

- **The landlord - includes any person who has a right to enforce payment of a service charge (section 30, LTA 1985).**
  - Includes a landlord in the 'registration gap': *RM Residential Ltd v Westacre Estates Ltd & Anor* [2024] UKUT 56 (LC)

- **Could include management company - either under independent right or as landlord's agent**

- **Where there is an RTM company in place at the relevant building, references to the landlord include the RTM company**
  - Paragraph 4, Schedule 7, Commonhold and Leasehold Reform Act 2002

- **Superior landlords – must consult both intermediate landlord and each subtenant of a dwelling who is liable to contribute:** *Foundling Court and O'Donnell Court v The Mayor and Burgesses of the London Borough of Camden and others* [2016] UKUT 366 (LC)

What happens if I don't consult?

- **Works can go ahead, agreement can be entered into…..**
- **…..BUT landlord out of pocket**
- **The amount of money that can be recovered from the leaseholders via the service charge is reduced**
- **Statutory cap: £250 per tenant for qualifying works; £100 per tenant per 12 months for QLTAs**
  - Set by the Regulations
  - Hasn't increased with inflation
- **Practically speaking – make an application for retrospective dispensation**

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When do I need to consult?

- **Qualifying works: where any tenant's contribution will exceed £250**

- **Qualifying Long Term Agreement where any tenant's contribution will exceed £100 in a 12-month period**

- **If works are under an existing QLTA, do still need to consult but an abbreviated process applies (Sch. 3)**

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“Qualifying Works”

- **“Qualifying works” are "works on a building or any other premises" (section 20ZA(2), LTA 1985)**
- **Neither the LTA 1985 nor the Consultation Regulations define "works"**
- **Range from day-to-day repairs to planned maintenance to major improvement works**
- **Works are not taken as a whole and then consulted on – must look for a “set” of works, part of one single programme:** *Francis and another v Phillips and others* [2014] EWCA Civ 1395
- **Services such as window cleaning, gardening, or cleaning are not qualifying works:** *Paddington Walk Management Ltd v Governors of Peabody Trust* [2010] L&TR 6

“Qualifying Long Term Agreement” (QLTA)

- **An agreement entered into, by or on behalf of the landlord or a superior landlord, for a term of more than 12 months: section 20ZA(3), LTA 1985**
- **Reg 3 contains certain exceptions to this definition – e.g. employment contracts**
- **The minimum term is key**
- **Are you locked in for at least 12 months?**
- *Corvan (Properties) Ltd v Abdel-Mahmoud* [2018] EWCA Civ 1102 management agreement which provided that the contract period "will be for a period of one year from the date of signature hereof and will continue thereafter until terminated upon three months' notice by either party” = QLTA. The use of "and will continue" introduced a mandatory requirement that the agreement continue beyond the initial 12 months
- *Bracken Hill Court at Ackworth Management Company Ltd v Dobson* [2018] UKUT 333 (LC) the UT held that an oral contract between a management company and an agent, which was renewed annually over the telephone, was not a QLTA. An expectation that the contract would probably be renewed was not the same as a contract for a term exceeding 12 month; the fact that historically the parties had renewed the contract each year did not alter this

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Examples

- **YES: 2 year contract to manage a block on an estate with 100 flats, quoted £20,000 per annum (£20,000/100 = £200 > £100 within 12 months)**

- **NO: One-off inspection by a Building Safety expert to assess whether the tenants of the building need an EWS1 to buy or sell their flats**

- **YES: Fixing a broken down lift estimated to cost £10,000, service charge is recoverable from 10 tenants (£10,000/10 = £1,000 > £250)**

How do I consult?

- **The Regulations tell you what to do**
  - Highly detailed and prescriptive, particularly as to content of notices and the applicable time limits
  - Double check the steps you have to undertake to comply
  - Schedules to the Regulations

- **Each schedule/part of a schedule contains a complete code of consultation for the circumstances to which it relates.**
  - Sch.2 prescribes the requirements for QLTAs for which public notice is required
  - Sch.4 prescribes the requirements for qualifying works for which public notice is required (Pt 1) and for which public notice is not required (Pt 2).

- **Most common for private landlords:**
  - Works: Sch 4 Part 2
  - QLTAs: Sch 1

Consultation Process – Overview (1)

- **Stage 1: Notice of Intention**
  - Describe the proposed works/QLTAs and explain why
  - Invite written observations within the 30-day relevant period
  - Invite nominations of contractors
  - State how/where documents may be inspected
  - Give an address for service of observations
  - Serve on each contributing tenant and any recognised tenants' association

- **Stage 2: Estimates/Proposals**
  - Obtain estimates including any tenant-nominated firm(s) (if reasonably obtainable) and at least one from an unconnected contractor.
  - Provide a statement/summary of estimates (or proposals for QLTAs), each tenant's estimated contribution, and invite 30-day observation

Consultation Process – Overview (2)

- **Stage 3: Notice of Reasons**
  - Only if you don't choose the lowest tender or a leaseholder-nominated contractor
  - Landlord serves this notice within 21 days of awarding the contract, explaining their choice and summarizing leaseholder feedback

- **Practical tips**
  - Maintain a consultation file (notices, observations log, tender analysis, reasons) – will be useful evidence later down the line
  - Proof of service is essential – deemed service provision in lease
  - Re-consult if there are material scope or pricing changes or undue delay.
  - Avoid bundling unrelated items into one “set” or splitting one project to avoid thresholds.

Dispensation from consultation requirements – s.20ZA 1985 Act

- **Prospective or retrospective**
- **Test = Have, or will, the leaseholders suffer relevant prejudice?**
  - *Daejan Investments Ltd v Benson* [2013] 1 WLR 854. Supreme Court decision. Lord Neuberger at paragraph 44
  - The purpose of is to ensure that tenants are protected from paying for inappropriate works or from paying more than would be appropriate.
  - Main question is what extent, if any, to which the leaseholders had been prejudiced by the failure to comply with the consultation requirements
  - Dispensation should not be refused solely because the landlord seriously breached or departed from the consultation requirements.
  - It is possible for a landlord who deliberately decides not to follow the consultation requirements to obtain a dispensation.

- **Not the test:**
  - Urgency of works or agreement – background, but not the test
  - S.27A reasonableness considerations UNLESS interacts with financial prejudice – "works are too expensive because you didn't choose the contractor nominated by the tenant, who was cheaper, and didn't give any reasons for why you didn't choose that contractor"

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Dispensation from consultation requirements – s.20ZA 1985 Act

- **Burden is on the tenant to establish prejudice, then for landlord to rebut:** *Jastrzembski v Westminster City Council* [2013] UKUT 284 (LC) at [51]

- **The question is what, if anything, would the leaseholders have done differently if a consultation had been completed – see** *Aster Communities v Chapman* [2021] 4 WLR 74

- **Relevant prejudice = financial**

- **Can be subject to conditions – linking back to the financial prejudice**
- These may only be imposed where it is appropriate to do so and where it would be "reasonable" to grant dispensation only if the landlord accepts certain conditions. They have to relate back to the prejudice suffered by the leaseholders: *Daejan* at [65], [67-9].
- Judge Cooke in *Holding & Management (Solitaire) Limited v Leaseholders of Sovereign View* [2023] UKUT 174 (LC) at [21] conditions must be relevant and appropriate; relevant conditions would address the relevant prejudice to the leaseholders.

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Dispensation – procedure and practical tips

- **First-tier Tribunal (Residential Property)**
- **Prescribed application form: Leasehold Form 5 – available online**
- **Statement of Case**
- **Set out in detail all of the steps which have been taken – whether they are formal consultation steps or informal**
  - Evidence of these steps – e.g. letters, email chains, leaflets, notices, notice boards in the property
  - Report showing that the works need to be done
- **Directions from the Tribunal**
- **On the papers or with a hearing**
  - Listed for a hearing without asking for one - what more does the Tribunal want to know?
  - Virtual hearing to encourage leaseholder participation

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Q&A

Please enter any questions you may have in the Q&A section.

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Thank you for joining!

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