Y TRIBIWNLYS EIDDO PRESWYL

RESIDENTIAL PROPERTY TRIBUNAL

LEASEHOLD VALUATION TRIBUNAL

Reference: LVT/0044/03/24

In the Matter of: 16 Dyffryn Place, Caerau, Maesteg, CF34 0UB

In the matter of Applications under Section 19, 27A and Section 20C of the Landlord and Tenant Act 1985

APPLICANT: Mr R Jones and Mrs S Jones (Mrs S Jones was not in attendance)

RESPONDENT: Valleys 2 Coast Housing

REPRESENTATIVES: Mr Joshua Haran, Counsel for the Respondent
Ms Aisling Brewers, Capital Law (Respondent)
WITNESS: Mr Kieran Bertram-Jones (Respondent)
OBSERVERS: Mr Owen John, Capital Law
Emma Howells, Valleys to Coast
Emma Selby, Valleys to Coast
Tia Walters, Valleys to Coast

TRIBUNAL: Tribunal Judge Kelly Byrne
Mr Kerry Watkins, Surveyor Member
Mrs Carole Thomas, Lay Member

VENUE: Oak House, Cleppa Park, Newport

DATE OF HEARING: 9th August 2024

DECISION

The Tribunal:

1. **Dismisses the Applicant's application under Section 27A of the Landlord and Tenant Act 1985 in respect of the challenge of the service charge of £6,519.80 as a contribution to the payment of a replacement roof being unreasonably incurred.**

2. **Concludes that the service charge demand dated 31st January 2024, demanding the payment of £6,519.80 does not comply with section 21B(2) of the Landlord and Tenant Act 1985 and the Service Charges (Summary of Rights and Obligations, and Transitional Provisions) (Wales) Regulations 2007. It is therefore not a valid demand.**

3. **The costs incurred by the Respondent in connection with these proceedings are recoverable by way of the service charge payable under the Lease, they shall be regarded as relevant costs to be taken into account in determining the amount of any such service charge.**

Background

1. On 27th February 2024, Mr. Robert Jones and Mrs. Sandra Jones ("the Applicants"), submitted an application to the Tribunal under s.27A and S.20C of the Landlord and Tenant Act 1985 ("the 1985 Act") in respect of their property 16 Dyffryn Place, Caerau, Maesteg, CF34 0UB ("the property"). The application is against Valleys 2 Coast Housing ("the Respondents"), who are the Landlords under the Lease.

2. The Property is held subject to the terms of a lease agreement dated 1st October 1987, which was granted to the Applicants by The Council of The Borough of Ogwr ("the Lease"). The Respondent became the landlord under the Lease when the freehold of the premises was transferred to the Respondent on 3rd May 2005.

3. The Applicants seek to challenge the service year of 2023 in respect of the sum of £6,519.80 demanded by the Respondent for a roof replacement at the premises.

Site inspection

4. On 7th August 2024, a site inspection was undertaken by the Surveyor Member, Mr Watkins, the Applicant, Mr Jones was also present.

Description

5. The subject property is a first-floor self-contained flat which forms part of a two-storey staggered terrace in a small infill development of 18 units, which apparently were constructed on behalf of Bridgend County Borough Council or their predecessors and is situated on the outskirts of Caerau.

6. The walls are primarily finished with facing brickwork together with small areas of render and cladding, all beneath a simple pitched and tiled roof coverings. Guttering and downpipes are primarily of black pvc. Extending above the pitched roof of the subject flat is a single brick-built chimney stack with a concrete capping and lead flashings.

7. Access to the subject flat is via a timber staircase with a steeply pitched roof above which has a covering of mineralised felt

The law

8. s.19 *of the Landlord and Tenant Act 1985 states*

> ***Limitation of service charges: reasonableness.***
> (*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 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.*

(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.

9. *Section 27A of the Landlord and Tenant Act 1985 states:*

Liability to pay service charges: jurisdiction
(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.

(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).

(7)The jurisdiction conferred on the appropriate tribunal in respect of any matter by virtue of this section is in addition to any jurisdiction of a court in respect of the matter.

10. ***Section 20C of the Landlord and Tenant Act 1985 states that****:*

"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 leasehold valuation tribunal,…….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."

The application in the case of proceedings before a Leasehold Valuation Tribunal is to be made to the Tribunal before which the proceedings are taking place, and the Tribunal may make such an order on the application as it considers just and equitable in the circumstances.

11. ***21B of the Landlord and Tenant Act 1985 states that****:*
Notice to accompany demands for service charges

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

The Lease

12. Service Charge provisions

Clause 5(2) *To pay to the Council upon demand without any deduction the further sums being a proportionate part of the reasonable expenses and outgoings incurred by the Council in the repair maintenance renewal and insurance of the building and in respect of the other matters specified in the Third Schedule hereto together with such sums as the Council or its Borough Treasurer may demand by way of reasonable provision for anticipated expenses and outgoings not yet incurred or paid for all such further sums (hereinafter called "the service charge")*

13. Clause 5 (2)(B) *The amount of the: service charge shall be ascertained annually and certified in a certificate (hereinafter called "the Certificate") signed by the Council's Borough Treasurer or (at the discretion of the Council) by some other duly authorised officer of the Council or by its managing agents acting as experts and not as arbitrators and so soon after the end of the Council's financial year as may be practicable and shall relate to such year in manner hereinafter mentioned*

14. Clause 5 (2)(E) *The certificate shall contain a summary of the Council said expenses and outgoings incurred by the Council during the Council's financial year to which it relates together with a summary of the relevant details and figures forming the basis of the service charge and the certificate (or a copy thereof duly certified by the person by whom the same was given) shall be conclusive evidence for the purpose hereof of the matters which it purports to certify*

15. Clause 5(2)(A) *The Tenant shall not be required to contribute to the cost of repairing or the making good of any structural defect in the building or of insuring against risks involving such repair or the making good of such defect unless: - (i) he was prior to the granting of this Lease notified in writing of its existence or (ii) the Council did not become aware of such defect earlier than then years after the granting of this Lease.*

The Hearing

16. On 9th August 2024, the Tribunal convened at Oak House. Mr Jones was in attendance to represent himself and his wife as the Applicants; the Respondents were represented by Counsel, Mr Haran.

17. It was clarified with the Applicant, that the application before the Tribunal solely related to the service charge year of 2023 and was only in respect of the service charge demand of £6,519.80 in relation to a replacement roof at the premises. The Applicant submitted that these works were unnecessary, and the costs were unreasonable.

18. The Tribunal had before it a 236-page bundle, which had been agreed between the parties. In this decision, where the page number of the bundle is referred to, it will be indicated between two square brackets i.e. [ ].

19. The Applicant submitted that he could not understand how the Respondent had reached the figures that were being demanded of him for the payment of the roof. The Applicant was referring to an A3 size document, which contained a breakdown of the costs of the roof replaced between flats 15 and 16 at Dyffryn Place. This document had not previously been provided to the Tribunal. Counsel for the Respondent advised that he had copies of the document, as he had anticipated that the Applicant might refer to the same.

20. Copies of this additional evidence was provided to the Tribunal, having considered the contents, the Tribunal resolved to allow this additional document into evidence, given it was relevant to the issues before the Tribunal and that neither party would be prejudiced by its admittance. The Tribunal do however note that this document should have been provided by the parties earlier than the day of the hearing for consideration by the Tribunal, as it was clearly relevant.

21. The Applicant advised the Tribunal that on the 16th August 2022, he received a letter from the Respondents, advising him that major works were required to the building, in the form of a roof replacement [p.271]. The letter enclosed a Notice of intention to carry out works as required under s.20 of the 1985 Act. It advised the Applicant that he had 35 days to respond to the consultation.

22. The Applicant did respond, in writing on 18th August 2022 to the s.20 consultation, stating that it was not the right time to make people pay additional costs and that his roof was perfectly fine. He did not want to pay for something that was not required. He wrote further to the Respondent (undated), advising that he did not have money to pay for a new roof given the financial climate and again advised that his roof was in good order [p.218].

23. The Applicant further advanced his argument that the roof did not need repairing, in his oral submissions he stated that in his opinion the roof was in sound condition. He has not experienced roofing issues in 20 years. He was challenged on this by Counsel for the Respondent and referred to a service charge demand from 1st April 2020 to 31st March 2021 [p.30-45] and more specifically to p.33, which lists several roof repairs being carried out during this period. Indicating that this demonstrated that his roof needed repairing.

24. The Applicant stated that he could not recall any of the repairs being carried out to his premises during this period. It later became apparent having heard the evidence of the Respondent witness Mr. Bertram-Jones, who is Head of Customer Income for the Respondent company, that these repairs related to the whole of the site and not just the roof of the premises.

25. He was critical of the Respondent for the lack of communication. This was challenged by Counsel for the Respondent who referred him to letter dated 18th August 2022 [p.217-219]

26. Counsel for the Respondent took the Applicant and the Tribunal through the various correspondence that had been sent to the Applicant, regarding the roof replacement.

27. On 16th November 2022, the Respondents provided the Applicant with the proposal of works and estimated costs from 3 contractors [221-224]. They advised him that his estimated proportion would be £7,252.41. This notification allowed the Applicant to provide a response to the notice of estimates by 23rd December 2022.

28. On 23rd December 2022 the Respondents notified the Applicant that the contract had been awarded to a contractor and the reasons for this.

29. On 22nd February 2023, the Applicant wrote to the Respondent, stating that it was his final protest to having his roof renewed. He states that he has been advised that his roof is in very good condition, and he advised the Respondent of his financial situation given that he is a pensioner. This was acknowledged by the Respondent, advising that they would discuss any impacts on the premises.

30. The Applicant advised the Tribunal that around March/April 2023, there was a leak in the roof at the premises. He was referred to a letter dated the 20th March 2023 [p.231], referencing the leak and he accepted that it must have taken place around this date. This leak resulted in the Applicant having to move out of the property for 6 weeks.

31. In a letter dated 30th March 2023 [p.233], the Applicant advised the Respondent that the leak was not down to wear and tear, but poor workmanship and that he would be making a claim for compensation. The Applicant made further submissions regarding this during the hearing, stating that it was due to the works being undertaken. He was challenged on this by Counsel for the Respondent, who submitted that works had not been carried out on the premises at the time of the leak.

32. On or around 16th June 2023, the floor space of the premises was measured by the Respondent, to apportion the cost of the roof replacement, in accordance with the provisions in the Lease.

33. The Applicant referred the Tribunal to the photographs of the roof [p.173-177] and advised that these were not photographs of his roof, but flats 1-6 Dyffryn Place, as set out in the Condition Report of John Corbett, Senior Project Officer [p.168]. This is accepted by the Respondent, who advised that they inspected this roof as a sample.

34. The Applicant took particular issue with the cost of the scaffolding, which in his opinion was unreasonable.

35. The Applicant requested that the Tribunal admit late evidence in the form of some information downloaded from the internet on the cost of roof repairs, this was objected to by Counsel for the Respondent, as they had not had opportunity to see this evidence and submit evidence in rebuttal.

36. The Tribunal adjourned for a short period to discuss the admission of this evidence.

37. The Tribunal disallowed the admittance of this documentation, as it was satisfied that the Applicant had received ample opportunity to submit such evidence in line with the directions or prior to the day of the hearing. Admitting such evidence at this stage could cause prejudice to the Respondent.

38. The Applicant clarified that he had no issue with the standard of the work of the replacement roof, but that his application related to need and the cost of the said replacement. Counsel for the Respondent asked the Applicant whether he was offered a payment plan to assist with the payment of the costs, which he accepted that he had been offered such a plan but had not taken up the offer.

39. The Applicant questioned why the contactor had been chosen given that they were not the lowest out of the 3 quotes obtained. The Respondent advised that they were chosen as they were already contracted to carry out work in respect of another site, which meant that they were charging a reduced management fee. The Tribunal queried whether the tender price only related to this site, as they had tendered for other sites at the same time. It sought clarification that the figure of £123,154.25, was not an apportionment of the overall costs, but cost specific to this site. This was confirmed by the Respondent.

40. The Tribunal inquired whether a breakdown of the quotes had been provided to the tenants or whether they were just given the totals. It was confirmed that the latter position was correct and that the reason for this was that the detailed breakdown was commercially sensitive as the contractors had provided it as part of the tender process.

41. Mr. Bertram-Jones, gave evidence to the Tribunal. He advised that the costs of the roof replacement had been apportioned to the tenants in accordance with the Lease, which apportions costs based on the floor space of the said flats. It was clarified with the Applicant that it was not the size of the roof space that dictated the apportionment of the service charge, but the floor space of the flat.

42. It was clarified with Mr. Bertram-Jones that when repairs were carried out to the roofs across the site, the tenants would not be notified unless the work was qualifying work under s. 20 of the 1985 Act i.e. over £250 per tenant. He confirmed that all the roofs on the site were replaced as the entirety was in disrepair and the roofs are interlinked.

43. In summary the Applicant sought clarification over what he owned as a tenant. He stated that no one had approached him regarding the inspection of the roof and that no meetings had taken place. That he felt forced into the position to appeal to the Tribunal as his concerns were not being addressed by the Respondent.

44. In summary Counsel for the Respondent addressed the Tribunal, he submitted that the Applicant was clearly confused over the ownership of the property and the difference between a freehold and leasehold. He submitted that the Lease is clear, there is a requirement to pay the service charge demand.

45. He stated that the Applicant had referred to Clause 5(2)(A) in their Schedule. The roof was not replaced due to a structural defect, the roof was in disrepair due to its age. Repair and renewal works are referenced in Clause 5(2) as being something with the Applicants must pay for via the service charge. That the roof was rotten and unrepairable, so needed to be replaced.

46. That the contractor engaged was cheaper over all due to bulk contracting and that the law states that you don't always have to go for the cheapest, it is what is reasonable. If the scaffolding is seen as excessive, it does not mean the whole of the costs are unreasonable as it is taken as a whole figure. He highlighted that the cost to the Applicant was less than the estimated costs that he was first provide with.

47. Section 21B(1) of the 1985 Act requires that 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, the form and content of which is prescribed by regulations made under section 21B(2). In the present case, the relevant provisions are the Service Charges (Summary of Rights and Obligations, and Transitional Provisions) (Wales) Regulations 2007 (the 2007 Regulations).

48. The Tribunal raised the issue with Counsel for the Respondent, regarding the wording of the rights and obligations which accompanied the service charge demand dated 31st January 2024 [p.160-165]. Counsel submitted that the wording was in accordance with the 2007 Regulations. He was specifically referred to paragraph 6 of the rights and obligations document and the reference to the First-tier Tribunal and asked how this accorded with the 2007 Regulations. Counsel made some submissions in respect of this.

49. The Tribunal went on to hear representations from the Applicant on why they should make a s.20C 1985 Act order. He stated that he thought it was unreasonable for the legal costs to be attributed to the service charge.

50. Counsel for the Respondent referred the Tribunal to the case of **Firstport Property Ltd v Various Leaseholders of Switch House [2023] UKUT 219 (LC).** He submitted to recover the legal costs was permissible under Schedule 3, paragraph 12 of the Lease

"Council's expenses and outgoings and other heads of expenditure in respect of which tenant is to pay a proportionate part way of service charge"

"Any expenses costs or fees incurred by the Council under or in relation to Section 136 or Schedule 19 of the Act (or any enactment modifying or replacing the same) in respect of the demised premises or the building (or any part thereof) and any expense costs or fees incurred by the Council under in relation to or howsoever arising out of any arbitration or contemplated proceeding or dispute between any two or more of the Council the Tenant and the tenant (under a lease granted pursuant to Chapter 1 of Part 1 of the Act) of any other flat in the building relating or incidental to the provisions of sub-clauses 5(2) or 7(i) of this Lease or of paragraph 2 of the First Schedule of this Lease or of this Schedule (or the equivalent provisions of any lease granted pursuant to Chapter 1 of Part 1 of the Act of any other flat in the building)"

Decision

51. Having considered the written and oral evidence before it, the Tribunal made the following decision.

52. The Respondent notified all tenants on the 16th August 2022, advising them that major works were required on the building, in the form of a roof replacement [p.271]. The letter enclosed a Notice of intention to carry out works as required under s.20 of the 1985 Act. It advised the Applicant that he had 35 days to respond to the consultation.

53. As the contribution expected to be paid by the tenants exceeded the threshold of £250, s.20 of the 1985 Act and the Service Charges (Consultation Requirements) (Wales) Regulations 2004 ("the 2004 Regulations") must be complied with. They set out the consultation requirements that must be adhered to where qualifying works are to be undertaken.

54. Having considered the relevant documentation provided to the Applicant regarding the roof replacement, which is deemed to be qualified works, the Tribunal is satisfied that the consultation has been undertaken correctly, as set out in Schedule 3 to the 2004 Regulations.

55. The Tribunal note the representations of the Applicant that the roof to his premises was sound and did not need replacing, however he provided no evidence to support his claim. The Tribunal had evidence before it, in the form of a Condition Report, by John Corbett, which sets out that the roof was in a poor state of repair and required a roof replacement. It is accepted by the Respondent that the photographs within the report are not that of the premises, but of another roof within the block of properties. The Tribunal heard evidence that this roof was inspected as a sample roof, which would determine the scope of the works needed for the rest of the blocks.

56. The Respondent undertook a procurement exercise to find a contractor to undertake the works, this resulted in 3 quotes having been provided. It is accepted by the Respondent that they did not pick the cheapest quote, and the Tribunal heard evidence as to the reasons for this. The Tribunal must consider whether the service charge was reasonably incurred, which does not mean that the Respondent necessarily have to choose the cheapest quote **London Borough of Hounslow V Waaler [2017] EWCA Civ 45.**

57. The Tribunal must also be satisfied that the works are of a reasonable standard. The Applicant takes no issue with the standard of the works and the Tribunal has not seen or heard any evidence that would suggest that the roof replacement has not been done to a reasonable standard. The Tribunal therefore is satisfied that the work is of a reasonable standard.

58. Turning to whether the service charge costs were reasonably incurred, the burden is on the Applicant to establish a prima facie case that the service charge is unreasonable and not payable. The Tribunal has not been provided with any evidence by the Respondent to establish a prima facie case and therefore finds that the service charge of £6,519.80 has been reasonably incurred.

59. In considering the service charge demand dated 31st January 2024 for £6,519.80 [160-165], the Tribunal has concluded that the rights and obligations attached to this service charge is not in compliance with s.20 of the 1985 Act and the 2007 Regulations. Regulation 3 of the 2007 Regulations set out specific wording in Welsh and English which must be provided with a demand for payment (Appendix 1). As stated above, one such instance is that the rights and obligation refer to the First-Tier Tribunal, when they should refer to the Leasehold Tribunal. This is not the only instance where the rights and obligations do not comply with the 2007 Regulations. At paragraph 5 there is no reference to the fee payable in making the application to the Tribunal, namely that it would not exceed £500. In paragraph 6 there is reference to the Tribunal being able to award costs under Section 29 of the Tribunals, Courts and Enforcement Act 2007, which is in correct. There are other instances where the rights and obligations do not comply with the 2007 Regulations, which are not detailed further in this decision.

60. It is for this reason that the service demand dated 31st January 2024 does not fall to be paid in its current format as it is not a valid demand. Within the bundle are other service charge

demands, they are outside the scope of this application, so have not been considered regarding their compliance with the 2007 Regulations.

61. An application was made by the Applicant under s.20c of the 1985 Act, namely that the legal costs arising out of these proceedings should be attributed to the service charge as allowed under the Lease (set out above). The Tribunal have considered the representations from both parties, together with the terms of the Lease.

62. The Applicant did not provide evidence to challenge the unreasonableness of the service charge, such as comparable quotes. The Tribunal feels that there was a misunderstanding by the Applicant over the difference between a freehold and leasehold property.

63. The Tribunal has considered the case of **Firstport Property Ltd v Various Leaseholders of Switch House [2023] UKUT 219 (LC).** The Tribunal does not feel that it would be just and equitable in all of the circumstances to prevent the Respondent recovering the costs of these proceedings via the service charge.

64. The application under s.20C is therefore refused.

Dated this 25th day of September 2024

Tribunal Judge K Byrne

Appendix 1

Regulation 3 of the The Service Charges (Summary of Rights and Obligations, and Transitional Provisions) (Wales) Regulations 2007

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, and must contain —

(a)the title "Taliadau Gwasanaeth — Crynodeb o hawliau a rhwymedigaethau tenantiaid / Service Charges — Summary of tenants' rights and obligations"; and

(b)the following statement —

"(1) Rhaid yn ôl y gyfraith i'r crynodeb hwn, sy'n gosod yn gryno eich hawliau a'ch rhwymedigaethau mewn cysylltiad â thaliadau sy'n amrywio am wasanaeth, fynd gyda galwad am daliadau gwasanaeth. Oni fydd crynodeb yn cael ei anfon atoch gyda'r alwad i dalu, gellwch ddal y taliad gwasanaeth yn ôl. Nid yw'r crynodeb yn rhoi dehongliad llawn o'r gyfraith ac os ydych mewn unrhyw amheuaeth ynglyn â'ch hawliau a'ch rhwymedigaethau dylech geisio cyngor annibynnol.

(2) Mae'ch les yn gosod eich rhwymedigaethau i dalu taliadau gwasanaeth i'ch landlord yn ychwanegol at eich rhent. Taliadau gwasanaeth yw symiau sy'n daladwy am wasanaethau, atgyweiriadau, cynnal a chadw, gwelliannau, yswiriant neu gostau'r landlord o ran rheolaeth, i'r graddau y mae'r costau hynny wedi'u dwyn yn rhesymol.

(3) Mae gennych hawl i ofyn i dribiwnlys prisio lesddaliadau benderfynu a ydych yn atebol i dalu taliadau gwasanaeth am wasanaethau, atgyweiriadau, cynnal a chadw, gwelliannau, yswiriant neu gostau'r landlord o ran rheolaeth. Gellwch ofyn naill ai cyn neu ar ôl i chi dalu'r tâl gwasanaeth. Os yw'r tribiwnlys yn penderfynu fod y tâl gwasanaeth yn daladwy fe all y bydd y tribiwnlys hefyd yn penderfynu—

(a)pwy ddylai dalu'r tâl gwasanaeth ac i bwy y dylid ei dalu;

(b)y swm;

(c)y dyddiad y daw'n daladwy; ac

(ch)sut y dylid ei dalu.

(4) Nid oes gennych yr hawliau ym mharagraff (3) fodd bynnag—

(a)pan fyddwch wedi cytuno ar fater neu wedi cyfaddef iddo;

(b)pan fydd mater wedi cael ei gyfeirio i gymrodedd, neu y bydd yn cael ei gyfeirio felly, neu pan fydd wedi cael ei benderfynu drwy gymrodedd a chwithau wedi cytuno i fynd i gymrodedd ar ôl i'r anghytundeb ynglyn â'r tâl gweinyddol godi; neu

(c)pan fydd llys wedi penderfynu ar fater.

(5) Os yw'ch les yn gadael i'ch landlord adennill costau a dducpwyd mewn achos cyfreithiol neu y dichon y bydd yn eu dwyn felly fel taliadau gwasanaeth, gellwch ofyn i'r llys neu'r tribiwnlys y ducpwyd yr achos hwnnw ger ei fron i ddatgan na chaiff eich landlord wneud hynny.

(6) Pan fyddwch yn ceisio penderfyniad gan dribiwnlys prisio lesddaliadau bydd rhaid i chi dalu ffi ar gyfer gwneud cais, ac os bydd y mater yn mynd ymlaen am wrandawiad, ffi gwrandawiad, oni fyddwch yn gymwys i gael hepgor neu ostwng y ffi. Ni fydd cyfanswm y ffioedd taladwy i'r tribiwnlys yn fwy na £500, ond gall costau ychwanegol, megis ffioedd proffesiynol, ddeillio o wneud cais, a dichon mai chi fydd raid eu talu.

(7) Mae gan dribiwnlys prisio lesddaliadau y pwer i ddyfarnu costau, heb fod yn uwch na £500, yn erbyn parti mewn unrhyw achos—

(a)pan fydd yn gwrthod mater oherwydd ei fod yn wacsaw, yn flinderus neu'n gamddefnydd o'r broses gyfreithiol; neu

(b)pan fydd o'r farn fod parti wedi gweithredu'n wacsaw, yn flinderus, yn ddifrïol, yn stwrllyd neu'n afresymol.

- Mae gan y Tribiwnlys Tiroedd bwerau cyffelyb pan fydd yn clywed apêl yn erbyn penderfyniad gan dribiwnlys prisio lesddaliadau.

(8) Os yw'ch landlord—

(a)yn bwriadu gwneud gwaith ar adeilad neu unrhyw fangre arall a fydd yn costio mwy na £250 i chi neu i unrhyw denant arall; neu

(b)yn bwriadu gwneud cytundeb am waith neu wasanaeth a fydd yn para yn hwy na 12 mis ac a fydd yn costio mwy na £100 mewn unrhyw gyfnod cyfrifo o 12 mis i chi neu unrhyw denant arall,

bydd eich cyfraniad wedi'i gyfyngu i'r symiau hyn oni fydd eich landlord wedi ymgynghori'n briodol ar y gwaith a fwriedir neu ar y cytundeb neu bod tribiwnlys prisio lesddaliadau wedi cytuno nad oes angen ymgynghoriad.

(9) Mae gennych hawl i wneud cais i dribiwnlys prisio lesddaliadau i ofyn i'r tribiwnlys benderfynu a ddylid amrywio eich les ar y sail nad yw'n darparu'n foddhaol ar gyfer cyfrifo tâl gwasanaeth sy'n daladwy o dan y les.

(10) Mae gennych hawl i ysgrifennu at eich landlord i ofyn am grynodeb ysgrifenedig o'r costau sy'n ffurfio'r taliadau gwasanaeth. Rhaid fod y crynodeb yn—

(a)cwmpasu'r cyfnod diwethaf o 12 mis a ddefnyddwyd i wneud y cyfrifon sy'n ymwneud â'r tâl gwasanaeth sy'n dod i ben dim hwyrach na dyddiad eich cais, pan fo'r cyfrifon wedi'u gwneud am gyfnodau o 12 mis; neu

(b)cwmpasu'r cyfnod o 12 mis sy'n dod i ben ar ddyddiad eich cais, pan na fo'r cyfrifon wedi'i gwneud am gyfnodau o 12 mis.

- Rhaid i'r crynodeb gael ei roi i chi o fewn mis i'ch cais neu o fewn 6 mis i ddiwedd y cyfnod y mae'r crynodeb yn ymwneud ag ef, p'run bynnag yw'r diweddaraf.

(11) Mae gennych hawl, o fewn 6 mis o gael crynodeb ysgrifenedig o'r costau, i'w gwneud yn ofynnol i'r landlord ddarparu i chi gyfleusterau rhesymol i edrych ar y cyfrifon, y derbynebau a dogfennau eraill sy'n cefnogi'r crynodeb ac i wneud copiau neu ddetholiadau ohonynt.

(12) Mae gennych hawl i ofyn i gyfrifydd neu syrfëwr i wneud archwiliad o reolaeth ariannol y fangre sy'n cynnwys eich annedd er mwyn sefydlu rhwymedigaethau eich landlord, ac i ba raddau y mae'r taliadau gwasanaeth a delir gennych yn cael eu defnyddio'n effeithiol. Bydd a ellwch arfer yr hawl hwn ar eich pen eich hun neu'n unig gyda chefnogaeth eraill sy'n byw yn y fangre yn dibynnu ar eich amgylchiadau. Fe'ch cynghorir yn gryf i geisio cyngor annibynnol cyn arfer yr hawl hwn.

(13) Efallai bod eich les yn rhoi hawl i'ch landlord gael ail-fynediad neu gymryd yn fforffed os ydych wedi methu talu taliadau sy'n briodol ddyledus o dan y les. I arfer yr hawl hwn fodd bynnag rhaid i'r landlord gwrdd â'r holl ofynion cyfreithiol a sicrhau gorchymyn llys. Dim ond os byddwch wedi cyfaddef eich bod yn atebol i dalu'r swm, neu os bydd llys, tribiwnlys, neu broses gymrodeddu wedi dyfarnu'n derfynol fod y swm yn ddyledus y rhoddir gorchymyn llys. Mae gan y llys ddisgresiwn eang wrth roi gorchymyn o'r fath a bydd yn cymryd ystyriaeth o holl amgylchiadau'r achos.

(1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.

(2) Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord’s costs of management, to the extent that the costs have been reasonably incurred.

(3) You have the right to ask a leasehold valuation tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine —

(a)who should pay the service charge and to whom it should be paid to;

(b)the amount;

(c)the date it should be paid by; and

(d)how it should be paid.

(4) However, you do not have the rights in paragraph (3) where —

(a)a matter has been agreed or admitted by you;

(b)a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; or

(c)a matter has been decided by a court.

(5) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.

(6) Where you seek a determination from a leasehold valuation tribunal, you will have to pay an application fee and, where the matter proceeds to a hearing, a hearing fee, unless you qualify for a waiver or reduction. The total fees payable will not exceed £500, but making an application may incur additional costs, such as professional fees, which you may also have to pay.

(7) A leasehold valuation tribunal has the power to award costs, not exceeding £500, against a party to any proceedings where—

(a)it dismisses a matter because it is frivolous, vexatious or an abuse of process; or

(b)it considers a party has acted frivolously, vexatiously, abusively, disruptively or unreasonably.

- The Lands Tribunal has similar powers when hearing an appeal against a decision of a leasehold valuation tribunal.

(8) If your landlord—

(a)proposes works on a building or any other premises that will cost you or any other tenant more than £250, or

(b)proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period,

your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or a leasehold valuation tribunal has agreed that consultation is not required.

(9) You have the right to apply to a leasehold valuation tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(10) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

(a)cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or

(b)cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.

- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(11) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(12) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(13) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case."