Residential Property Tribunal for Wales
Y Tribiwnlys Eiddo Preswyl
Leasehold Valuation Tribunal

Reference LVT/0008/05/26

In the matter of Flat 5, 40 Bath Road, Rhyl LL18 3LU
And in the matter of an application under s27A, s19 and s20C of the Landlord and Tenant Act 1985

Applicant: Lesley Gurnell

Respondent: Praxis Block Management

Tribunal panel: Trefor Lloyd -Tribunal Judge
Hefin Lewis FRICS – Surveyor member

The matter was dealt with on the papers on the 29th of September 2026

Decision

The tribunal finds that the items listed in the schedule to this decision are recoverable under the lease but for the reasons as set out in this decision are not reasonable and as such are to be refunded to the Applicant in the total sum of £2,720.77. The Applicant's separate claims for a refund of the application fee together with a claim of £500 costs are dismissed.

A section 20C order is made

1. The freehold interest in the property known as 40 Bath Street Rhyl (the Property) is vested in the Respondent. The Property is divided into 6 flats. The Applicants is the owner of Flat 5.

2. The flat is held under a lease dated the 22nd of November 2007 for a term of 125 years commencing on the 1st of January 2007. The Applicant does not occupy the flat.

3. This initial application related to the service charge demand relating to the cost of major works amounting to in the Applicant's case £22,687.90 plus additional associated charges of £2,720.77.

4. An undated and unsigned application in standard form LVT6 was received by the tribunal. The application specifies that the Applicant disputes the cost of the major works charged in 2023 and associated costs in 2026. The Applicant also seeks an order limiting the costs of the Respondent under section 20(c) of the 1985 Act. The Application form also included further submissions relating to Section 15 of the Form. Having reviewed the papers standard directions were made identifying the issues to be determined as follows:

i) The service and administration charge for the service charge years
ii) Whether the requirements of section 21B of the 1985 Act have been complied with and the service and administration charges have been properly demanded
iii) Whether the costs are payable by reason of section 20B of the 1985 Act
iv) Whether administration fees claimed are reasonable and payable
v) Whether an order under section 20C of the 1985 Act should be made.

5. The reference to the 1985 Act means The Landlord and Tenant Act 1985 and will be referred to as 'the Act' for the purposes of this decision.

Section 20C
20C Limitation of service charges: costs of proceedings.
(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 leasehold valuation tribunal or the First tier 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 the county court; in the case of proceedings before a residential property tribunal, to a leasehold valuation tribunal;
(b) in the case of proceedings before a leasehold valuation tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any leasehold valuation tribunal; in the case of proceedings before the First-tier Tribunal, to the 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 the 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.

6. The Seventh Schedule sets out the 'Covenants by the Lessee', one of which is 'To pay to the Lessor the Lessee's Proportion of the Service Charge at the times and in the manner herein provided and without any deductions.'

7. The original leases provided that the lessees were each to pay one fourteenth of the Maintenance Expenses. However, a Deed of Variation has been executed by each flat owner, on various dates, whereby each lessee is to pay one sixth of the Maintenance Expenses. There is no dispute that the Service Charge is shared in that proportion between the lessees.

8. The Application initially progressed slowly. By way of an email dated the 30th of June 2026 the Respondent suggested that the service charge issue relating to the major works had been resolved in earlier proceedings under reference LVT/0046/12/24. That application had been made jointly between the other 5 leaseholders within the building. A Case Management Conference was

convened on the 31st of July 2026. The Respondent did not attend and the Applicant was represented by her son Carl Gurnell. At that stage it became clear that the applicant had not been copied into the emails the Respondent had sent and was unaware of the earlier hearing. As a consequence of that decision handed down on the 28th of March 2026 it had been determined that the individual leaseholders liability was £11,579.35. Permission to appeal that decision was refused and we are unaware of any further application for permission to appeal being made to the Upper Tribunal.

9. Further directions were made to ascertain the parties position. The Respondent was asked to confirm if it relied upon the decision in the earlier proceedings in relation to the service charge for the major works and if so was directed to provide further and better particulars re the additional costs including copy invoices and complete the relevant sections of the Scott Schedule. In addition, the Applicant was asked to confirm if she wanted to proceed with the entire application or only issues relating to the additional costs.

10. This eventually resulted in agreement being reached between the Applicant and Respondent that the service charge amount properly payable for the major works was £11,579.35 and in due course by 20th August 2026 the applicant was refunded the overpayment relating to this aspect of the application. The parties were also permitted to file and serve submissions on any outstanding issues by the 4th of September 2026.

11. As a consequence, the only live issues revolved around the additional costs of £2,720.77. Parties were given leave to file and serve further submissions.

12. The Applicant filed and served her submissions on the 3rd of September 2026 whereas the Respondent did not do so until the 8th of September 2026.

13. It is clear when all of the Applicant's submissions are considered that the additional costs can be broken down as follows:

    £200 BM Investigation Fee
    £500 GSL Administration Fee
    £300 Landlord Compensation Fee
    £480 Pre Legal Fee
    £1,240.77 Enforcement / Debt Recovery

14. In addition, the Applicant seeks a refund of the tribunal fees and a costs award of £500 submitting in that regard that the Respondent acted unreasonably. In this regard the applicant makes reference to the FTT rules in England which are not appliable in Wales.

15. In summary the Applicant says the initial demand was for a sum of £22,687.90 in relation to the major works. The applicant disputed this amount and repeatedly sought clarification and supporting documentation as to how the costs have been incurred. She was not aware of the previous decision. Despite the reduced liability as a consequence of the decision the Applicant

continued making payments towards the account and continued to seek clarification so as to be able to understand the amount properly due. Recovery action was taken despite the earlier application culminating in a far lesser sum being eventually due in respect of the major works.

16. As a consequence, the Applicant asks the tribunal to consider the reasonableness and recoverability in relation to the broken down sums as set out above

17. In terms of the £200 BM investigations fee, the £500 GSL administration fee and the £300 landlord compensation fee, all of which have been paid, the Applicant seeks evidence of the contractual legal basis upon which the same were imposed together with details as to the work undertaken together with the basis for the £300 landlord compensation fee.

18. In addition, the applicant takes issue with the £480 pre-legal fee and the £1240.77 debits recovery / enforcement charges again all of which have been paid. The substance of the Applicant's argument is that at all times she was actively engaging with the Respondent and making substantial payments towards the major works account and despite this the Respondent did not provide any information. We are invited to consider whether all the payments were properly authorised reasonably incurred and recoverable under the lease including whether it was reasonable to incur and pursue recovery of those charges in the circumstances of this instant case.

19. The applicant also makes reference to the Respondent's failure to provide supporting evidence and documentation and its failure to attend a case management hearing.

20. Conversely, the Respondent maintains the adjustments subsequently made in relation to the major works by itself is not conclusive of recoverability / refund of the other costs. In terms of the tribunal fee and costs the Respondent invites us to determine against the applicable Welsh Tribunal powers and not the First Tier Tribunal rules. At the end of the submissions the Respondent seeks a further 14 day period to file and serve some additional responses.

21. After the tribunal office closed on the 28th of September 2026 the Respondent sent in further submissions by e-mail. Although strictly speaking they were filed and served late given the request in the earlier submissions for a further 14 days to provide a further consolidated account we considered it appropriate to consider those submissions. They are set out as follows;

    (i) The Applicant's Account was referred to PDC on the 4th of February the Applicant paid PDC on the 6th of April 2026.

    (ii) Paragraph 3 of Schedule 7 to the lease allows for costs, charges and expenses incurred in or in contemplation of proceedings to be recovered.

(iii) The subsequent payments made by the Applicant does not extinguish liability for the recovery of costs properly incurred beforehand.

(iv) Any consideration of a refund of tribunal fees and costs should be made in light of the applicable rules and by reference to conduct of the case.

Discussion

22. It is unsurprising that when the application was first made the main concentration was upon the sum demanded in respect of the major works. This service charge element has been agreed between the parties without any need for us to determine the same. Accordingly, we are now only tasked with dealing with the additional costs. Given these are not also levied at the other 5 leaseholders they are clearly variable administration charges as opposed to service charges that at all material times would be divided equally between all leaseholders.

23. The Directions issued on the 7th of May 2026 provided for such an eventuality by making reference to Administration Charges as well as Service Charges.

The law.

24. Under paragraph 5, Part 1 to schedule 11 of the Commonhold and Leasehold Reform Act 2002 the tribunal has jurisdiction to consider the payability of administration charges. The relevant paragraphs are set out below:

> **Meaning of "administration charge"**
>
> 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.

Reasonableness of administration charges

2A variable administration charge is payable only to the extent that the amount of the charge is reasonable.

Notice in connection with demands for administration charges

4(1) A demand for the payment of an administration charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to administration charges.

(2) The appropriate national authority may make regulations prescribing requirements as to the form and content of such summaries of rights and obligations.

(3) A tenant may withhold payment of an administration charge which has been demanded from him if sub-paragraph (1) is not complied with in relation to the demand.

(4) Where a tenant withholds an administration charge under this paragraph, any provisions of the lease relating to non-payment or late payment of administration charges do not have effect in relation to the period for which he so withholds it.

25. In accordance with 4(2) above the regulations that apply in Wales are to be found in the Administration Charges (Summary of Rights and Obligations (Wales) Regulations 2007.

26. In turn the regulations prescribe that a precursor to a valid claim for administration charges is compliance with consultation requirements being in summary to include a demand in both Welsh and English. A full copy of the Regulations is set out in Appendix 1 to this decision.

27. In addition, the onus is on a landlord / lessor to show that the administration charges incurred are reasonable in all the circumstances of the case.

Decision

28. There is no evidence before us as to compliance with any of the requirements as regards compliance with any pre-cursor consultation as referred to in paragraphs 25 and 26 above.

29. The absence of such evidence in itself is detrimental in relation to the Respondent's claim appertaining to the payability of the Administration charges in question that have been referred to in these proceedings as additional costs.

30. As such we can properly find as a fact that the additional costs being administration charges have not been properly demanded and as such are not payable and as a consequence are repayable.

31. Notwithstanding the above, for the sake of completeness, we have considered the merits of the application upon the hypothetical basis that the initial consultation requirements were met.

32. In this regard we have considered each additional charge separately as set out in paragraph13 above.

33. Before doing so, by way of findings of fact, we set out our chronology of events in relation to this matter of relevance to our deliberations as follows:

    a. Demands for the additional costs were made on the 4th of February 2026.

    b. Payments made by the Applicant on the 6th of April and confirmed as such by PDC on the 7th of April 2026 at which time the file was closed.

    c. A Hearing in relation to the Proceedings under reference LVT/0046/12/24 ("the Earlier Proceedings") instigated in relation to the other 5 leaseholders of the premises was heard by video link on the 3rd of February 2026.

    d. Decision in relation to the Earlier Proceedings handed down on the 23rd of March 2026.

34. As a result we find as a fact that, given the Respondent was aware of a dispute relating to the substantive major works service charge being in existence since at the very least being served with the Earlier Proceedings and subsequently further challenged by the Applicant and the fact the demands were made the day after the hearing in the Earlier Proceedings were heard in respect of which the Respondent was both aware and involved with, the tribunal finds that it was unreasonable to commence a course of action resulting in additional costs being incurred. This is especially so given its failure to initially engage in these proceedings and then rely upon the decision in the Earlier Proceedings to bring these Proceedings to an end.

35. We now turn to determine the individual Administrative charges paid by the Applicant in respect of which are reclaimed by way of the application made and deal with then in the order particularised within the documents filed at the tribunal as follows:

a. £200 BM Investigation Fee and £500 GSL Administration Fee
Despite Directions requesting evidence of the expense being incurred the Respondent has failed to provide such evidence.
As a result of the evidential burden resting with the Respondent as to the reasonableness of such a cost we are unable to conclude that such sum is reasonable and as a consequence disallow this cost and order it be refunded to the Applicant.

b. £300 Landlord Compensation Fee
Despite Directions requesting evidence of the expense being incurred the Respondent has failed to provide such evidence. As a result of the evidential burden resting with the Respondent as to the reasonableness of such a cost we are unable to conclude that such sum is reasonable and as a consequence disallow this cost and order it be refunded to the Applicant.
In addition, there is no identified provision within the applicable lease which now binds the Applicant and Respondent which provides for such a payment to be payable and reasonable.

c. £480 Pre Legal Fee and £1,240.77 Enforcement / Debt Recovery
Despite Directions requesting evidence of the expense being incurred the Respondent has failed to provide such evidence.
As a result of the evidential burden resting with the Respondent as to the reasonableness of such a cost we are unable to conclude that such sum is reasonable and as a consequence disallow this cost and order it be refunded to the Applicant.

36. In summary we disallow all the sums set out in paragraph 13 above and order the same are repaid / credited to the Applicant's service charge / administration charge account.

37. In relation to the Applicants stand-alone claim for a refund of the application fee, we have a wide discretion whereas in relation to any costs award our powers are governed by the Commonhold Leasehold Reform Act 2022 at Schedule 11 which provides as follows:

Costs

10(1) A leasehold valuation tribunal may determine that a party to proceedings shall pay the costs incurred by another party in connection with the proceedings in any circumstances falling within sub-paragraph (2).

(2)The circumstances are where—

(a) he has made an application to the leasehold valuation tribunal which is dismissed in accordance with regulations made by virtue of paragraph 7, or

(b) he has, in the opinion of the leasehold valuation tribunal, acted frivolously, vexatiously, abusively, disruptively or otherwise unreasonably in connection with the proceedings.

(3) The amount which a party to proceedings may be ordered to pay in the proceedings by a determination under this paragraph shall not exceed—

(a) £500

(b) such other amount as may be specified in procedure regulations.

38. Whilst the Earlier Proceedings determined a significant reduction in the service charge relating to the major items it did not rule it out completely and despite our findings in relation to the other costs in our view, the Respondent's conduct does not satisfy the high hurdle set out in paragraph 10(2)(b) of schedule 11 and as a consequence we dismiss the Applicants claim in this respect. Similarly, we do not consider it appropriate to refund the Applicant her application fee in this matter given the entire history to the case. Accordingly, the Applicants claim for a refund of fees is dismissed.

39. As regards a S20C Order we are mindful of the refusal to make one in the Earlier proceedings and in so far as the limited costs attributed to the service charge in these proceedings decline to make an Order. As regards the litigation fees relating to the other costs in these proceedings we make a S20C Order as it would not be appropriate for those costs to be reclaimed via a service charge claim given we have ordered that all the sums be repaid.

Dated this 12th day of October 2026

T Lloyd
Tribunal Judge

Appendix 1

Title, commencement and application

1.—(1) The title of these Regulations is the Administration Charges (Summary of Rights and Obligations) (Wales) Regulations 2007 and they come into force on 30 November 2007.

(2) These Regulations apply where, on or after 30 November 2007, a demand for payment of an administration charge(**4**) is served in relation to a dwelling(**5**) in Wales.

Form and content of summary of rights and obligations

2. The summary of rights and obligations which must accompany a demand for the payment of an administration charge must be legible in a typewritten or printed form of at least 10 point, and must contain—

(a)the title “Taliadau Gweinyddol – Crynodeb o hawliau a rhwymedigaethau tenantiaid / Administration 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 gweinyddol, fynd gyda galwad am daliadau gweinyddol. Oni fydd crynodeb yn cael ei anfon atoch gyda'r alwad i dalu, gellwch ddal y taliad gweinyddol yn ôl. Nid yw'r crynodeb yn rhoi dehongliad llawn o'r gyfraith ac os ydych mewn unrhyw amheuaeth ynglyn a'ch hawliau a'ch rhwymedigaethau dylech geisio cyngor annibynnol.
>
> (2) Taliad gweinyddol yw swm a all fod yn daladwy gennych fel rhan o'ch rhent yn uniongyrchol neu'n anuniongyrchol neu'n ychwanegol ato—
>
> - ar gyfer rhoi cymeradwyaeth dan les neu mewn cysylltiad â hynny;
> - ar gyfer darparu gwybodaeth neu ddogfennau neu mewn cysylltiad â hynny;
> - mewn cyslltiad â'ch methiant i wneud unrhyw daliad dyledus o dan eich les; neu
> - mewn cysylltiad â thorri cyfamod neu amod yn eich les.
> - Os ydych yn atebol i dalu taliad gweinyddol, nid yw'n daladwy ond i'r graddau y mae'r swm yn rhesymol.
>
> (3) Mae unrhyw ddarpariaeth a gynhwysir mewn dogfen yn rhoi les o dan yr hawl i brynu dan Ddeddf Tai 1985 sy'n honni gadael i'r landlord godi swm am ganiatâd neu gymeradwyaeth, yn ddi-rym.
>
> (4) Mae gennych hawl i ofyn i dribiwnlys prisio lesddaliadau a yw taliad gweinyddol yn daladwy. Gellwch ofyn naill ai cyn neu ar ôl i chi dalu'r tâl gweinyddol. Os yw'r tribiwnlys prisio'n penderfynu fod y tâl yn daladwy fe all y bydd y tribiwnlys hefyd yn penderfynu—
>
> - pwy ddylai dalu'r tâl gweinyddol ac i bwy y dylid ei dalu;

- y swm;
- y dyddiad y
- daw'n daladwy; a
- sut y dylid ei dalu.
- Nid oes gennych yr hawl hwn fodd bynnag—
    - pan fyddwch wedi cytuno ar fater neu wedi cyfaddef iddo;
    - 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'ch bod chi wedi cytuno i fynd i gymrodedd ar ôl i'r anghytundeb ynglyn â'r tâl gweinyddol godi; neu
    - pan fydd llys wedi penderfynu ar fater.

(5) Mae gennych hawl i wneud cais i dribiwnlys prisio lesddaliadau am orchymyn yn amrywio'r les ar y sail fod unrhyw daliad gweinyddol a bennir yn y les, neu unrhyw fformiwla a bennir yn y les ar gyfer cyfrifo taliad gweinyddol, yn afresymol.

(6) Pan fyddwch yn ceisio penderfyniad neu orchymyn 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—

- pan fydd yn gwrthod mater oherwydd ei fod yn wacsaw, yn flinderus neu'n gamddefnydd o'r broses gyfreithiol; neu
- 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) Efallai bod eich les yn rhoi hawl i'ch landlord ail-feddiannu 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 administration charges, must by law accompany a demand for administration charges. Unless a summary is sent to you with a demand, you may withhold the administration 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) An administration charge is an amount which may be payable by you as part of or in addition to the rent directly or indirectly—

- for or in connection with the grant of an approval under your lease, or an application for such approval;
- for or in connection with the provision of information or documents;
- in respect of your failure to make any payment due under your lease; or
- in connection with a breach of a covenant or condition of your lease.
- If you are liable to pay an administration charge, it is payable only to the extent that the amount is reasonable.

(3) Any provision contained in a grant of a lease under the right to buy under the Housing Act 1985, which claims to allow the landlord to charge a sum for consent or approval, is void.

(4) You have the right to ask a leasehold valuation tribunal whether an administration charge is payable. You may make a request before or after you have paid the administration charge. If the tribunal determines the charge is payable, the tribunal may also determine—

- who should pay the administration charge and to whom it should be paid;
- the amount;
- the date it should be paid by; and
- how it should be paid.
- However, you do not have this right where—
    - a matter has been agreed or admitted by you;
    - a matter has 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 administration charge arose; or
    - a matter has been decided by a court.

(5) You have the right to apply to a leasehold valuation tribunal for an order varying the lease on the grounds that any administration charge specified in the lease, or any formula specified in the lease for calculating an administration charge, is unreasonable.

(6) Where you seek a determination or order 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 to the tribunal will not exceed £500, but making an application may incur additional costs, such as professional fees, which you may have to pay.

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

- it dismisses a matter because it is frivolous, vexatious or an abuse of process; or
- it considers that 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) 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, a 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.".

Jocelyn Davies

Under authority of the Minister for the Environment Sustainability and Housing, one of the Welsh Ministers

5 November 2007