10324

FIRST-TIER TRIBUNAL
PROPERTYCHAMBER (RESIDENTIAL PROPERTY)

Case Reference	:	LON/00BG/LSC/2014/0205
Property	:	4 Hitchin Square, London, E3 5QD
Applicant	:	Mr Mohammed Iqbal
Representative	:	In person
Appearances for Applicant:	:	Mr Iqbal
Respondent	:	Old Ford Housing Association
Representative	:	Mr Orlando Strauss, in house solicitor
Appearances for Respondent	:	(1) Mr Strauss (2) Mr Peter Markovitch, Project Manager (3) Mr Barry Fox, Project Manager (4) Mr Adam Brown, Major Works Officer (5) Ms Paulet Landell
Type of Application	:	Liability to pay service charges

Tribunal Members	:	(1) Mr A Vance (2) Mr F Coffey, FRICS (3) Mr A Ring
Date and venue of Hearings	:	28.07.14 at 10 Alfred Place, London WC1E 7LR
Date of Decision	:	19.08.14

DECISION

Decision of the Tribunal

1. The tribunal determines that the sum of £9,307.10 demanded from the Applicant in respect of major works for the service charge year 2011/12 is payable by him in full.

2. The tribunal does not make an order under section 20C of the Landlord and Tenant Act 1985

Introduction

3. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") as to the amount of service charges payable by him for major works demanded for the service charge year 2011/12. The amount in dispute is £9,307.10 being his contribution towards the actual costs of major works carried out by the Respondent at a total cost of £410,804.07.

4. At the tribunal hearing the Applicant confirmed that he was not challenging his liability to pay the sum demanded under the terms of his lease. Nor was he asserting that the Respondent did not comply with the statutory consultation procedure for these major works under s.20 of the 1985 Act or that the costs incurred were unreasonable in amount.

5. Rather, his case was that the costs should be limited for three reasons:

   (i) There was insufficient evidence that the major works were necessary;

   (ii) There was insufficient evidence that the works were actually carried out; and

   (iii) The works were not carried out to a reasonable standard.

6. The Applicant is the lessee of 4 Hitchin Square, London, E3 5QD("the Property"), a four-bedroom maisonette on the ground and first floors of a purpose-built block containing 33 flats and built in the 1970's ("the Building").

7. The freehold interest in the Building is vested in the Respondent. The Building is one of three blocks that together form the Hitchin Park Estate ("the Estate").

8. An oral case management hearing took place on 01.05.14 and was attended by Mr Iqbal and Mr Strauss. Directions were issued to the parties on the same day.

9. The relevant legal provisions are set out in the Appendix to this decision.

10. The tribunal had received and considered a copy of the Applicant's hearing bundle in advance of the hearing. The Respondent had submitted its own bundle but although lodged with the tribunal and sent to the Applicant the bundles had not been sent to the tribunal members. Copies were located and it was identified that most but not all of the documents in the Applicant's bundle were present in the Respondent's bundle. Numbers appearing in square brackets in this decision refer to page numbers in the Respondent's hearing bundle unless preceded by the letter "**A**" in which case they refer to page numbers in the Applicant's bundle.

Inspection

11. Neither party requested an inspection and the tribunal did not consider this to be necessary or proportionate to the issues in dispute.

The Lease

12. The relevant lease is dated 05.03.90 and was entered into between the London Borough of Tower Hamlets and John Henry Harrup for a term of 125 years from 18.09.89**[24]**. The Applicant has the benefit of the unexpired residue of that term following an assignment of the lease to him on 21.12.11.

13. The freehold ownership of the Building and Estate were transferred to the Respondent following a large scale stock transfer by the local authority on 30.09.07.

14. The lease provides for the tenant to pay service charge contributions (as set out in the Fifth Schedule to the lease) towards a reasonable proportion of the total expenditure incurred by the Respondent in complying with its obligations as set out at clause 5(5) of the lease. The obligations at clause 5(5) include a covenant to maintain and keep in good and substantial repair and condition the main structure of the Building; the installations servicing the Building; the common parts and boundary walls and fences. The Applicant's apportioned contribution is 3.16% and he confirmed to the tribunal that this figure was not being challenged.

Background

15. Prior to acquiring its freehold interest in the Building and Estate the Respondent obtained an appraisal report from consulting engineers, Carter-Clack dated January 2006 **[58]**. Issues affecting the Building and identified in this report (amongst other matters) included spalling to balcony concrete; cracking to gable end brickwork and slab edges and weathering to the balcony parapet. The report concludes that concrete repairs were needed and that further investigation was required to identify the full extent of the defects present.

16. On 21.09.07 the Respondent sent a notice under s.20 of the 1985 Act to the secretary of the residents association stating its intention to enter into a qualifying long term agreement **[120]**. In that notice it is stated that a substantial list of works needed to be carried out in order to maintain and/or improve the building fabric.

17. A Notice of Proposal was sent to the secretary of the residents association on 17.06.08 in which it was stated that the Respondent intended to enter into a qualifying long-term agreement with The Apollo Group Ltd ("Apollo") to undertake major refurbishment works on the Estate including any renewals and replacements **[131]**.

18. On 29.07.11 the Respondent sent a Notice of Intention under s.20 of the 1985 Act to the Applicant's predecessor in title concerning proposed major works to be carried out under the terms of the existing long-term agreement with Apollo **[164]**.The works identified in that notice are extensive and include roof repairs; structural/brickwork repairs; works to porch and flooring; private balcony works; rainwater goods; Triflex works to walkways; works to water booster sets as well as other matters. The Notice was accompanied by a letter also dated 29.07.11 in which it was stated that the estimated costs of the works amounted to £10,097.59 per lessee **[158]**.

19. In a letter dated 04.11.11 Sika Limited notified Carter-Clack of its recommendations for the concrete repair and protection of the Estate **[90]**.

20. The major works commenced on about 07.11.11 and a certificate of practical completion was signed by Mr Markovitch on 27.03.13 **[180]**.

21. Whilst the works were underway concrete testing was carried out by Quartz Scientific in January 2012 **[77]** and a further report was obtained from Carter-Clack dated March 2012 relating to the condition of the private balcony asphalt **[74]**. One balcony in each of the three blocks in the Estate was surveyed. In all three locations the screed or insulation was found to be saturated beneath the asphalt. It was concluded that there appeared to be an inherent problem with the lack of depth of the asphalt skirting tuck and that water was penetrating behind the asphalt tuck and finding its way behind the asphalt.

22. Following completion of the works a final account invoice for chargeable works in the sum of £9,307.10 was sent to the Applicant on 18.07.13**[222]**.

The Hearing, Decision and Reasons

23. The tribunal heard oral evidence from the Applicant (although no witness statement from him was included in the tribunal bundle). It also heard evidence from Mr Markovitch and Mr Brown for the Respondent, both of whom had provided witness statements **[307 and 368]**. The Applicant's bundle included short witness statements from Mr Mohammed Amin Miah; Mr Sam Pudman and Mr Brian Hart. The tribunal had regard to the contents of those statements but none of the three witnesses attended the hearing.

24. Copies of the following additional documents were provided by the Respondent during the course of the hearing and were added to the tribunal bundle:

(i) A breakdown of estimated and final costs of the works including details of variations from the estimated costs **[379-389]**.

(ii) Letters dated 07.06.13 from Mr Markovitch to the residents of flats 5, 13 and 29 Hitchin Square regarding omission from asbestos removal and ventilation cleaning works **[390-393]**.

25. The Applicant objected to the tribunal having regard to these documents on the basis that the Respondent should have included them in the hearing bundle and that it should have complied with the tribunals directions. The tribunal allowed the Respondent to rely upon these despite their late admission. It considered it appropriate to do so having regard to the relevance of the documents to the issues in dispute and given the lack of significant prejudice to the Applicant.

26. Mr Strauss stated that the final costs breakdown had been referred to at the Case Management Hearing but that the Applicant declined to accept a copy. Mr Fox confirmed this to be correct and that the Applicant's objection was that there was no logo on the document and anybody could have produced it on an Excel spreadsheet. Mr Strauss also stated that a copy had been sent to him by email prior to the Case Management Hearing by Katerina Birkeland in his office.

27. The tribunal adjourned for a short while for the Applicant to consider the document after which the Applicant confirmed that he had received an email attached to which was a document from Ms Birkeland that looked like this spreadsheet. However, he could not be certain that it was the same document.

28. The tribunal considered that the evidence indicated that it was likely that the Applicant received the document by email (hence the reference to an Excel spreadsheet in his email communications with Ms Birkeland e.g. **[304]**) and that he therefore had sufficient time to consider its contents. It also considered that, in any event, there was no prejudice to the Applicant as it was his position that he should not have to pay *any* of the costs sought. As such, the variation between the estimated costs and actual costs was not a matter relevant to his contentions.

29. As for the three letters, the tribunal considered that their contents were relevant to the issue of ventilation works that had been put into dispute by the Applicant. In addition, they were supplied in response to the three witness statements that the Applicant submitted out of time to the tribunal on 08.07.14. The Applicant's explanation for this was that the Respondent had not complied with the tribunal's direction in respect of its statement of case which, whilst due on 22.05.14, was not received until 27.05.14. This he said, meant that he did not have very long to prepare his witness evidence which was due on 05.06.14. Mr Strauss for the Respondent indicated that the statement was posted on 21.05.14. The tribunal considered the contents of the letters to be short and that there was no significant prejudice to the Applicant by allowing their late admission as evidence given that the Applicant's witness statements were allowed as evidence despite being received late.

A. Were the major works necessary?

The Applicant's Case

30. The Applicant relied upon the three witness statements included in his hearing bundle. Mr Miah **[A382]** states he had been resident in Flat 13 for 19 years and that this was the first time major works had been carried out. He did not see the need for the works as the condition of the Building was very good before the works commenced. Mr Pudman **[A384]**, who says that he has been living in Flat 5 for over

20 years, confirms this as does Mr Iqbal, who says that he has been a lessee of Flat 29 for over 25 years.

31. The Applicant therefore disputed that the works were needed as the evidence from his witnesses indicated that the Building was in good condition. In his Statement of Case he also queries why the Respondent had not produced a survey report prepared later than after the first Carter Clack report. In his view work appears to have been carried out randomly without any proper investigation of its necessity.

32. He also raised a specific challenge to the need to carry out water booster works, stressing that all three of his witnesses state that they have not derived any benefit from these works.

The Respondent's Case

33. The Respondent's case was that comprehensive surveys had been conducted and the works reasonably specified. Mr Strauss also indicated that Mr Miah was not the tenant of Flat 13. According to their records it was a Mrs Begum as stated in the letter of 07.06.13 handed up at the hearing.

34. As to the water booster works, Mr Markovitch's evidence was that the installation of a new booster pump was necessary because Thames Water had reduced the pressure of the water supplied to the Estate **[331]**. As such, there was a risk that water from the mains would no longer rise to the top floors of the Building. Copies of the initial feasibility study together with a consultant's report and mechanical specification from Butler & Young Associates are exhibited to his witness statement **[331-357]**.

Decision and Reasons

35. The tribunal considers that there is sufficient evidence that the works were necessary.

36. It is correct that the initial Carter-Clack report related to the need for concrete works and that the hearing bundle does not contain a report identifying the need for many of the other works carried out as part of this major works exercise as set out in the Respondent's specification **[213]**

37. However, that initial report was followed by the statutory consultation that led to the appointment of Apollo and the consultation regarding the major works. As part of the major works consultation the Respondent identified, in its s.20 notice, a list of the intended works **[164]** which correspond with the headings in the specification of works at **[213]**. These consultation exercises were the opportunity for lessees in the Building to make observations concerning the proposed entry into a long term agreement; the choice of Apollo and the need for the major works. There is no evidence that the Applicant's predecessor in title made any such observations and the Applicant does not dispute the validity of the consultation exercise.

38. On the evidence before it, the tribunal is not prepared to go behind the major works consultation exercise and determine, as the Applicant invites us to, that there was no need for any of these works. It did not find the evidence from the Applicant's

witnesses assisted his argument. Firstly, they did not attend the hearing and were not available for cross-examination. As such, the evidential weight to be attached to their evidence is less than would otherwise be the case. Secondly, all three state that no major works have been carried out for many years (at least over 25 years ago if Mr Iqbal is correct). The lack of major works for such a long period of time indicates, contrary to what the Applicant states, that it is more than likely that significant works were needed.

39. It appears that the works were properly specified and estimated prior to the works being carried out. The Respondent's specification containing estimated sums for the works is detailed **[213]** and the subject headings correspond with the final costs schedule sent to the Applicant.

40. Having regard to that specification together with the oral evidence of Mr Markovitch that works were needed; the two Carter-Clack reports; the Sika Limited report and the Quartz Scientific results, the tribunal is satisfied that there is sufficient evidence of the need for major works to be carried out.

41. As to the booster works the tribunal found Mr Markovitch's evidence and the report and mechanical specification from Butler & Young Associates to be persuasive as to the need for these works. The report identified readings of 0.3 to 0.5 bar at level five of the blocks on the Estate and that this would result in low water flow from kitchen sinks and the pressure would be insufficient to run an electric shower **[337]**. Given that the Ofwat guaranteed standards exhibited to Mr Markovitch's statement only require a minimum pressure of 0.7 bar **[321]** the tribunal concluded that the risk of an interruption or reduction to the mains supply to the upper floors of the Block was sufficient to justify these works. All three of the Applicant's witness's dispute that they have noticed any benefit from these works but that might be because the works have prevented such disruption.

B. Were the works actually carried out?

The Applicant's Case

42. The Applicant's contention was that the Respondent was obliged to prove that the major works were actually carried out before he should have to pay towards the sum demanded from him.

43. When asked by the tribunal how the Respondent should prove this his response was that they should produce the following:

(i) Photographs taken before and after the works;

(ii) Invoices for the works carried out; and

(iii) A surveyor's report before the works were carried out (justifying the need for the works) and one completed after the works (confirming that the works were complete)

44. It was his case that in the absence of this information he should not have to pay anything at all towards the costs sought.

45. He also argued that Mr Markovitch's certificate of practical completion was insufficient evidence that the works had been completed as:

(i) Mr Markovitch was not in post when the works started and is not a surveyor.

(ii) What was required was certification that each and every item of work had been completed.

46. The Applicant further contended that the cleaning of the ventilation systems, which were included in the major works, did not occur in his flat or those of his witnesses.

The Respondent's Case

47. The Respondent's position was that the works were carried out as detailed in the amended specification of works (including variations) **[379]**. In addition, the works were overseen by an independent clerk of works and, once complete, Mr Markovitch, who was a competent person, signed the certificate of practical completion.

Decision and Reasons

48. The tribunal accepts Mr Markovitch's oral evidence that the works were carried out as per the amended specification of works at **[379]** and that they were substantially complete at the time he signed the certificate of practical completion.

49. The tribunal found Mr Markovitch to be a credible witness and was satisfied that he was the appropriate person the sign that certificate. He was not the project manager at the start of the works but took on that role just after the London Olympics concluded in August 2012. That is some seven months before the certificate was signed. That would be enough time for him to gain sufficient knowledge of the major works project to sign the certificate. There is no requirement for the person who signs such a certificate to be a surveyor. They only need to be an appropriate and competent person. Mr Markovitch's qualifications, as set out in paragraph four of his witness statement and the CV exhibited to his witness statement include a BSc in Architecture. It is clear that as project manager for the works, he is a suitably qualified and appropriate person.

50. The Applicant's contention the Respondent should produce photographs, invoices or a surveyor's report to verify that the works have been carried out is misconceived. A requirement to do so would place too onerous a burden on a landlord. The Respondent prepared a detailed specification of works and engaged both an independent clerk of works and a project manager to oversee these works and administer the contract for the works. These are appropriate measures and safeguards for a contract of this nature. Further, the signing of the certificate of practical completion is evidence that the major works contract was substantially completed at that point. In the tribunal's view there is no evidence before it that the certificate of practical completion was incorrectly signed.

51. As for the assertion that the cleaning of the ventilation systems did not take place in the Applicant's flat and those of his witnesses, the tribunal is persuaded by the letters dated 07.06.13 from Mr Markovitch to the residents of flats 5, 13 and 29 Hitchin Square **[390-393]** that there were some difficulties in obtaining access to

those flats in order to do these works. Emails from the Applicant to the Respondent dated 18.02.13 **[263]** and 26.02.13 **[265]** both state that the he did not want Apollo to carry out work in the Property as he had concerns about the likely quality of the work. The tribunal is satisfied in light of this and Mr Markovitch's evidence that there were also problems gaining access to the Applicant's flat. The tribunal noted that at the hearing Mr Markovitch confirmed that subject to obtaining access to these flats the Respondent was still willing to carry out these works at no additional charge to the lessees. The Applicant can therefore still benefit from this work at no cost to him.

C. Were the works carried out to a reasonable standard?

The Applicant's Case

52. The works that the Applicant considered were not carried out to a reasonable standard are set out in his comments in the Scott Schedule **[371]**. He elaborated on these at the hearing and complained about the following items of work as shown in photographs in his bundle and the Respondent's bundle:

(i) A new external light that was defective on installation **[A248]**.

(ii) A broken gate was not repaired and was left hanging on one hinge **[A248]**.

(iii) A mastic seal between the UPVC frame and the concrete by one of his windows was peeling away **[A249]**.

(iv) A missing end cap to UPVC by his front door **[A250]**.

(v) A leaking rainwater pipe **[248]**.

(vi) Only half of the wall area above the communal entrance door was re-tiled **[248]**.

(vii) The path outside the Building had been dug up with a poor concrete repair to the path **[249]**.

(viii) A door to a storage unit had no work done to it **[251]**.

(ix) Cracks to brickwork where it met the asphalt floor in the covered second floor walkway had appeared after the major works had been carried out **[252]**.

(x) A missing louver window **[252]**.

(xi) Marks on the surface of the Triflex walkway **[253]**.

(xii) Cracks in the boundary wall of his garden **[254]**.

The Respondent's Case

53. Mr Markovitch's evidence was that items (i), (ii) and (iv) in the paragraph above were fixed or remedied during the defects liability period at no additional cost to lessees The Applicant agreed that (i) and (iv) had been fixed but disputed that (ii) had been remedied.

54. Items (viii), (x) and (xii) were not part of the major works programme.

55. As for (iii) and (v), the Applicant had reported these items but had refused access to the Respondent's contractors in order for works to be carried out. Access is needed as the items can only be accessed from the Applicant's garden to the rear of the Property. If access was granted the Respondent was prepared to fix the mastic and leaking pipe and carry out any other associated work required at no additional cost to lessees.

56. In respect of (ix) he believed these cracks were minor and were likely to be due to settlement.

57. The path referred to in (vii) had to be dug up in order for the booster pump to be connected to the mains water supply. The path was then made good but there was a variation in colour between the newer concrete and the older.

58. The marks at (xi) were bicycle tracks that can be easily removed and the Respondent would attend to this.

59. As for (vi) there were no tiles in this areas previously and therefore none are missing. The tiles installed were purely decorative.

Decision and Reasons

60. The tribunal considers that all of the works identified by the Applicant that were part of the major works programme were carried out to a reasonable standard prior to the end of the defects liability period save for two items where works had been frustrated due to the lack of grant of access by the Applicant.

61. It accepts Mr Markovitch's evidence as correctly reflecting the position regarding these items of work. It found his evidence to be credible and his response to questions asked of him to be helpful and honest.

62. As identified by Mr Markovitch, some of the problems identified by the Applicant were remedied during the defects liability period at no additional cost to lessees. Others were not part of the major works programme and have therefore not been charged to lessees. The cracks to the brickwork on the communal walkway look minor from the photograph in the hearing bundle and may well be the result of settlement as indicated by Mr Markovitch. The tribunal was satisfied that the connection of the booster pump to the mains water supply was required and that the difference in appearance of the old concrete and new would fade over time. The marks on the Triflex looked like bicycle marks in the photograph and do not evidence defective workmanship. Nor is there any evidence that the tiling works in the communal hallway were carried out to a poor standard.

63. The tribunal considers from its reading of the email exchanges in the hearing bundle that on the balance of probabilities the Applicant was likely to have been difficult in allowing access to carry out the mastic works and works to the rainwater downpipe. Those emails indicate an increasing hardening of his attitude to the question of allowing Apollo to carry out works in the Property (for example, the emails of 18.02.13 **[263]** and 26.02.13 **[265]**). In any event, given that the Respondent is prepared to remedy these items at no additional cost to the Applicant or other lessees the tribunal sees no reason why the costs payable by the Applicant should be limited.

Application under Section 20C

64. The Applicant sought an order that the costs incurred by the Respondent in connection with these proceedings should not be regarded as relevant costs when determining the amount of service charge payable by him.

65. When exercising its discretion as to whether or not to make a s.20C order the tribunal has to have regard to what is just and equitable in all the circumstances. The circumstances include the conduct and circumstances of all parties as well as the degree to which the Applicant has succeeded in this application.

66. Having regard to these factors, and the fact that the Applicant has been wholly unsuccessful in this application, the tribunal does not consider that it is just and equitable in the circumstances to make such an order.

Reimbursement of Fees

67. Having heard the submissions from the parties and taking into account the determinations above, the tribunal does not order the Respondent to refund any fees paid by the Applicant.

Name: Amran Vance
Tribunal Judge **Date:19.08.14**

Annex

Appendix of relevant legislation

Landlord and Tenant Act 1985

Section 18 - Meaning of "service charge" and "relevant costs"

(1) In the following provisions of this Act "service charge" means an amount payable by a Tenant of a dwelling as part of or in addition to the rent –

(a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the Landlord's costs of management, and

(b) the whole or part of which varies or may vary according to the relevant costs.

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

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(3) For this purpose -

(a) "costs" includes overheads, and

(b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 19 – 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 provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;

and the amount payable shall be limited accordingly.

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

Section 27A – 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 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.

[.....]

Section 20C

(1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings

before a court, residential property tribunal or the Upper Tribunal, or in connection with arbitration proceedings, are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.

(2) The application shall be made—
  (a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to a county court;
  (aa) in the case of proceedings before a residential property tribunal, to that tribunal;
  (b) in the case of proceedings before a residential property tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any residential property tribunal;
  (c) in the case of proceedings before the Upper Tribunal, to the tribunal;
  (d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to a county court.

(3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

Leasehold Valuation Tribunals (Fees)(England) Regulations 2003

Regulation 9

(1) Subject to paragraph (2), in relation to any proceedings in respect of which a fee is payable under these Regulations a tribunal may require any party to the proceedings to reimburse any other party to the proceedings for the whole or part of any fees paid by him in respect of the proceedings.

(2) A tribunal shall not require a party to make such reimbursement if, at the time the tribunal is considering whether or not to do so, the tribunal is satisfied that the party is in receipt of any of the benefits, the allowance or a certificate mentioned in regulation 8(1).