The Leaseholder's Toolkit

A practical guide to challenging unreasonable service charges in England

2026

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About this toolkit

This is a practical guide for leaseholders in England facing disputes about service charges. It walks through every phase of the process — from first noticing a problem, through the internal complaints process, external escalation, the First-tier Tribunal, and the recovery of money owed.

It is anonymous and generic. It is not legal advice. Where your situation is unusual, complex, or high-value, get qualified advice from a specialist solicitor or LEASE.

The toolkit is designed to be read either as a single document, start to finish, or as reference material — jumping to the relevant phase as you reach it.

The Leaseholder’s Toolkit

A practical guide to navigating disputes with your property management company

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Before you start: what this is, and what it isn’t

This toolkit is a navigational guide. It walks through the typical phases of a leasehold service charge dispute in England, explains what options exist at each stage, and provides templates you can adapt to your situation.

It is not legal advice. This is important. Nothing in this toolkit substitutes for advice from a qualified solicitor who has reviewed your specific lease, your specific evidence, and your specific circumstances. The law on leasehold service charges is complex, the facts of every case are different, and the outcomes of disputes often turn on details that only a professional can properly assess.

What the toolkit does is something different but useful. It explains how disputes typically unfold, what processes exist, and what other leaseholders in similar positions have done. It puts you, the reader, in a better position to:

- Understand what is happening to you
- Recognise your options at each stage
- Decide for yourself which path to take
- Communicate effectively with managing agents, ombudsmen, tribunals, and courts
- Know when to keep going and when to seek professional help

The reader is in charge throughout. This guide does not tell you what to do. It lays out the choices, weighs the trade-offs, and gives you the tools to make decisions yourself.

When to stop reading this and call a lawyer

There are situations where a self-directed approach is unwise. If any of the following apply to your situation, this toolkit is not the right tool, and you should seek professional legal advice instead:

- Your case involves substantial sums (typically over £10,000)
- Your case involves the risk of forfeiture (your landlord seeking to terminate your lease)
- Your case involves building safety or cladding remediation under the Building Safety Act 2022
- You have been served with court proceedings by your landlord
- Your case involves a dispute over the lease itself (e.g. lease extension, enfranchisement)
- Your case involves Right to Manage, collective enfranchisement, or appointing a manager (these are statutory routes that benefit from specialist advice)
- The facts of your case are genuinely complex (multiple buildings, mixed tenures, historic disputes, multi-party arrangements)
- You are in a vulnerable position (mental health difficulties, financial hardship, language barriers, disability)
- You feel out of your depth at any point

Several organisations provide free, qualified advice to leaseholders. They are listed in the appendix. The Leasehold Advisory Service (LEASE) is a government-funded service that provides initial advice on leasehold matters. Citizens Advice can help with general housing issues. Shelter offers housing-related legal support. For complex matters, a solicitor specialising in property litigation is the right call.

Who this toolkit is for

This guide assumes you are a leaseholder of a flat in England, paying service charges to a property management company (often called a managing agent), and that you have or are starting to have concerns about the level, justification, or process behind those charges. It assumes no prior legal knowledge. It assumes you have limited time. It assumes you are doing this around a job and a life.

Most of what’s in here also applies to leaseholders in Wales, but the legislative framework is diverging in some respects. Where it matters, this is flagged. The toolkit does not cover Scotland or Northern Ireland, which have separate legal systems.

How to use this toolkit

The toolkit is organised by phase. Each phase corresponds to a stage of a typical dispute:

- **Phase 1: Recognise the problem.** Understanding whether what you’re seeing is genuinely worth challenging, and what kind of challenge it warrants.

- **Phase 2: Internal complaints process.** Working through your managing agent's own complaints procedure properly, before escalating outside the company.
- **Phase 3: External escalation.** The redress schemes, your MP, regulators, auditors. What each can and cannot do.
- **Phase 4: First-tier Tribunal.** When and how to apply, what to expect, how to prepare. Usually the substantive forum for service charge disputes.
- **Phase 5: After the decision.** What happens after the tribunal rules. Recovering money. The County Court. Enforcement.
- **Phase 6: Beyond your case.** Optional. Sharing your story, advocacy, watching for legal reforms.

You are not required to read this end to end. If you are mid-dispute, find the phase you are at and start there. The phases reference each other where useful.

The appendix contains: - Templates for letters and emails at each phase - A glossary of terms used in the toolkit - A list of organisations that provide help and advice - A one-page decision tree summarising the journey

A few words on mindset

A service charge dispute is exhausting. Managing agents have full-time staff, established procedures, and legal teams on retainer. You have your evenings and weekends. The asymmetry is real, and it is the first thing the system relies on.

Most leaseholders give up at one of three points: when their first email is ignored, when the formal complaint runs into the sand, or when the prospect of a tribunal feels too daunting to face. The system is structured, intentionally or not, to encourage that giving up.

Three things to know going in:

First, you do not have to be aggressive to be effective. The most successful leaseholders are the calm, polite, persistent ones who keep records, hit deadlines, and refuse to be intimidated by complexity. Anger is reasonable but rarely useful. Process beats fury.

Second, the structure of the dispute is more predictable than it feels. Each phase has a typical pattern. Recognising that pattern early is half the battle. What feels like a one-off frustration is often a familiar tactic, and there is usually a known way to respond.

Third, you are allowed to stop. At every stage, you can decide that the cost of continuing — financial, emotional, time — is greater than the value of winning. That is a legitimate choice. This toolkit does not exist to push you toward maximum confrontation. It exists to make sure you are choosing your next step with eyes open, not because you didn't know your options.

Fourth, this takes time. The full journey — from first noticing a problem through to any refund actually arriving — typically spans eighteen months to two years for cases that go to tribunal. This is not a process measured in weeks. It is one that runs alongside your normal life over an extended period. Knowing that

going in is itself useful. Some leaseholders find the timeline reasonable for the value at stake; others decide their dispute is not worth that much of their life. Both decisions are legitimate, but they are best made with realistic expectations.

With that, let’s begin.

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Before you start: a realistic snapshot

Before working through the phases, here is the full picture of what a service charge dispute requires — time, money, effort, and what you stand to recover. The point is not to discourage you. It is to make sure your decision to start (or stop) is informed.

The full timeline

For a dispute that goes all the way to tribunal and a refund:

Stage	Typical duration
Phase 1 (recognise the problem, build evidence)	2 weeks – 2 months
Phase 2 (internal complaints process)	2 – 5 months
Phase 3 (external escalation, if pursued)	runs in parallel
Phase 4 (tribunal application to decision)	6 – 12 months
Phase 5 (post-tribunal recovery)	1 – 4 months
Total: from first concern to refund received	**18 months – 2+ years**

Some disputes resolve faster — particularly those that settle at Phase 2 or Phase 3 without going to tribunal. Some take longer if cases are complex or contested.

What you will spend

Mandatory fees (if you go all the way to tribunal and recovery)

Fee	Amount	Recoverable?
Tribunal application fee	£114	Often yes, if you win and ask for reimbursement
Tribunal hearing fee	£227	Often yes, if you win and ask for reimbursement
County Court issue fee (Phase 5)	£80 – £115 typically	Yes, if successful
Postage, copying, document fees	~£20 – £50	Generally no
Total mandatory cost	**~£440 – £505**	**Most recoverable if you win**

Fee remission (waiver or reduction) is available if you receive certain benefits or have limited means. Forms EX160 (court fees) and the equivalent tribunal fee remission process apply.

Optional costs (depending on your choices)

Cost	Range	Notes
One-hour solicitor consultation at key decision points	£150 – £400	Often worth it before hearing
Full legal representation through tribunal	£3,000 – £15,000+	Rarely justified for typical service charge disputes
Expert evidence (where genuinely needed)	£500 – £3,000+	Most cases don’t need it

What you will spend that you cannot get back

This is the bigger cost.

Resource	Realistic estimate
Phase 1 (documentation, evidence gathering)	5 – 15 hours
Phase 2 (formal complaints, follow-up, escalation)	10 – 20 hours
Phase 3 (external escalation, if pursued)	5 – 30 hours
Phase 4 (tribunal preparation through hearing)	50 – 100+ hours
Phase 5 (recovery, demand, court if needed)	5 – 15 hours
Total time investment	**75 – 180 hours**

That is hours of evenings, weekends, and lunch breaks over 18-24 months. It is not recoverable from the landlord, regardless of outcome.

There is also an **emotional cost** that is harder to quantify but real: sustained low-level stress over many months, adversarial interactions with people managing your home, document-heavy work that can be mentally draining, and the experience of being a self-representing party against professionals with full-time staff. Most leaseholders who complete the journey describe it as worth the outcome but more demanding than they expected.

What you will need to bring

You do not need legal training, but you do need:

- **Organisation.** A folder system (digital or physical) for correspondence, demands, accounts, and your own notes. Discipline to keep records of every interaction.
- **Time during weekday hours.** Some communications and the hearing itself happen on weekdays. Flexibility to take occasional time off, or to handle phone calls during the day, helps.
- **Basic written communication skills.** The ability to write clear, factual, structured letters and emails. Plain English is fine — you do not need legal language.
- **Patience.** Long gaps between actions, slow responses, procedural delays, and moments when nothing visible is happening are part of the process.
- **Resilience.** Setbacks, frustrations, and respondent tactics designed to wear you down are normal. The leaseholders who succeed are not the angriest; they are the most consistent.
- **Optional but helpful:** access to a printer and scanner, a good filing system, and supportive people in your life who can hear you complain about it occasionally.

What you stand to recover

If you succeed at tribunal:

- **The disallowed charges themselves** — the amounts the tribunal finds were unreasonable or not payable
- **Statutory interest at 8% per annum** on amounts already paid, from the date you paid them
- **Your tribunal application and hearing fees** (typically), if reimbursement is ordered
- **County Court fees**, if you needed Phase 5 and the claim succeeded
- **Protection going forward** through Section 20C and Paragraph 5A orders, preventing the landlord from recovering its legal costs through your future service charges

You will *not* recover:

- Your time
- Your emotional investment
- Most of your legal fees if you instructed a solicitor (small claims track and tribunal both have limited cost recovery)
- Damages for inconvenience or distress (that is not what tribunals award)

Where you can stop

This is important: **you are allowed to stop at any phase.** The toolkit is designed so each phase has a natural completion point. If at any stage you decide the cost of continuing exceeds the value of winning, that is a legitimate choice. Specifically:

- After **Phase 1**, you may decide the case isn't worth pursuing and put your evidence file away for now
- After **Phase 2**, you may have got an acceptable response and not need to go further
- After **Phase 3**, the redress scheme outcome may be sufficient
- Before **Phase 4**, you may decide the time and money required for tribunal isn't justified
- After **Phase 4**, even with a win, you may decide pursuing a refund through Phase 5 isn't worth it (a credit on your service charge account may be acceptable)

The only stage where stopping carries a small downside is mid-Phase 4, where withdrawing an application after the respondent has incurred costs can occasionally lead to costs orders. Once you have committed to tribunal, see it through.

Is it worth it?

A rough rule of thumb. For most leaseholders, the calculus looks something like this:

- **Disputes under £500**: typically not worth a full process. Phase 1 documentation may be useful for the future, but tribunal effort rarely repays for sums this small.
- **Disputes between £500 and £2,000**: a judgment call. Often worth pursuing if there is a wider pattern of issues, less so if it's a one-off.
- **Disputes over £2,000**: usually worth pursuing if the case has merit, particularly because going to tribunal also produces forward-looking protections (Section 20C, Paragraph 5A) that can be worth more than the immediate refund.
- **Disputes that are part of a building-wide issue**: even modest individual sums can be worth pursuing if they are part of a pattern affecting many leaseholders, because a tribunal decision sets a reference point others can rely on.

There is no single right answer. The numbers above are not rules; they are common patterns. Your circumstances, the strength of your case, and your tolerance for the process matter at least as much.

Now, with eyes open

If after reading this you want to proceed, the rest of the toolkit walks you through each phase in detail. If you decide this is not for you, that is also a valid outcome — and using this section to decide that is exactly what it is for.

Phase 1 begins on the next page.

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Phase 1: Recognise the problem

The first phase of any dispute is recognising that you have one. This sounds obvious, but it isn't. Service charges arrive bundled, opaque, and presented as routine. Most leaseholders pay them year after year without scrutinising the components. The first thing to do is look at what you are actually being charged for, decide whether any of it warrants a challenge, and identify what kind of challenge that would be.

This phase has three purposes:

1. To equip you to read your service charge demand properly
2. To help you separate disputes worth pursuing from disputes that aren't
3. To clarify what kind of dispute you have, because the type of problem determines the route to resolution

What a service charge demand looks like

Your service charge demand will typically arrive once or twice a year. It will contain:

- A total figure for the period (usually six months or a year)
- A breakdown into categories — sometimes detailed, often not
- A budget for the upcoming period
- Sometimes, a year-end reconciliation showing actual spend vs budget

Common categories you may see include:

- **Management fee.** What the managing agent charges for running the building.
- **Buildings insurance.** Cover for the structure of the building.
- **Reserve fund (or sinking fund) contributions.** Money set aside for major works in the future.
- **Major works.** Specific large expenses, often consulted on under Section 20 procedures.
- **Utilities for communal areas.** Electricity, water, heating in shared spaces.
- **Cleaning and gardening.** Day-to-day maintenance of common parts.
- **Lift maintenance.** If applicable.
- **Concierge or security.** If applicable.
- **General maintenance.** A catch-all for repairs and ad-hoc spending.
- **Audit and accountancy fees.** External professional services.
- **Administration charges.** Fees for specific actions like processing assignments or granting consents.

The first thing to do, if you have not already, is to find your service charge demands for the last two or three years and put them side by side. Look at the categories. Look at the figures. Look at the changes year on year.

You are looking for two things: anything that has changed sharply without explanation, and anything that doesn't make sense to you.

What a problem worth challenging looks like

Not every service charge dispute is worth pursuing. The threshold for challenging depends on the type of problem, the scale, and the strength of the case. Here are the most common categories of dispute that leaseholders successfully take to tribunal.

Reserve fund contributions

A reserve fund is meant to be a planned, justified pool of money for known or anticipated future works. The legal test is reasonableness — both the existence of the fund and its size must be reasonable.

Common signs that a reserve fund contribution may be challengeable include:

- A sharp increase from one year to the next without explanation
- Demands for substantial sums with no documented major works programme
- Inability of the managing agent to explain how the figure was calculated
- Absence of an asset management plan, condition survey, or major works schedule
- No explanation of what specific works the fund is being collected for

Tribunals have, in past cases, reduced or struck out reserve fund contributions where the managing agent has been unable to justify the figure or demonstrate the underlying planning. Inability to explain how the fund was calculated, or to point to the planned works it is being collected for, is often the decisive factor.

Management fees

The management fee is what the managing agent charges for running the building. Where it forms part of the service charge — which it almost always does — it is subject to the reasonableness test under Section 19 of the Landlord and Tenant Act 1985. The test has two limbs:

- The cost must be reasonably incurred
- The service provided must be of a reasonable standard

How the burden of proof works in tribunal cases is more nuanced than is often assumed. Tribunals decide reasonableness on the evidence presented to them, with no fixed presumption either way. As a practical matter, in a leaseholder's application under Section 27A, the leaseholder has the initial burden to articulate *why* a charge is unreasonable — it is not enough simply to assert that the charge is too high or to put the

landlord to proof. Once the leaseholder has set out a credible challenge with reasons, the landlord then needs to justify the charge with evidence. If the landlord cannot, the tribunal can and does reduce or strike out charges.

Where there is documented evidence of poor management — unanswered complaints, missed deadlines, unaddressed problems, communication failures — tribunals have reduced management fees in past cases. The size of any reduction depends on the specific facts: the severity of the failings, the proportion of the management fee attributable to failed services, and what comparable buildings are charged. There is no fixed scale, and outcomes vary widely between cases.

Buildings insurance

Insurance is a particular hotspot. Following the Grenfell tragedy, leasehold buildings insurance premiums rose significantly. A 2023 review by the Financial Conduct Authority (CP23/8) into the multi-occupancy building insurance market found that average per-policy insurance broker commissions had risen by 46% over the review period, with the firms in the FCA's sample having paid over £80 million in commissions to third parties — typically freeholders or property managing agents. From 31 December 2023, new FCA rules require leaseholders to be treated as customers of buildings insurance, ban policies from being recommended on the basis of commission, and require firms to act in leaseholders' best interests.

Common concerns include:

- No competitive tendering process or alternative quotes provided
- Insurance arranged through a broker affiliated with the managing agent
- Commission structures undisclosed or only partially disclosed
- Year-on-year increases significantly above market rates
- Inability of the managing agent to explain how the policy was selected

If your buildings insurance is sourced through an entity related to your managing agent, or if you have asked for and not received the underlying broker arrangements and commission details, there may be a case worth investigating. Note that since the FCA rule changes came into force, leaseholders have stronger rights to information about their insurance than they did previously.

Utility allocation

Communal utilities — electricity, water, heating — are often allocated to leaseholders by formula. The formula itself can be opaque, and the underlying costs sometimes do not reconcile with what's reasonable for the building.

Signs a utility charge may be challengeable include:

- Communal utility costs that seem disproportionate to the size or complexity of the shared areas
- Allocations that don't reflect actual usage
- Refusal or inability to provide meter readings, consumption data, or supplier invoices

- Sharp year-on-year changes with no explanation

Major works and Section 20 consultation

When a managing agent intends to carry out works the cost of which would result in any one leaseholder being asked to pay more than £250, they are required by Section 20 of the Landlord and Tenant Act 1985 to consult leaseholders before incurring the costs. (A separate threshold of £100 per leaseholder per year applies to long-term contracts of more than 12 months.) The consultation has specific procedural requirements set out in the Service Charges (Consultation Requirements) (England) Regulations 2003: a Notice of Intention, a Notice of Estimates with at least two contractor quotes (one from someone unconnected to the landlord), opportunity for leaseholders to make observations and propose contractors, and a Notice of Reasons explaining the contract awarded.

Failures in Section 20 consultation can cap the amount recoverable from each leaseholder at £250 per item — regardless of the actual cost. This is one of the most consequential statutory protections leaseholders have. The cap is not automatic; landlords can apply to the tribunal for dispensation from consultation requirements, and the tribunal has discretion to grant it where it considers it reasonable.

Major works themselves typically come from a wider planning context. Well-managed buildings have an asset management plan or schedule of major works setting out anticipated expenditure over a multi-year period, with associated condition surveys to justify the timing and cost of works. A managing agent demanding major works contributions without any underlying plan, schedule, or condition survey is a particular red flag — both for the major works themselves and for any associated reserve fund contribution.

Signs of a possible Section 20 issue include:

- Major works charges appearing without prior consultation
- Consultation that was incomplete, late, or skipped a stage
- Estimates not properly shared with leaseholders
- Observations from leaseholders ignored
- No underlying asset management plan or condition survey to justify the works

Administration charges

Administration charges are amounts payable in addition to or as part of the rent — for example for processing the sale of a flat, granting consents under the lease, providing information, or handling late payments. Where these are *variable* administration charges (i.e. not fixed in the lease), they are subject to a reasonableness test under Schedule 11 of the Commonhold and Leasehold Reform Act 2002. Fixed charges set out in the lease can only be challenged through an application to vary the lease.

Disputes over variable administration charges typically arise where:

- Charges seem disproportionate to the actual administrative effort
- Charges are levied for things the lease doesn’t permit

- Multiple charges are levied for the same event

General maintenance and unexplained line items

Sometimes the issue is simply that you do not understand what you are being charged for. This is itself a legitimate concern. Several statutory rights exist to help leaseholders get information:

- **Section 21 of the Landlord and Tenant Act 1985** gives leaseholders the right to request, in writing, a written summary of relevant costs for the last accounting year. The landlord must comply within one month of the request, or within six months of the end of the accounting period, whichever is later. Failure to comply without reasonable excuse is a summary offence punishable by a fine.
- **Section 22 of the Landlord and Tenant Act 1985** gives leaseholders the right to inspect the supporting documents — accounts, receipts, invoices — that underlie the Section 21 summary. This is the more powerful right, because the summary alone may not give the detail needed to scrutinise the charges.
- **Section 21B of the Landlord and Tenant Act 1985** requires every service charge demand to be accompanied by a summary of leaseholders' rights and obligations. If this is missing from a demand, the leaseholder is entitled to withhold payment until it is provided.

When the new transparency provisions of the Leasehold and Freehold Reform Act 2024 come fully into force, additional information rights will apply, including standardised service charge demand forms and annual reports. As of mid-2026, most of these provisions are still in consultation and not yet operational.

If a line item is unclear and the managing agent cannot or will not explain it on request, that opacity is itself a problem worth pursuing.

What's not worth challenging (or not yet)

Equally important is recognising what isn't worth a formal challenge.

Disagreements about quality of service that have not been documented or escalated through the complaints process are usually not yet ready for a formal challenge. The complaints process needs to be exhausted first.

Charges you find annoying but cannot articulate as unreasonable — for example, you simply think the management fee is too high without comparator evidence — are unlikely to succeed at tribunal. Tribunals look for evidence, not opinion.

Trivial sums. A challenge over £20 is usually not worth the time and emotional cost of the process. The threshold at which it becomes worth it varies by person, but most leaseholders find that disputes under £200 don't repay the effort unless they are part of a wider pattern.

Issues that are properly the responsibility of others. If your concern is with the freeholder's actions rather than the managing agent's, or with another leaseholder, or with a third-party contractor, the dispute resolution route is different.

Three categories of dispute

Once you have identified what your problem is, it is useful to categorise it. The category determines the route.

Category A: Disputes about the level or reasonableness of charges. These are tribunal matters. The redress schemes (TPO and PRS) typically cannot adjudicate these. The First-tier Tribunal (Property Chamber) is the substantive forum.

Category B: Disputes about conduct, communication, or process. These are redress scheme matters. Failures to respond, breaches of codes of practice, poor complaint handling — these can be taken to TPO or PRS once internal processes are exhausted.

Category C: Disputes about the lease itself. Lease extension, enfranchisement, forfeiture — these are typically tribunal or court matters but require professional advice. This toolkit does not cover Category C in depth.

Note that **Right to Manage (RTM)** is a separate matter again — it is a statutory right that allows qualifying leaseholders to take over building management from the landlord, without needing to prove any dispute or fault. RTM is briefly covered in Phase 5, but anyone considering it seriously should seek qualified advice from a specialist solicitor or LEASE.

Most disputes have elements of A and B. For example, if your managing agent has imposed an unreasonable charge AND ignored your complaints about it, both routes are open in parallel. Phase 3 explains how to pursue them in parallel without confusion.

Building your evidence base

Once you've identified what you are challenging, the next thing is to start collecting evidence. This is not yet about winning a case. It is about being able to make your case clearly later.

What to collect now:

- **All service charge demands** for at least the last three years
- **All correspondence** with your managing agent, by email and otherwise
- **Notes of phone calls** — when, who, what was said, what was promised
- **Copies of your lease** (key sections at minimum)
- **Annual accounts** for the building if you can get them
- **Section 20 consultation documents** if relevant
- **Any responses** the managing agent has given to your queries
- **Photographs** of the building, communal areas, anything visible that's relevant to your dispute

The cardinal rule: write things down at the time. Notes you make weeks or months later carry less weight. Email is better than phone because it creates a record. After every phone call with your managing agent, send a follow-up email summarising what was discussed and agreed. This is good practice, and it produces an evidence base.

A note on emotional reality

Recognising you have a problem with your managing agent is not just an analytical exercise. It is often the moment you realise that an institution you trusted to look after your home has been failing in some way, and that recognising that means committing yourself to a process you didn't ask for.

Two things are worth bearing in mind:

First, if something feels wrong about your service charge — opaque, suddenly increased, poorly explained — that intuition is worth taking seriously enough to investigate. Service charges that managing agents cannot or will not explain are often charges that wouldn't withstand scrutiny.

Second, the process is going to take longer than you think. Tribunal cases vary widely in their timelines depending on regional caseload, complexity, and how the parties engage, but the typical span from formal complaint to tribunal decision is measured in many months rather than weeks. Add further months for any post-tribunal recovery if you have already paid the disputed sums. This is not a quick conversation. Going in with realistic expectations about the duration helps.

At the end of Phase 1

By the end of this phase, you should be able to answer:

- What specifically am I disputing? (one or two clear categories)
- What is the approximate financial value of the dispute?
- What evidence do I have or can collect?
- Is this Category A (level), Category B (conduct), or both?
- Is this worth my time, given the value, evidence, and process ahead?

If the answer to the last question is no, this is a legitimate stopping point. You will have lost nothing by reading this far.

If the answer is yes, the next step is to work through the internal complaints process. That's Phase 2.

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Phase 2: Working through the internal complaints process

The internal complaints process is the part of the journey most leaseholders do badly. They either skip it because it feels pointless, or they engage with it on the managing agent's terms and end up with a record that doesn't help them. The aim of this phase is to do it properly — not because it will necessarily resolve your dispute, but because doing it properly serves three purposes that matter later.

Why this phase matters

Going through the internal complaints process serves three distinct purposes:

First, procedural compliance. Most external escalation routes — the redress schemes, applications to ombudsmen — require you to have given the managing agent a reasonable opportunity to resolve the complaint internally before you escalate. The redress schemes typically require you to have given the managing agent eight weeks (more on this below). Skipping the internal process can mean your complaint is rejected or returned for not being "ready."

Second, evidence-building. Every email you send, every response you receive, every deadline missed by the managing agent becomes part of the documentary record of how the dispute has unfolded. If you later end up at tribunal, this record is your evidence. A complaint handled poorly by the managing agent is worth more to you, in evidential terms, than a complaint handled well.

Third, occasionally, resolution. Some complaints do get resolved at this stage. Not many of the substantive ones — most managing agents will not voluntarily refund what they believe they're contractually entitled to — but some do, and there's no point going to a tribunal over something that could have been settled with a phone call.

The honest position: the internal complaints process is a procedural step on the way to somewhere else, more often than it is a resolution in itself. Treat it as such.

The shape of a typical complaints process

For managing agents that are members of The Property Ombudsman scheme — which most large UK managing agents are — there is a fairly standard two-stage internal complaints process. The pattern, broadly, is:

- **Initial enquiry / informal complaint.** You raise a concern with the property manager or a customer service line. This is not yet a formal complaint and may not start any clock.
- **Stage 1 formal complaint.** Once raised in writing as a formal complaint, the managing agent typically commits to acknowledging within 3 working days and providing a substantive response within 15 working days.
- **Stage 2 escalation.** If the Stage 1 response is unsatisfactory, you can escalate to a more senior level of review, often a regional or senior manager. The response timeframe is usually another 15 working days.
- **Final viewpoint.** The end of the internal process. The Final Viewpoint letter should set out the managing agent's final position and inform you of your right to escalate to the redress scheme.

The exact structure can vary slightly between companies. Some have minor variations on the labelling or timeframes. A small number have three internal stages. But two stages followed by a Final Viewpoint letter is the dominant pattern across the major UK managing agents.

The first thing to do is find the managing agent's published complaints procedure — usually on their website, sometimes in a leaseholder handbook — and read it. You need to know what process they say they will follow, because their procedural failures are themselves evidence.

If you cannot find a published complaints procedure, that is itself a flag. Property managing agents are required to belong to a government-approved redress scheme (either The Property Ombudsman or The Property Redress Scheme), and as a condition of membership they must have a complaints procedure. Absence of a published procedure may indicate a deeper compliance issue.

An important limit on the redress scheme route

Before going further, it's worth understanding something crucial about where the internal complaints process leads. The redress schemes — The Property Ombudsman and the Property Redress Scheme — can adjudicate on the **conduct** of managing agents: communication failures, complaint-handling delays, breaches of the codes of practice. What they cannot adjudicate on is the **level or reasonableness of service charges themselves**. The Property Ombudsman states this explicitly in its consumer guidance: *"investigating the fairness of service charges, and the quality of services or works they are collected for, falls outside of the jurisdiction of The Property Ombudsman. Challenges must be referred to the First-Tier Tribunal."* Major managing agents echo this position in their own published complaints procedures.

What this means in practice: if your underlying dispute is about whether a charge is reasonable, the internal complaints process and any subsequent ombudsman complaint are not the forum that will resolve it. You may still benefit from running the process — both to build your evidence base and because conduct findings can be useful — but the substantive resolution will come from the tribunal route in Phase 4. This is a key reason to start collecting evidence (Phase 1) and to keep documentation discipline (this phase) right from the start.

When to move from enquiry to formal complaint

You don't have to start with a formal complaint. In fact, you usually shouldn't. The first step is a clear, written enquiry to your property manager asking for the information or explanation you need. This serves two purposes: it gives the managing agent a fair chance to address the concern without escalation, and it establishes a written record that you raised the issue and what response (if any) you got.

The point at which you escalate from enquiry to formal complaint is when one of the following is true:

- You have made a reasonable enquiry in writing, and after a reasonable period (usually 10 to 14 working days) you have received no substantive response
- The response you received does not address the question you asked
- The response makes assertions you can demonstrate are inaccurate
- The managing agent is treating a substantive concern as a routine query and routing you back through customer service indefinitely
- You have been told things will happen by a date and that date has passed without action

In each of these situations, you escalate to a formal complaint not because you have lost patience but because the informal route has demonstrably failed.

What goes in a Stage 1 complaint

A Stage 1 complaint should do four things:

1. **State clearly that this is a formal complaint** under the managing agent's complaints procedure. Use the words. Otherwise, it may be processed as a routine enquiry.
2. **Set out the specific concerns**, factually and in numbered points. Avoid emotive language. Avoid making accusations of motive — for example, don't say "you are deliberately misleading me," say "the response did not address the question I asked."
3. **List what has happened so far.** Dates of previous correspondence, what you asked, what response (if any) you received. This shows the issue has been raised and that you are escalating because earlier attempts didn't resolve it.

4. **Specify what you are asking for.** Ambiguity here helps the managing agent. If you want a refund, say so. If you want a written explanation of how a charge was calculated, say so. If you want a copy of an invoice, say so.

A Stage 1 complaint does not need to be long. Three pages is usually plenty. What matters is that it is clear, factual, and specific.

A template Stage 1 complaint letter is in the appendix.

Documentation discipline during this phase

The cardinal rule of the internal complaints process: **everything in writing, everything dated, every commitment captured**.

- Send all complaints by email so there is a record. If you have to send something by post, send it by recorded delivery and keep the receipt.
- After every phone call with the managing agent, send a follow-up email summarising what was discussed and agreed. Phrase it as a courtesy summary, not an interrogation. (“Thanks for the call this afternoon. Just to confirm what we agreed: by [date], you will provide [thing], and you will arrange [other thing]. Please let me know if I have misunderstood any of this.”)
- If the managing agent makes a commitment in writing, save the email in a dedicated folder. If they make one verbally, document it via the email summary above.
- Keep a running timeline document. A simple chronological log: date, what happened, what was said by whom, any deadline that was set or missed. Update it weekly. This becomes your single source of truth and is invaluable when later filing complaints, redress applications, or tribunal applications.

The discipline matters because the managing agent has full-time staff with full access to records and computer systems. You have your evening. The way you compensate for that asymmetry is by being more meticulous about documentation than they are.

Recognising delay tactics

Most managing agents will not openly refuse to engage with a complaint. What they will do, often, is engage in ways that delay, dilute, or deflect. Recognising the patterns is half the battle.

Generic responses. A long reply that uses many words to say nothing specific. The hallmark is that it does not directly answer the question you asked, but reframes it as something more general that the managing agent can comfortably address.

Transfers and reassignments. Your complaint is passed from the property manager to the customer relations team to a “specialist” to a regional manager. Each handover resets the clock and requires you to re-explain the issue. The pattern is its own evidence.

Promised information that doesn't arrive. "We will send you the breakdown by Friday." Friday passes. You chase. "It's being prepared." Eventually a partial document arrives, missing the specific items you asked about.

Questions answered with questions. Your question about how a figure was calculated is met with "Are you saying you don't think the budget is reasonable?" — shifting the conversation away from the specific question.

Process objections instead of substantive responses. "We need to clarify the scope of your complaint before we can respond" or "We've handled this in our previous correspondence." The substance is never directly engaged.

When you spot these patterns, the appropriate response is not to escalate emotionally. It is to document the pattern factually and continue methodically. In a Stage 2 escalation or a redress scheme application, "the managing agent's response did not address my specific question on [date], despite this being clarified in subsequent emails on [dates]" is a powerful, evidenced statement. "The managing agent has been infuriatingly evasive" is not.

The 8-week clock and the question of when to move on

There is a critical threshold that most leaseholders don't realise they have access to. According to The Property Ombudsman's own guidance, you can refer your complaint to TPO when *either* of the following is true:

- **Eight weeks have passed since you first complained**, and you have not received a final response, **regardless of where the managing agent claims to be in their internal process**, OR
- The managing agent has issued a "final response" or "Final Viewpoint" letter — the formal end of their internal process — even if this happens earlier than eight weeks

There is also a **faster escalation route** that very few leaseholders know about. According to TPO's published guidance: if you make a formal complaint and the managing agent has not responded within 15 working days, and you then chase them and there is still no response within a further 5 working days, you can refer the matter to TPO without waiting the full eight weeks. In effect, persistent non-response within roughly four weeks of a formal complaint can open the door to escalation. The Property Redress Scheme operates on broadly the same principles for managing agents that are members of PRS rather than TPO.

The eight weeks runs from the date the **formal complaint** was raised — not from the date of any earlier informal enquiry. So once you decide to file a formal complaint, the clock starts.

But here is the more important point, and it's one that needs to be understood before deciding what to do at the eight-week mark.

The redress scheme is a side route, not the main route

It is tempting to think of the internal complaints process as a runway leading to the redress scheme. The structure of the process — Stage 1, Stage 2, Final Viewpoint, then external — naturally suggests that. But for most leaseholders with a substantive service charge dispute, the redress scheme is not where the dispute will actually be resolved. The redress scheme cannot rule on the **level or reasonableness of charges**, only on **conduct**. If your dispute is fundamentally about whether a charge is too high, the redress scheme cannot give you what you want, no matter how thoroughly you pursue it.

The substantive forum for service charge disputes is the **First-tier Tribunal (Property Chamber)**. That is the destination Phase 4 of this toolkit walks you through. The internal complaints process serves the tribunal route in three ways:

1. **Procedural completeness.** Tribunals look more favourably on applicants who have given the managing agent a fair opportunity to resolve the matter internally.
2. **Evidence-building.** Every poor response, missed deadline, or evasive reply during the internal process becomes part of the record you can put before the tribunal — particularly when applying for Section 20C and Paragraph 5A costs orders, which are explained in Phase 4.
3. **A small chance of resolution.** Occasionally the internal process does produce a useful outcome. Not often, but it happens.

The redress scheme route is genuinely useful in two situations: when your dispute really is purely about conduct (communication failures, complaint handling, breaches of codes of practice) rather than about the level of charges; and when you want a parallel finding on conduct that sits alongside any tribunal application on the substance. For most leaseholders, the redress scheme is therefore optional, not essential.

So when should you move on from the internal process?

Once you understand that the destination is most likely the tribunal — not the redress scheme — the question of timing reframes itself. It is no longer “when can I escalate to TPO?” but “when has the internal process produced everything useful it’s going to produce, and when do I shift attention toward tribunal?”

Some practical guidance:

- **Allow the internal process to substantially run.** A complaint that has been live for the full eight weeks, with documented failures or evasions on the managing agent’s part, is a stronger evidential foundation for a tribunal application than one cut short. There is rarely a reason to rush.
- **Wait for a Final Viewpoint letter where you can.** A clear written statement that the managing agent will not change its position is the cleanest possible procedural record. It establishes that the internal route is exhausted, removing any later argument that you escalated prematurely.
- **Don’t wait if waiting is being weaponised against you.** If the managing agent is using the internal process to run out the clock — repeatedly resetting, transferring, or refusing to acknowledge formal complaints — the eight-week threshold (or the faster four-week route) gives you the right to step out. You are not obligated to indulge their delays indefinitely.

- **Use the redress scheme when conduct is the issue.** If you genuinely have a clean conduct case — not just frustration with their behaviour, but a documented breach of their procedure or the code of practice — the redress scheme is a legitimate parallel route. Just understand it will not rule on the substantive charges.
- **Begin tribunal preparation in parallel.** You don't have to wait until the internal process is fully complete before starting to gather what you'll need for Phase 4. The two can run alongside each other.

The 8-week threshold gives you **leverage and freedom**. The point is not that you should always rush to use it. The point is that you cannot be trapped in an internal process forever. You can choose when to move on. For most leaseholders, that choice is best exercised when the internal record is mature and the next step is to begin tribunal preparation.

What if Stage 1 comes back unsatisfactory

This is the most common outcome. The Stage 1 response will typically:

- Restate the managing agent's prior position
- Defend the charges as "in line with the lease"
- Acknowledge any communication failures (sometimes with a small goodwill payment, sometimes without)
- Decline to refund or reduce the substantive charges

This is not a failure on your part. It is the predictable outcome of asking a managing agent to acknowledge they have overcharged you. They will rarely concede the substance.

What you do next depends on what the Stage 1 response said:

- **If they have addressed the substance and you are persuaded by their reasoning** — even if you don't love it — consider whether continuing is worth your time.
- **If they have not addressed the substance, or addressed it in ways that are factually wrong, or relied on assertions you can disprove** — escalate to Stage 2.
- **If they have made the substantive position clear and you disagree, but the response is essentially honest** — Stage 2 may not add much. You may be ready to think about external escalation.

When escalating to Stage 2, be specific about why the Stage 1 response is unsatisfactory. Don't just say "I am dissatisfied." Say: "The Stage 1 response (dated [date]) did not address my specific question about [X]. It also stated [Y], which is contradicted by [evidence]. For these reasons, I am escalating to Stage 2."

A template Stage 2 escalation letter is in the appendix.

What about offers of compensation?

Sometimes during the internal complaints process — or shortly after — the managing agent or its redress scheme will offer compensation, often for “communication failures” or “complaint handling delays.” This is worth careful thought before accepting.

Such offers typically have two characteristics worth noting:

- The compensation is usually for the **process failures** (poor communication, delays in responding) rather than for the **substantive matter** in dispute (the level of the disputed charge itself)
- Acceptance is typically framed as **“full and final settlement”** of the complaint

The risk: if you accept a small compensation offer for process failures, the managing agent or its redress scheme may later argue that the matter is settled, and use that acceptance against you if you continue to pursue the substantive dispute (for example at tribunal). At minimum, the existence of an accepted settlement complicates your position in any later proceedings.

This is not legal advice, and the right answer depends on the specific wording of any offer and your specific circumstances. But as a general principle: do not accept any offer of compensation without first reading exactly what you are being asked to settle, and considering whether accepting it could prejudice your ability to pursue the substantive dispute. If in doubt, decline politely and continue.

When the internal process has run its course

There comes a point in most disputes where the internal complaints process has produced everything it’s going to produce, and continuing to engage with it adds nothing useful. Recognising that point is part of moving the dispute forward.

The internal process has run its course when one or more of these things is true:

- The managing agent has made a final position clear in writing — typically through a Final Viewpoint letter — and there is no reasonable prospect that further internal escalation will change it
- The managing agent has demonstrably failed to engage within statutory or stated timeframes (eight weeks have passed without a final response, or the managing agent has missed multiple stated response deadlines)
- The managing agent has actively obstructed the complaint — refused to register it, refused to acknowledge it, or treated it solely as a routine enquiry despite repeated formal characterisation

When you reach this point, the appropriate next step depends on what your dispute is fundamentally about:

- **If the substantive issue is about the level or reasonableness of charges** — the most common situation — the next step is to begin preparing for an application to the First-tier Tribunal (Property Chamber). This is Phase 4 of this toolkit. The internal complaints record you have built becomes part

of the evidence base for that application. The redress scheme is not the route that will resolve the substantive matter, regardless of how thoroughly you pursue it.

- **If the issue is purely about conduct** — communication failures, complaint handling failures, breaches of codes of practice — the next step is to file a complaint with the redress scheme the managing agent belongs to (TPO or PRS). This is covered in Phase 3.
- **If both apply** — and they often do — the two routes can run in parallel, but the tribunal route should be the priority for the substantive matter, with the redress scheme as a separate conduct claim.

Either way, the internal process is not the end of the journey. It is the foundation. Phase 3 walks through external escalation routes (including but not limited to the redress scheme), and Phase 4 walks through the tribunal route in detail.

Even if you are clear that tribunal is the destination, it is usually still worth filing a formal Stage 1 complaint and letting it run to its conclusion, for the procedural and evidential reasons set out earlier. The Stage 2 stage may be the one you can reasonably skip if Stage 1 has already made the managing agent's position unmistakably clear.

What to be doing during this phase

Beyond the complaints correspondence itself, this is the phase to be quietly building your wider case:

- **Continuing to collect evidence** identified in Phase 1 (service charge demands, accounts, lease, photographs)
- **Reaching out to other leaseholders** in your building. If others are experiencing the same issues, that strengthens your position considerably. Keep a list of who has expressed concerns and what they have said.
- **Reading the managing agent's published code of practice** (RICS or ARMA codes commonly apply) — failures to follow the code can become grounds for redress scheme complaints
- **Familiarising yourself with the redress scheme** the managing agent belongs to, so you are ready to escalate when the time comes

At the end of Phase 2

By the end of this phase, you should have:

- A complete written record of every interaction with the managing agent
- A documented Stage 1 complaint and Stage 1 response
- A documented Stage 2 escalation and Stage 2 response (or evidence that the managing agent failed to respond within the relevant timeframe)
- A Final Viewpoint letter from the managing agent, or a clear demonstration that one has not been provided within the 8-week window

- A clearer picture of whether the managing agent will engage substantively, and whether the dispute will need external resolution
- An emerging evidence base for whatever route comes next

If the managing agent has resolved the dispute to your satisfaction at this stage, the journey ends here. That is genuinely a good outcome.

If the managing agent has issued a final position that does not resolve the substantive dispute — which is the more common outcome — you have decisions to make about which external routes to pursue. Phase 3 lays out the available external routes (redress scheme, MP, regulator, auditor) and how to use each appropriately. Phase 4 covers the tribunal route in detail, which is typically the substantive forum for service charge disputes.

ewpage

Phase 3: External escalation

If the internal complaints process has run its course without resolution, you have several external routes available. The important thing to understand from the start is that **these are not a sequence**. They are parallel options, each with different strengths and limits, and the right combination depends on what your dispute is fundamentally about.

For most leaseholders whose dispute centres on the **level or reasonableness of service charges**, the substantive forum is the First-tier Tribunal (Phase 4). External escalation routes covered in this phase serve mainly to support that tribunal case — by extracting documents, building evidence, and providing background pressure — rather than to resolve the dispute on their own.

The exception is where your dispute is purely about **conduct** — communication failures, complaint handling, breaches of codes of practice — and not about the underlying charges. In that case, the redress scheme route covered below is the substantive forum.

This phase walks through:

1. The redress schemes (The Property Ombudsman and the Property Redress Scheme)
2. MP escalation
3. Companies House and regulatory bodies
4. Free advisory bodies (LEASE, LKP, Citizens Advice, Shelter)
5. Things that mostly don’t work — and why

It then offers a decision framework for which routes are worth pursuing in your specific case.

The redress schemes (TPO and PRS)

Every property managing agent in England is required by law to belong to one of two government-approved redress schemes: **The Property Ombudsman (TPO)** or the **Property Redress Scheme (PRS)**. Most large managing agents are with TPO. Both schemes operate similarly. You can find which scheme your managing agent belongs to on its complaints procedure page or by searching the schemes’ member directories.

What the redress schemes can do

- Investigate complaints about the **conduct** of managing agents — communication failures, complaint handling, breaches of relevant codes of practice (RICS Service Charge Residential Management Code, ARMA Consumer Charter, Property Institute standards)

- Make findings against managing agents and require apologies, procedural changes, or compensation
- Award compensation up to a maximum of £25,000

What the redress schemes cannot do

This is the most important thing to understand: **the redress schemes cannot adjudicate on the level or reasonableness of service charges, nor on the quality of works or services for which charges are made.** Those questions are explicitly outside their jurisdiction. As The Property Ombudsman's own consumer guidance states: "*investigating the fairness of service charges, and the quality of services or works they are collected for, falls outside of the jurisdiction of The Property Ombudsman. Challenges must be referred to the First-Tier Tribunal.*"

The compensation reality

The £25,000 maximum is a ceiling, not a typical outcome. According to TPO's own published guidance: *"Amounts over £500 are not awarded very often — only when there is absolutely no doubt that an agent has caused you significant financial loss. Most compensation is less than £500."* TPO awards are typically given for "aggravation, distress and inconvenience" caused by an agent's conduct, not as restitution for disputed charges.

What this means in practice: even a relatively modest service charge dispute — say, £1,500 of overcharged management fees — is very unlikely to be recovered through a TPO award. The TPO is not the route to get money back. It is the route to get an acknowledgement of poor conduct, a procedural recommendation, and possibly a few hundred pounds for distress.

When the redress scheme is worth pursuing

- **When your dispute is purely about conduct**, not about the level of charges. You want a finding that the managing agent breached its procedural obligations, communicated poorly, mishandled your complaint. The redress scheme is the right forum for this.
- **When you want a parallel conduct finding alongside a tribunal application.** A redress scheme decision against the managing agent on conduct can be useful background context for a tribunal hearing on the substantive matter, although the tribunal will reach its own findings on conduct as part of its decision.
- **When you have a relatively simple, quick-to-resolve grievance** that doesn't really warrant the time and cost of a tribunal application.

When the redress scheme is not worth pursuing

For most leaseholders with a substantive service charge dispute, the redress scheme adds work without commensurate value. The **First-tier Tribunal can consider both the conduct of the managing agent and the level of service charges in the same proceedings.** It can find that charges were unreasonable

AND that the managing agent's conduct fell short. It can order specific reductions in charges, make Section 20C orders preventing the landlord from recovering its legal costs, and make Paragraph 5A orders on administration charges. The tribunal is, for substantive disputes, the more powerful forum.

If you are likely to end up at tribunal regardless, the redress scheme is largely duplicative. It cannot give you what you actually need (a determination on the substantive charges), and the time spent pursuing it is time not spent preparing for tribunal. Many leaseholders complete the internal complaints process, observe that the redress scheme cannot help with their substantive grievance, and proceed directly to tribunal.

Running TPO and tribunal in parallel — and the right to reject

It is worth being clear about a strategic option that is often missed: **the redress scheme route does not foreclose the tribunal route**, provided you are careful about what you accept and when.

The mechanics: when TPO (or PRS) reviews your complaint, they will eventually issue a proposed decision or award. That decision becomes binding on the managing agent only if you, the leaseholder, accept it. You are entirely free to **reject** a TPO award if it is inadequate. Rejection releases you from the redress scheme outcome and preserves your right to pursue the matter through the courts or tribunal — for the substantive elements that the redress scheme could not adjudicate anyway.

In practice, this means a leaseholder who is heading to tribunal can also have a TPO complaint live in the background. The TPO will eventually propose a finding on conduct and possibly a small compensation award. If the proposal is meaningful (a clear adverse finding on the company's conduct, or compensation that genuinely reflects the harm caused), accepting it may be worthwhile and closes that strand. If the proposal is inadequate — a token compensation that does not reflect the dispute — rejecting it loses you nothing, because the substantive matter was always going to need the tribunal.

Two cautions, however:

- **Acceptance is "full and final settlement" of the complaint reviewed.** Do not accept a TPO award that purports to settle the substantive service charge dispute, because the tribunal route would then likely be foreclosed. Accept only awards that are clearly limited to conduct findings or compensation for distress, and read the precise wording carefully.
- **Don't run TPO purely to extract leverage**. The schemes are not designed to be used as a tactical lever in tribunal proceedings, and pursuing a parallel complaint that you don't really intend to engage with wastes everyone's time, including your own. The reason to run a parallel complaint is that you genuinely have a clean conduct issue that the scheme can adjudicate, not because you want to put pressure on the company.

The practical effect: TPO and tribunal are not mutually exclusive. They are different forums with different jurisdictions, and a well-managed dispute may engage both. The key discipline is to be clear about what each is doing and not to accept a settlement in one forum that closes off the other.

A note on accepting redress scheme compensation offers

If the managing agent or the redress scheme makes you a settlement offer at any point, read carefully what you are being asked to settle. Acceptance is typically framed as “full and final settlement,” and accepting a small offer for “complaint handling failures” can be argued by the managing agent at tribunal as evidence the matter is resolved. As discussed in Phase 2: if you are continuing to pursue a substantive dispute at tribunal, do not accept a settlement on conduct that could prejudice your wider position. If unsure, decline politely and continue.

MP escalation

Writing to your Member of Parliament is genuinely useful, but its value isn’t always what people expect. Most leaseholders write to their MP hoping for political intervention that will produce a refund. That is rarely what happens. The realistic uses of MP escalation are different and worth understanding clearly.

Two genuine uses

First, information leverage. When an MP writes to a managing agent (or the Minister responsible for housing) on behalf of a constituent, the political dimension changes the response dynamic. The company will typically respond more substantively, more promptly, and at a more senior level than they would to a leaseholder writing alone. This is not because the MP has any direct power over the dispute. It is because companies behave differently when responding via Ministerial correspondence than they do when responding to ordinary customer enquiries. The substantive responses, documents, and admissions that come out of this process can be useful evidence for a subsequent tribunal application.

Second, constituent service. Every MP — regardless of their views on leasehold reform or whether they have any specialist interest in the topic — has a basic duty of care to their constituents. They will pursue procedural concerns on your behalf, write to the relevant Minister, and follow up on their behalf. You don’t need an MP who is personally passionate about leasehold reform for this to be useful. You just need an MP who handles their constituency casework competently. Many do.

What MP escalation typically does not do

- It does not directly resolve the dispute. The managing agent does not have to do anything substantive in response to an MP letter.
- It does not produce a refund or a reduction in charges. Only a tribunal can order that.
- It does not in itself establish a finding of wrongdoing. The MP has no judicial role.

How to write a useful MP letter

A useful MP letter is short, factual, and specific about what you are asking the MP to do. Three things to include:

1. **A brief, factual summary of the dispute.** Two or three paragraphs. The names of the relevant companies, the nature of the disputed charges, the steps you have already taken (Stage 1 complaint, Stage 2 complaint, response received).
2. **What you are asking the MP to do.** Usually one of: write to the Secretary of State for Housing, Communities and Local Government on your behalf; write to the managing agent on your behalf requesting a substantive response; raise the issue as part of broader concerns about the leasehold sector if they have an interest in that area. Be specific.
3. **Supporting documents.** Attach key correspondence (Stage 1 complaint, Stage 2 response, Final Viewpoint letter). Don't overwhelm — three or four documents is enough.

A template MP letter is in the appendix.

A realistic expectation

Most MP escalation produces, after some weeks or months, a Ministerial response from the relevant department restating the government's general position on leasehold reform, plus a more substantive response from the managing agent than you previously received. The substantive response from the company is often the genuinely useful output. It can be cited at tribunal as the company's stated position, and any inconsistencies between what the company tells the Minister and what they previously told you become evidence.

Companies House and regulatory bodies

Some service charge disputes involve issues that go beyond the managing agent's conduct or competence — they involve **structural or financial relationships** that are themselves part of the problem. Common examples include:

- Insurance arranged through a broker that is owned by, affiliated with, or has shared directors with the managing agent
- Utility supply contracts with related-party suppliers
- Reserve fund management where there are questions about how funds are held or accounted for
- Complex group structures that obscure who is benefitting from particular charges

In these cases, **Companies House and regulators can be useful sources of evidence** for a tribunal application — not as forums for redress, but as sources of factual information that supports your substantive case.

Companies House

Companies House records are public, free, and searchable. For a managing agent, freeholder, or related entity, you can typically obtain:

- The company's registered address and registered office
- Names of current and former directors and their other directorships
- Annual accounts (filed publicly for most companies)
- Records of any charges or filings
- Confirmation statements showing ownership (where filed)

This information is most useful for **identifying related-party arrangements**. If your insurance broker shares directors with your managing agent, that is a fact you can establish from Companies House records. If your managing agent and your freeholder are part of the same corporate group, that is similarly verifiable. Such facts can be powerful at tribunal when challenging the reasonableness of charges, because they undermine the claim that costs were obtained through arms-length market-rate arrangements.

You can search Companies House at find-and-update.company-information.service.gov.uk. Free.

The Financial Conduct Authority (FCA)

The FCA regulates insurance brokers. If your buildings insurance is arranged through an FCA-regulated broker, particularly one with a related-party relationship to your managing agent, **the FCA's rules from December 2023 onward require that broker to**:

- Treat leaseholders as customers of the insurance policy
- Not recommend a policy on the basis of commission
- Disclose commissions and other forms of remuneration
- Act in leaseholders' best interests
- Ensure the policy provides "fair value" to leaseholders

If you have evidence the broker has not complied — for example, refused to disclose commissions, recommended a policy clearly skewed by remuneration, or failed to treat you as a customer of the policy — you can file a complaint with the FCA. The FCA does not provide direct compensation to individuals (that's the Financial Ombudsman Service for some cases), but FCA action against a broker can produce evidence and findings that strengthen a tribunal case.

Utilities and heat networks (Ofgem and the Energy Ombudsman)

Communal utilities — electricity, gas, hot water, communal heating systems — can be a particular hotspot for disputes. Two distinct issues commonly arise:

- **Related-party utility supply arrangements.** If your communal electricity, gas, or heat is supplied by a company connected to your managing agent or freeholder (shared directors, common ownership, or

a group structure), this raises the same conflict-of-interest concerns as related-party insurance. Companies House records (above) are usually the starting point for verifying these relationships.

- **Heat networks specifically** (district or communal heating systems supplying multiple homes from a central plant). These have a new regulatory regime as of January 2026.

Heat networks under Ofgem regulation. Ofgem became the regulator for heat networks in Great Britain on 27 January 2026, and authorisation conditions for heat suppliers and operators are being phased in through 2026 and 2027. The new regime introduces consumer protection standards similar (though not identical) to those for gas and electricity, including requirements around billing transparency, fair pricing, and customer service.

The Energy Ombudsman for heat network complaints. Since 1 April 2025, leaseholders supplied by a heat network can take unresolved complaints about billing, customer service, supply outages, or transparency to the Energy Ombudsman. This is a free, independent service, parallel to (but different from) The Property Ombudsman covering managing agents. If the dispute is specifically about the heat supplier — billing accuracy, communication, service quality — and not about how the cost is allocated through the service charge, the Energy Ombudsman is the relevant forum.

Where the line sits between routes. This area can get confusing because the same charge can sit at the intersection of multiple regimes. As a rough guide:

- If the dispute is about the *level* of the heat or utility cost being passed through to leaseholders via the service charge → First-tier Tribunal
- If the dispute is about the *quality, billing, or service* of the heat supplier → Energy Ombudsman (where the supplier is a heat network)
- If the dispute is about a *related-party arrangement* between the managing agent/freeholder and the utility supplier → Companies House for evidence, with the substantive challenge through the tribunal

For complex utility issues, particularly involving heat networks, the Leasehold Advisory Service (below) is well placed to give specific guidance on which route applies to your situation.

Building Safety Regulator (for higher-risk buildings)

If you live in a “higher-risk building” as defined by the Building Safety Act 2022 (broadly, buildings of at least 18 metres or seven storeys, with at least two residential units), the Building Safety Regulator has jurisdiction over building safety matters. Service charge disputes specifically about building safety costs (waking watches, fire risk assessments, remediation works) may have specific provisions under the Building Safety Act in addition to the standard service charge framework.

This is a specialist area, and if your dispute involves building safety costs, you should seek qualified advice. The Leasehold Advisory Service (below) can help with initial guidance.

Realistic expectations on regulatory routes

These are slow processes. Companies House searches take minutes, but FCA and Building Safety Regulator investigations take many months. They are not routes to resolve a dispute on a timeline that matters. They are routes to build evidence for the tribunal route, or to put long-term pressure on conduct that is broader than your specific case.

Free advisory bodies

Several organisations provide free, qualified advice and support to leaseholders. Using them is not "escalation" in the same sense as the routes above — they are not adjudicators, regulators, or pressure points. They are sources of advice, perspective, and support. For most leaseholders, especially those self-representing through a complex dispute, they are genuinely valuable.

LEASE (the Leasehold Advisory Service)

LEASE is funded by the Ministry of Housing, Communities and Local Government and provides free initial advice to leaseholders on residential leasehold and park home matters. They have a telephone advice service, an extensive website with factsheets, and template letters for many of the standard situations leaseholders encounter (Section 21 requests, Section 22 requests, formal complaints, tribunal applications).

LEASE advice is free, qualified, and grounded in the same statutory framework discussed throughout this toolkit. They can:

- Answer specific questions about your situation in light of the lease and statutory framework
- Help you understand what rights apply
- Point you toward the right route for your particular dispute
- Provide template letters and procedural guidance

What LEASE cannot do: take on your case, represent you at tribunal, or provide formal legal advice in the sense of telling you what to do. They provide information that helps you make your own decisions.

LEASE is at lease-advice.org. Telephone advice is available during weekday business hours.

Leasehold Knowledge Partnership (LKP)

LKP is a charity that campaigns on leaseholder issues and runs an active website covering leasehold abuses, legal developments, and reform efforts. They are not a casework organisation in the same sense as LEASE — they don't provide individual advice — but they are an excellent source of context, news, and awareness of how leasehold disputes typically unfold across the sector.

For leaseholders in dispute, LKP is most useful for:

- Background context on managing agents, freeholders, and the sector generally

- Awareness of similar cases and how they were resolved
- Reform watching and connection to broader leaseholder community

LKP is at leaseholdknowledge.com.

Citizens Advice and Shelter

For general housing advice — particularly when the dispute touches on housing precarity, affordability, or related issues — both Citizens Advice and Shelter provide free, qualified support. They are not specialists in leasehold service charge disputes specifically, but they can help with broader housing-related matters and signpost to specialist support.

Why advisory bodies matter

A service charge dispute can feel like it requires you to become a part-time legal expert. To some extent it does. But you don't have to be alone in that process. LEASE in particular exists specifically to help leaseholders navigate situations like the one this toolkit covers. Calling them, even early in your dispute, can save you weeks of misdirected effort. Use them.

Things that mostly don't work

Some routes feel intuitive but rarely deliver useful results. Worth knowing about so you don't waste time on them.

Withholding service charges

The instinct to withhold service charges in protest is understandable but almost always counterproductive. Failing to pay service charges constitutes a breach of the lease, which can lead to forfeiture proceedings (the landlord seeking to terminate the lease) and credit consequences. The leaseholder's right to challenge service charges does not, in itself, give the right to withhold them — those are separate things. Even where leaseholders genuinely believe charges are unreasonable, the legally and strategically sound approach is to **pay under protest** (in writing, stating that payment is made on a "without prejudice" basis pending resolution) and then pursue a refund through the tribunal route. The tribunal will consider whether charges paid were reasonable and can order refunds where they were not.

There are very limited exceptions — for example, where a service charge demand fails to comply with statutory requirements (such as Section 21B), the leaseholder may withhold payment until the requirements are met. But these are narrow technical defences, not general permission to refuse payment of disputed charges. If considering withholding, get qualified advice first.

Public reviews and Trustpilot

Posting negative reviews on Trustpilot, Google, or similar platforms can feel cathartic, but rarely produces movement on the substantive dispute. Managing agents either ignore them or post bland generic responses. The reviews may help future leaseholders identify the company's track record, which is a kind of public service, but they will not resolve your case. Spend the time on documentary work for tribunal instead.

Social media campaigns

Naming and shaming managing agents on social media can occasionally produce a short-term media response, but it carries real risks. Specific allegations about company conduct, particularly where they go beyond what has been formally established by a tribunal or other adjudicator, can expose you to defamation claims. The companies have legal teams and the resources to send letters they know will land hard on a leaseholder without similar resources. The risk-reward calculus generally points away from public campaigns, especially while a dispute is live.

If you want to share your experience publicly — which can be valuable for awareness and reform — wait until your case has been resolved through formal channels and you can speak from a basis of established fact. The case study version of your experience, drawn from the public record of tribunal decisions, is far safer ground than live commentary during the dispute.

Choosing your routes: a decision framework

The point of this phase is not to do everything, but to do the right things for your case. Here is a rough framework.

If your dispute is purely about conduct (no substantive issue with charges)

- File a complaint with the redress scheme (TPO or PRS) once internal process is exhausted
- Consider MP escalation if you want additional procedural pressure
- LEASE for advice if needed

If your dispute is about the level or reasonableness of charges (with or without conduct issues)

- Begin preparation for a First-tier Tribunal application (Phase 4)
- Consider MP escalation primarily as an information-extraction tool to support the tribunal case
- Use Companies House to verify related-party relationships if relevant
- Consider FCA complaint if insurance is relevant
- Use LEASE for advice and template letters

- The redress scheme may be optional rather than essential — pursue only if you have a clean conduct case alongside the substantive matter and you specifically want a parallel finding

Always

- Keep building documentation
- Track other leaseholders' experiences in your building
- Use free advisory bodies — there is no virtue in struggling alone

Don't

- Don't withhold service charges as a tactic
- Don't run public campaigns or post specific allegations on social media while the dispute is live
- Don't pursue every available route just because it exists — escalation routes are tools, not a checklist

At the end of Phase 3

By the end of this phase, you should have:

- A clearer picture of which external routes are worth pursuing for your specific dispute
- Any relevant external complaints filed (redress scheme, regulator) where appropriate
- Any MP correspondence underway, with realistic expectations of what it will produce
- Verified factual evidence from Companies House and other public sources, where this supports your substantive case
- Connection to LEASE or other advisory bodies for ongoing support

If your dispute is fundamentally about the level or reasonableness of charges, the substantive forum for resolution is the First-tier Tribunal. That's Phase 4, and it's the most consequential phase in this toolkit.

ewpage

Phase 4: The First-tier Tribunal

For most leaseholders with a substantive service charge dispute, this is where the journey actually leads. The First-tier Tribunal (Property Chamber) is the statutory forum for determining the level and reasonableness of service charges in England. It is the only forum that can definitively rule whether a charge is payable and in what amount.

This phase is the longest in the toolkit because there is a lot to get right. A well-prepared tribunal application has a meaningfully better chance of succeeding than a poorly prepared one, and most of what makes a strong application is process and discipline rather than legal expertise. The tribunal is designed to be accessible to leaseholders representing themselves. It will not punish you for not being a lawyer. But it does expect you to make your case clearly, with evidence, and within its procedural framework.

This phase covers:

1. What the tribunal is and what it can do
2. Whether tribunal is the right route for your dispute
3. The application itself
4. The critical orders to apply for at the outset
5. What happens after you apply: directions and case management
6. Building your statement of case
7. Evidence and witness statements
8. Common respondent tactics and how to handle them
9. Self-representing or hiring a lawyer
10. The hearing
11. The decision and what to do with it

What the tribunal is and what it can do

The First-tier Tribunal (Property Chamber) is part of HM Courts and Tribunals Service. It is independent and impartial. For service charge disputes, it operates from regional offices across England (London, Northern, Midlands, Eastern, Southern). Your case will normally be heard at the regional office covering your property, often at a venue near where you live.

Tribunal panels typically consist of two or three members:

- A **judge** (sometimes called the chairman), usually a solicitor or barrister with experience in property law
- A **valuer member**, typically a chartered surveyor
- Sometimes a **lay member** with relevant experience

For service charge cases, the panel reads the documents in advance, hears both parties at the hearing, may inspect the property if either party requests or the tribunal considers it necessary, and issues a written decision normally within six weeks of the hearing.

What the tribunal can do:

- Determine whether a service charge is **payable** under the lease
- Determine whether a service charge is **reasonable** in level
- Determine whether services or works were of a **reasonable standard**
- Make orders limiting the recovery of landlord's costs (Section 20C and Paragraph 5A — covered below)
- Determine the reasonableness of administration charges (variable ones) under Schedule 11 of the Commonhold and Leasehold Reform Act 2002
- Order reimbursement of tribunal fees in appropriate cases
- In limited circumstances, make costs orders against parties who have acted unreasonably

What the tribunal cannot generally do:

- It cannot order a refund of money already paid as such — but if it determines that charges were not payable, the practical consequence is that you can pursue recovery through the County Court (Phase 5)
- It cannot adjudicate disputes the leaseholder has formally agreed to or admitted (note: paying the charge is not, by itself, an admission)
- It does not award damages for inconvenience or distress (that is a redress scheme function)

Whether tribunal is the right route for your dispute

The tribunal is the right route when:

- Your dispute is fundamentally about the **level or reasonableness** of one or more service charge items
- Your dispute is about **whether a charge is payable** under the terms of your lease at all
- You have specific items you can identify, with reasons why you consider each unreasonable, supported by some form of evidence (or at least a clear articulation of why the managing agent's justification is inadequate)

The tribunal is generally not the right route when:

- Your dispute is purely about **conduct** with no substantive challenge to the charges (use the redress scheme route in Phase 3 instead)
- You are simply unhappy with the level of charges in the abstract but cannot point to specific items or reasons (the tribunal needs specifics to work with)
- Your concern is about the lease itself rather than the charges payable under it (lease extension, enfranchisement matters need different routes — and usually professional advice)
- You are considering Right to Manage or appointing a different manager (RTM is briefly covered in Phase 5; both routes generally require specialist advice)
- You are dealing with possible forfeiture of the lease or have been served with court proceedings (this is a situation where you should get qualified legal advice immediately)

A useful self-test: can you write a numbered list of specific charges you are challenging, with a one-paragraph reason for each? If yes, the tribunal is likely the right route. If you find yourself reaching for vague language like “the whole thing is unfair,” more work is needed before applying.

The application

The form is officially called *Application for a determination of liability to pay and/or reasonableness of service charges*. It is downloadable from the First-tier Tribunal Property Chamber pages on gov.uk and is the standard form used for applications under Section 27A of the Landlord and Tenant Act 1985.

The form asks for:

- Details of you (the applicant) and the respondent
- Details of the property and the lease
- The specific service charges being challenged (year, item, amount)
- Brief reasons why each charge is challenged
- What orders you are seeking
- Whether you want a hearing or a paper determination

You can complete the form yourself. It does not require legal language. Plain English is fine, indeed preferred. The tribunal expects applications from leaseholders without legal training and the form is structured accordingly.

A few practical points:

- **Be specific about which charges you are challenging.** Identify each by service charge year, line item, and amount. The tribunal will only consider what you have specifically put in dispute. A vague challenge to “the 2024 service charge” is too broad; a challenge to “the 2024 reserve fund contribution of £X and the 2024 management fee of £Y” is the right level of specificity.

- **Identify the right respondent.** This is the person liable to you under the lease for providing services and demanding payment — typically the freeholder, occasionally a Resident Management Company. The managing agent is normally not the respondent in their own right; they act for the landlord. Identifying the wrong respondent is a procedural issue that respondents sometimes try to use to delay or strike out cases. Get this right at the outset by checking your lease and any service charge demands.
- **Apply for a hearing rather than a paper determination** if your case has any complexity. A paper determination means the tribunal decides on documents alone. For substantive disputes with disputed evidence, an oral hearing is almost always better.

Fees

There are two fees:

- **An application fee of £114** payable when you submit the application
- **A hearing fee of £227** payable when notified of the hearing date

Both fees can be **waived or reduced** if you are on certain benefits or have limited means. The form for fee remission is called the *EX160* and is available on gov.uk. If you might qualify, apply for remission at the outset.

The tribunal can order the respondent to **reimburse** these fees if your case succeeds. This is not automatic — you have to ask for it (see below).

A template skeleton for the application is in the appendix.

The critical orders to apply for at the outset

When you submit your application, you will be asked what orders you are seeking. Most leaseholders only ask for the substantive determination on the charges. **Three additional orders are critical and easy to miss.** Failing to ask for them at the outset can have significant consequences if you win the substantive case but find the costs of your win wiped out by the landlord's response.

Section 20C order

Under Section 20C of the Landlord and Tenant Act 1985, you can apply for an order that the landlord's costs of these tribunal proceedings are not to be recoverable through the service charge.

Why this matters: most leases give the landlord the right to recover legal and management costs through the service charge. Without a Section 20C order, even if you win on the substantive issue, the landlord can simply add their legal costs of fighting the case (which can run into thousands of pounds) to your future service charges — recovering, in effect, what they lost on the substance. The Section 20C order prevents this.

The order is discretionary, but tribunals are typically willing to grant it where the leaseholder has succeeded in whole or significant part. Always apply for it. There is no cost to doing so, and the consequence of forgetting can be severe.

Paragraph 5A order

Under Paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002, you can apply for an order reducing or extinguishing the landlord's right to recover its costs of the proceedings as an *administration charge*.

This order serves a similar purpose to Section 20C, but covers a different recovery mechanism. Many leases allow landlords to charge administration fees for "costs of legal proceedings." A Paragraph 5A order limits or removes this. Where you are also applying for a Section 20C order, you should apply for both — they cover different routes by which the landlord might attempt to recover costs from you.

Reimbursement of tribunal fees (Rule 13 / equivalent power)

The tribunal has the power to order one party to reimburse the application and hearing fees paid by the other. This is sometimes informally referred to as "Rule 13 reimbursement" (after the 2013 Procedure Rules) or "Regulation 9" reimbursement (the older language from the Leasehold Valuation Tribunal regime). Either way, it is the same thing: an order that the other party reimburses your fees.

It is at the tribunal's discretion, but where the leaseholder has succeeded, reimbursement of the £114 + £227 = £341 in fees is a reasonable thing to ask for. As with the orders above, you have to ask. The tribunal will not award it automatically.

How to ask

You can include each of these requests in the application itself (in the section asking what orders you are seeking). You should also reiterate them in your statement of case and at the hearing. They are easy to forget in the heat of arguing the substance — which is exactly why putting them in the application form at the outset is so important.

What happens after you apply: directions and case management

Once your application is received, the tribunal acknowledges it, sends a copy to the respondent, and asks the respondent to indicate whether they oppose the application. If the respondent opposes (which they almost always will), the tribunal then issues **directions**.

Directions are the tribunal's procedural orders telling each party what to do and by when. They typically include:

- A timetable for exchanging statements of case (yours first, then the respondent's, sometimes with a reply from you)
- A date by which the bundle of documents must be prepared and submitted
- Whether and when witness statements are required
- Whether expert evidence is permitted and on what terms
- The hearing date

The directions are binding. Failure to comply with them — late submissions, missing documents, missed deadlines — can result in the tribunal striking out part or all of your case, or barring you from relying on certain evidence. **Treat the directions as the spine of your case management. Diary every deadline. Send everything required by the dates required.**

If you genuinely cannot meet a direction (illness, unforeseen circumstances), apply to the tribunal for an extension in writing as early as possible, with reasons. The tribunal is generally reasonable about extensions sought in good faith. It is not reasonable about parties who simply miss deadlines without explanation.

A realistic timeline

The total timeline from application to hearing varies widely depending on regional caseload, the complexity of the case, and how cooperatively the parties engage with directions. The honest picture for a typical service charge case looks roughly like this:

Stage	Typical duration
Application submitted to acknowledgement received	1–3 weeks
Acknowledgement to first directions issued	4–8 weeks
Directions issued to applicant's statement of case due	4–6 weeks from directions
Applicant's statement of case to respondent's statement of case	4–6 weeks
Respondent's statement of case to applicant's reply (if directed)	2–4 weeks
Reply submitted to bundle preparation deadline	4–8 weeks
Bundle deadline to hearing date	4–8 weeks
Hearing to written decision	4–6 weeks

Adding these together, a straightforward case from application to decision is typically **six to twelve months**. Cases involving complex evidence, multiple challenged items, or contested directions can run to fifteen months or longer. Faster timelines are possible but unusual.

Build mental capacity for this being a long road. Some practical implications:

- **You will keep receiving service charge demands during the process.** A tribunal application does not pause your obligations under the lease. You should continue to pay charges as they fall due (under protest, in writing, on a "without prejudice" basis pending the tribunal's decision). The tribunal can order refunds of unreasonable charges later; what it cannot do is protect you from forfeiture for non-payment in the meantime.
- **The dispute will run alongside your normal life.** Several months of preparation work, often in evenings and weekends, while continuing to live in the property and (in most cases) interact with the same managing agent in the ordinary course of building life.
- **Other life decisions become more complex.** Selling the flat, refinancing, or making major renovations during a live tribunal case is harder. Buyers' solicitors may ask questions about the dispute. Lenders may want to understand what is happening. None of this is fatal — many leaseholders sell or refinance during disputes — but it adds friction.

- **Diary the directions deadlines as soon as you receive them.** A six-month timeline disappears quickly when you are juggling a job and the rest of life. Calendaring every required step is essential discipline.

The wider journey — from first noticing a problem (Phase 1) through to actually receiving any refund (Phase 5) — typically spans **eighteen months to over two years.** This is one of the things that makes leasehold service charge disputes structurally difficult: the asymmetry between the time the leaseholder must invest and the time the managing agent's staff invest (their job; your evenings and weekends) is a real constraint on access to justice.

None of this should put you off if your case is sound. But it should inform the decision to start. A modest dispute over £200 may not justify two years of effort. A meaningful dispute over £2,000+, or one that is part of a wider pattern of mismanagement, often does.

The case management conference

In some cases — particularly more complex ones — the tribunal will arrange a **case management conference (CMC)**. This is a short, relatively informal hearing (often by telephone or video) at which the tribunal considers what directions to make, identifies the issues, and gives both parties a chance to ask procedural questions. If a CMC is scheduled, attend it. It is also a useful opportunity to raise concerns about respondent behaviour, missing documents, or unclear directions.

Building your statement of case

Your statement of case is the substantive document that sets out your position. It is more detailed than the application form. It is typically served on the respondent and submitted to the tribunal as one of the directions.

A good statement of case has the following structure:

1. **Introduction.** A brief paragraph identifying the parties, the property, the lease, and the application reference.
2. **The challenged charges.** A clear list of every charge you are challenging, identified by year, item, and amount. This is the spine of the case.
3. **Reasons for challenge — by item.** For each challenged charge, set out why you consider it unreasonable or not payable. This is where you do the substantive work. Each item gets its own subsection.
4. **Pattern evidence.** If there is a wider pattern of mismanagement that supports the individual challenges (poor communication, missed deadlines, breaches of codes of practice, prior complaints), set this out as a separate section. This is particularly relevant for management fee challenges.
5. **Statutory framework.** A short section identifying the relevant statutory provisions (Section 19 LTA 1985 reasonableness test, Section 20 consultation requirements where relevant, Schedule 11 CLRA

2002 for administration charges). The tribunal knows the law — you don't need to teach it. But identifying the framework you are relying on is helpful.

6. **Supporting evidence.** A list of documents you are relying on, cross-referenced to where they appear in the bundle.
7. **Orders sought.** Restate the orders you are asking the tribunal to make: the substantive determination, Section 20C, Paragraph 5A, fee reimbursement.

What a strong item-by-item challenge looks like

The single most important part of your statement of case is the item-by-item analysis. This is what the tribunal will spend most time considering. Each challenged charge should follow a consistent structure. A worked example for a reserve fund challenge:

> **3.2 Reserve fund contribution, year 2024–25: £1,419.61**
>
> The Applicant challenges this contribution as unreasonable, on the following grounds:
>
> 3.2.1 The contribution represents a substantial increase from previous years (£X in 2022-23, £Y in 2023-24). No explanation has been provided for the increase.
>
> 3.2.2 The Applicant has requested, on [date 1] and [date 2], a copy of the asset management plan, condition survey, or schedule of major works against which the reserve fund is being collected. No such document has been provided. The Respondent's only response, by letter dated [date 3], stated that "the reserve fund is held in anticipation of future works" without identifying those works.
>
> 3.2.3 Section 19 of the Landlord and Tenant Act 1985 requires that service charges be reasonably incurred. A reserve fund contribution that cannot be tied to any identified, costed, scheduled programme of works is not reasonably incurred. The Applicant relies on the principle that landlords must be able to justify reserve fund levels by reference to a planned programme of expenditure.
>
> 3.2.4 The Applicant therefore seeks a determination that the reserve fund contribution of £1,419.61 for year 2024-25 is not payable, alternatively is payable only in such reduced amount as the Tribunal considers reasonable.

This structure — challenge stated, evidence presented, statutory hook identified, relief sought — is what the tribunal will find easiest to engage with. Replicate it for each challenged item.

Phrasing: what works and what doesn't

The way you describe matters in the statement of case affects how seriously they are taken. Some patterns to use, and some to avoid:

Use	Avoid
“The Respondent did not address the question raised in the email of [date]”	“The Respondent has been deliberately evasive”
“No explanation has been provided”	“They are hiding something”
“The Applicant requested X on [date]; no response has been received”	“They never reply to anything”
“The contribution represents an increase of £X (Y%) from the previous year”	“The charges are exorbitant”
“The Respondent’s letter of [date] stated [exact quote or paraphrase]”	“The Respondent claims…” (unsourced)
“The Applicant relies on Section 19 LTA 1985”	“This is clearly illegal”

The pattern in the right column makes accusations or characterisations the tribunal cannot verify. The pattern in the left column is factually grounded and lets the tribunal draw its own inferences. The tribunal will form harsher views about the respondent from your factual presentation than from your characterisations of their behaviour.

What not to include

Just as important as what to include is what to leave out. The following things damage applications:

- **Emotional language.** “It is outrageous that…” “I am disgusted by…” The tribunal will not be moved by your feelings about the dispute, and emotional language signals an applicant who cannot separate the substance from the feeling. Strip it out.
- **Accusations of motive without evidence.** Saying the managing agent has acted “deliberately” or “in bad faith” requires evidence the tribunal can rely on. Without it, the accusation undermines your credibility, not theirs.
- **Tangential complaints.** A statement of case is not the place to vent every grievance. Stick to the items you are formally challenging. If something is not part of the formal challenge, it does not belong in the statement of case.
- **Irrelevant background.** The history of leasehold reform, the wider problems with the property management industry, the fact that the company appears in negative news stories — all of this is not what the tribunal is deciding. They are deciding whether specific charges are reasonable. Stay focused.
- **Material that goes beyond your knowledge.** Avoid speculation about internal company decision-making, financial arrangements you don’t have direct evidence of, or matters you only know from rumour. If you don’t know, don’t claim you do.

- **Long quotations from third parties.** A statement of case from a leaseholder is not strengthened by extensive quotes from news articles, advocacy bodies, or political speeches. Make your own argument.
- **References to the merits of the wider managing agent.** The tribunal is deciding your case, not running a public inquiry into the company. Trustpilot reviews and similar reputational material rarely add anything.

A few principles for writing

- **Be factual.** Avoid emotional language, accusations of motive, or rhetoric. Where you describe respondent behaviour, describe it factually with dates and reference points.
- **Be specific.** "The reserve fund of £X for year Y was not justified by any asset management plan or condition survey, despite written requests on dates A, B, and C" is far more powerful than "the reserve fund is excessive."
- **Be brief.** A tightly written 10-page statement of case is better than a sprawling 40-page one. The tribunal reads many cases. Make it easy for them to follow yours.
- **Number your paragraphs.** This makes it easy for the respondent to address specific points and for the tribunal to refer to them at hearing.
- **Cross-reference your evidence.** Every factual claim should be supported by a reference to a document in the bundle: "(Bundle p.34)" or similar. This shows the tribunal where to find the supporting material.
- **Avoid legalese.** "The Applicant respectfully submits…" is fine, but you do not need to write in pretend legal language to be taken seriously. Plain English, well structured, is what works.

A template structure for a statement of case is in the appendix.

Evidence and witness statements

Evidence in tribunal proceedings is a combination of documents and witness statements. Both matter.

Documentary evidence

The tribunal will rely heavily on documents. Build the bundle thoughtfully:

- Service charge demands and accounts for the years in question (and ideally the year before and after, for context)
- Your lease (or relevant extracts)
- Correspondence between you and the managing agent (formal complaint, responses, follow-up correspondence)
- Internal communications you have access to (where relevant)
- Section 20 consultation documents (if Section 20 is in issue)

- Any asset management plans, condition surveys, contractor quotes (if obtained)
- Photographs (if relevant — building condition, services not provided, etc.)
- Any documents extracted via MP escalation, FCA complaints, or Companies House research

The bundle is a single, paginated, indexed document. The directions will tell you how many copies the tribunal needs. The bundle is normally agreed between the parties, with you (the applicant) usually responsible for assembling it in the first instance. If the parties cannot agree, each prepares their own.

Witness statements

Witness statements are particularly important for service charge cases — and a place where leaseholders frequently underplay their hand.

Your own witness statement sets out your direct evidence: what you observed, when you raised concerns, what responses you received, what specific failings you experienced. It should be in the first person, factual, dated, and focused on things you personally know or witnessed (not opinion or speculation).

Witness statements from other leaseholders in your building can be powerful evidence, particularly for management fee challenges or where there is a pattern of issues affecting multiple residents. If three other leaseholders are willing to sign witness statements describing similar experiences — same communication failures, same building issues, same concerns about the same charges — this transforms a complaint about one leaseholder's experience into evidence of a systemic problem. The tribunal will give appropriate weight to this.

Practical points on witness statements:

- They should be in the first person, present-tense narrative form ("I am the leaseholder of Flat X…" "On [date] I emailed the managing agent…")
- They must be signed and dated, and should include a statement of truth ("I believe the facts stated in this witness statement are true")
- The witness should be willing to attend the hearing if required (though in many cases written statements alone are accepted, particularly where they are not contested)
- Keep them factual, dated, specific. Avoid generalisations like "the managing agent is terrible" — instead describe specific events with specific dates.

A template witness statement structure is in the appendix.

Expert evidence

In most service charge disputes, expert evidence is not required. The tribunal panel itself includes a chartered surveyor, who brings expertise on matters such as the level of management fees, comparable building costs, and so on. The panel can apply its own expertise.

In some cases — major works disputes, complex insurance arguments, technical issues — expert evidence may be useful or necessary. If you intend to rely on expert evidence, you must obtain the tribunal's permission first, normally at the directions stage. Costs of expert evidence are borne by the party instructing the expert (subject to any later costs order).

Common respondent tactics and how to handle them

When a managing agent and freeholder face a tribunal application, they typically respond through their solicitors. The substantive responses tend to follow predictable patterns. Recognising the patterns means you can address them in your statement of case rather than being surprised by them at the hearing.

"The application is bare and insufficient"

A common argument: that the leaseholder has not provided enough specific evidence to support their challenges, and the application should therefore be dismissed. This argument relies on the principle that the leaseholder making an application under Section 27A bears an initial burden to articulate why charges are unreasonable, not just to assert that they are.

The handling: ensure your statement of case is specific, item by item, with reasons. Do not rely on generalised assertions. Where the respondent claims your case is "bare," your response is to point them — and the tribunal — to the specific paragraph numbers in your statement of case where each item is addressed with reasons.

Wrong-respondent / substitution arguments

The respondent may argue that you have applied against the wrong party — typically that the managing agent, not the freeholder, is the wrong respondent (or vice versa). They may seek to have the application struck out on this procedural ground.

The handling: identify the correct respondent at the outset by reference to the lease and the service charge demands. If a substitution is needed, the tribunal will normally allow it. Procedural substitution arguments rarely succeed in defeating an application on their own — but they can cause delay if not addressed. If the respondent makes such an argument, respond clearly and factually about who is liable under the lease.

Delay and procedural manoeuvring

Some respondents will seek extensions, request additional disclosure, raise late objections, or seek to broaden the case scope. The intent (sometimes) is to increase the cost and complexity of the case in the hope the leaseholder gives up.

The handling: stick to the directions. Comply with your own deadlines meticulously. Where the respondent seeks to vary the directions, scrutinise the request and respond to the tribunal in writing if you object. Where the respondent makes assertions late in the process, make sure the tribunal is aware of when those assertions were first made and how they could have been raised earlier.

Reliance on the lease

Many defences will reference what the lease permits — particularly for items the lease specifies (such as buildings insurance, where leases often *require* the landlord to insure). The respondent will argue that the charge in question is one the lease entitles them to make.

The handling: lease entitlement is not the end of the matter. Section 19 of the LTA 1985 imposes a reasonableness test that operates *in addition* to lease entitlement. A charge can be permitted by the lease and still unreasonable in level, or unreasonable in standard of service. Make this distinction explicitly in your statement of case where the respondent has relied on lease entitlement. You are not arguing the lease doesn't permit the charge — you are arguing the charge demanded under it is unreasonable.

Strike-out applications

A more aggressive form of procedural defence: the respondent applies for the case to be struck out at an early stage, before substantive evidence has been heard. Grounds typically cited include lack of jurisdiction, no reasonable prospect of success, or procedural failures.

The handling: respond promptly and in writing to any strike-out application. Set out clearly why the case has merit, why the tribunal has jurisdiction, and why no procedural failures justify strike-out. Tribunals are generally cautious about striking out cases brought by self-represented leaseholders without giving them the chance to be heard.

Self-representing or hiring a lawyer

The First-tier Tribunal is designed to be accessible to self-representing leaseholders. Most leaseholder applicants do represent themselves. The forms, procedures, and tone of the tribunal accommodate this.

But the question of whether to hire professional help is still worth thinking through carefully. The factors that matter:

- **Complexity of the case.** Straightforward reasonableness challenges on identifiable items can usually be self-represented. Cases involving complex valuations, technical building safety issues, or multiple intersecting legal questions may benefit from professional help.
- **The amount in dispute.** A dispute over £1,000 is unlikely to justify lawyer's fees that could easily reach £5,000-£10,000. A dispute over £30,000 changes the calculus.
- **The nature of the respondent.** Where the respondent has instructed counsel and has a sophisticated legal strategy, the leaseholder will be at a structural disadvantage if entirely self-representing without any advice. Even brief, paid consultations with a property litigation solicitor can be valuable.
- **Your own capacity.** Building a tribunal case takes significant time — easily 50-100 hours over the months of preparation. If your circumstances make that difficult, a solicitor handles it for you.

A middle path that works for many leaseholders: self-represent at the application stage and through directions, but pay for a one-hour consultation with a property litigation solicitor at key decision points (immediately after the respondent's statement of case, before the hearing). LEASE can also provide free initial advice on procedural questions throughout.

Whatever you decide, you do not need to be a lawyer to use the tribunal effectively. You do need to be organised, methodical, and prepared.

The hearing

The hearing is the moment your case becomes oral. You have done the written work; now you have to present it. For most leaseholders, this is the most daunting part of the process. Done with proper preparation, it is much less daunting than it appears.

Before the hearing: preparation in the week beforehand

The week before the hearing is the time to consolidate, not to rewrite your case. The substantive case is what's in your statement of case. Your job at the hearing is to present that case clearly and respond to what the respondent says.

What to do in the week before:

- **Re-read your statement of case in full**, slowly. The tribunal will have read it. The respondent will have read it. You should know it inside out.
- **Re-read the respondent's statement of case in full.** Identify every factual claim they make, every assertion of reasonableness, and every place they engage with your specific challenges. Make notes on each.
- **Prepare a short response document** (for your own use, not for filing) that addresses each of the respondent's main arguments. This is your mental script for the parts of the hearing where you respond to them.
- **Prepare an opening statement** — three to five minutes, summarising your case. Practice saying it aloud. (More on this below.)
- **Prepare a list of points to make in closing** — the orders sought (Section 20C, Paragraph 5A, fee reimbursement) plus any specific points you want the panel to remember.
- **Tab your bundle.** If you have a paper bundle, use sticky notes or coloured tabs to mark the key documents you may need to refer to quickly. Numbering or labelling them ("Reserve fund correspondence", "Section 20 documents") helps you find them under pressure.
- **Plan logistics.** Know where the hearing is, how to get there, where to park, how long it will take, where you can sit if you arrive early. Practical anxiety distracts from substantive focus; eliminate it in advance.
- **Eat. Sleep. Hydrate.** This is not just self-care — your performance materially benefits from being rested and steady on the day.

Your opening statement

When the chairman invites you to present your case, you will have an opportunity to make an opening statement. Treat this as an important moment. The panel will form an early impression of you, of your case, and of your seriousness.

A good opening statement is:

- **Short.** Three to five minutes, not fifteen.
- **Structured.** Tell them what you are challenging, on what grounds, and what you are asking the tribunal to do.
- **Confident but measured.** You are not pleading. You are presenting a reasoned case.
- **Focused on the substance.** Save procedural complaints (delays, evasion, etc.) for later sections.

A template structure for an opening statement:

> "Thank you, Madam Chair / Sir. My name is [X]. I am the Applicant in this case and the leaseholder of [Property].
>
> This is an application under Section 27A of the Landlord and Tenant Act 1985 challenging service charges in two service charge years: 2023-24 and 2024-25.
>
> I am specifically challenging four items: the reserve fund contributions for both years, totalling £X; the management fees for both years; the buildings insurance allocation; and the communal utilities allocation.
>
> The substance of the challenge in each case is that the Respondent has been unable to provide adequate justification for the level of these charges, despite repeated written requests over a period of [X months]. My statement of case sets out the specific grounds for each item.
>
> I am also asking the tribunal to make a Section 20C order, a Paragraph 5A order, and to direct the Respondent to reimburse my application and hearing fees.
>
> I have read the Respondent's statement of case carefully. I would like to address some specific points it makes when I respond, but I would say at the outset that the Respondent has not, in my submission, addressed the substantive question of how the disputed charges were calculated or what they were intended to cover."

That kind of opening — short, factual, structured — sets the tone. It signals to the panel that you are organised, that you have a coherent case, and that you understand the framework you are operating within. It also gives them a roadmap for what is coming.

Etiquette and emotional discipline

How you conduct yourself at the hearing matters as much as what you say. Tribunals are professional environments, and panels respond to professional behaviour. Some specific principles:

Address the panel, not the respondent. When you speak, you are speaking to the chairman and members. Even when responding to something the respondent has said, you are addressing the panel. ("As the Respondent has stated, the Lease entitles them to insure the building. I do not dispute that. The question before this Tribunal is whether the level of the insurance charge is reasonable, and on that question…")

Use respectful forms of address. "Madam Chair" or "Sir" is appropriate. "Mr Smith" or "Ms Jones" for the respondent's representative or witnesses, by their actual name. Avoid "she" or "he" pointing at the respondent; refer to people by name or role.

Do not interrupt. Even when the respondent says something inaccurate, even when their counsel makes a point you find infuriating, do not interrupt. Note it down. You will have your turn to respond. Interrupting signals lack of self-control and gives the panel a reason to take the respondent more seriously than they might otherwise.

Do not raise your voice or show anger. This is the single most important thing. The respondent's counsel, and sometimes the respondent themselves, may say things that are factually wrong, unfair, or designed to provoke. The temptation to push back hard can be strong. Resist it. The most powerful response to provocation is calm, measured, factual correction. ("I would respectfully suggest that the position the Respondent has just outlined is not consistent with their letter of [date], at page X of the bundle.")

Speak slowly and clearly. People rush when nervous. Force yourself to slow down. Pauses are fine. The panel is taking notes; they appreciate not having to keep up with someone speaking too fast.

Refer to documents by location. "If I could ask the Tribunal to turn to page 47 of the bundle…" This is professional, helpful, and confines the discussion to ground you have prepared.

Do not personalise the dispute. It is tempting, particularly if the managing agent has caused you genuine difficulty, to want the panel to share your view of them as bad people. Resist. Argue the case on the issues, not the people. Tribunals are unmoved by personal attacks and may take a dimmer view of the applicant who deploys them.

Be willing to concede minor points. If the respondent makes a point that is correct, acknowledge it. ("The Respondent is right that I did not raise this specific concern in my Stage 1 complaint; I raised it for the first time on [date]. The reason is that the additional information that prompted it was not available to me until [event].") Strategic concessions on small points strengthen your overall credibility.

Handling questions from the panel

Tribunal panels actively engage. They ask questions, sometimes quite probing ones. Their questions are not attacks. They are the panel trying to understand your case, test the evidence, and identify the issues they need to decide. Treat questions as helpful — they tell you where the panel's attention is.

Some practical principles:

- **Listen to the question.** Don't anticipate what you think the question is going to be; listen to what is actually asked.
- **Pause before answering.** A two-second pause to think is fine. The panel prefers a thoughtful answer to a fast one.
- **If you don't know, say so.** "I don't know the answer to that. The Respondent may be able to assist." Or: "I don't have that information. Can I provide it to the tribunal in writing afterwards?" Saying "I don't know" is far better than guessing wrong.
- **Direct them to the bundle.** Where a panel question is about something in your evidence, direct them to where it sits. "That is at page 23 of the bundle, paragraph 4 of the email."
- **Stay on topic.** If the panel asks about the reserve fund, answer about the reserve fund. Don't take it as an opportunity to talk about the management fee.

Handling the respondent's case

When it is the respondent's turn to present, your job is to listen carefully and take notes. Specifically:

- Note any **factual claims** they make that you can dispute with evidence in the bundle
- Note any **inconsistencies** between what they say at the hearing and what they have said in writing previously
- Note any **concessions** they make, especially ones that cut against their case
- Note **questions you want to ask** if there is an opportunity (this varies by tribunal — some allow direct questioning of witnesses, others not)

When you respond, address these points specifically. Use phrases like:

- "The Respondent has just stated [X]. With respect, that is inconsistent with [Y] at page Z of the bundle."
- "The Respondent has referred to [the lease provision] as authority for this charge. I do not dispute that the lease permits the charge. The question is whether the level is reasonable."
- "I would invite the Tribunal to note that the Respondent has not addressed the question of [Y] in their submissions."

When something goes wrong

Things can go wrong at hearings. You may forget a point. The respondent may make an argument you weren't expecting. The panel may seem unsympathetic. A few principles:

- **You are allowed to take a moment.** "May I have a moment to find that, please?" while you flick through the bundle is entirely acceptable.
- **You are allowed to come back to a point.** "I would like to come back to a point I made earlier, if I may…" is fine.

- **You are allowed to apologise for an error.** "I should correct what I just said. The figure is £X, not £Y. I apologise for the confusion." Errors handled cleanly do not damage credibility.
- **You are not required to answer immediately.** "I would like to think about that for a moment" is fine.
- **If you genuinely become emotional**, ask for a brief recess. "Madam Chair, may I have a few minutes?" is something panels accommodate. It is far better to take five minutes to compose yourself than to continue while distressed.

The closing

At the end of the hearing, you will have an opportunity to make closing remarks. Use this moment well. A good closing does three things:

1. **Restates the orders sought.** "I am asking the Tribunal to find that the disputed charges are not payable, alternatively are payable only in such reduced amount as the Tribunal considers reasonable. I am also asking for a Section 20C order, a Paragraph 5A order, and reimbursement of my application and hearing fees of £341."
2. **Identifies the central issue.** "In my submission, the central question for the Tribunal is whether the Respondent has provided adequate justification for these charges. I do not think they have, despite numerous opportunities to do so, including in these proceedings."
3. **Stays brief.** Three or four minutes maximum. The panel is keen to conclude. A long closing dilutes the impact of your case.

Do not use the closing to introduce new arguments. The closing is for emphasis, not new material.

What to expect on the day: practical logistics

- **Arrive early.** Thirty minutes early is sensible. It gives you time to find the room, settle, and avoid arriving flustered.
- **Bring everything you might need.** Your bundle (multiple copies if directed). Your statement of case. Your notes. Pens. Water. Tissues. Mints. A watch.
- **Dress neutrally.** A smart-casual outfit (think: a job interview at a professional services firm) is right. You are not in court, but you are in a formal setting.
- **The room.** Smaller than you might expect. The panel sits at a table; you and the respondent sit at separate tables facing them. The room is often quite quiet.
- **Recording.** Tribunal proceedings are recorded. If something is said that you want to reference later, the recording exists.
- **Length.** Service charge hearings vary widely. A straightforward case may take half a day. A complex one with multiple challenged items can take a full day. Plan accordingly.
- **Breaks.** There will usually be a lunch break and shorter breaks. Use breaks to consolidate notes and look ahead, not to keep arguing internally about points already made.

The respondent will often have counsel (a barrister) presenting their case. Do not be intimidated by this. Counsel are professional advocates. Their job is to present their client's case effectively. They are constrained by the same procedural framework as you. The panel will manage proceedings to ensure both parties have a fair chance to be heard, regardless of representation. A polite, prepared, factually grounded leaseholder representing themselves is taken seriously by tribunals — sometimes more seriously, in fact, than counsel reading from a brief.

The decision and what to do with it

The tribunal will issue its decision in writing, normally within four to six weeks of the hearing. The decision will:

- Set out the panel's findings on each challenged charge
- Specify the amount (if any) that the panel finds unreasonable, with reasons
- Address the Section 20C and Paragraph 5A applications
- Address fee reimbursement
- Note any consequential orders or recommendations

If you have succeeded in whole or in part, the decision establishes that the relevant charges were not payable in the amounts demanded. Where you have already paid the charges, the decision is the basis for seeking a refund (Phase 5). Where you have not paid, the landlord is precluded from recovering the unreasonable amounts.

If you are dissatisfied with the decision, there are limited routes:

- **Application to set aside** the decision (within 28 days, if there has been a serious procedural error)
- **Application for permission to appeal** to the Upper Tribunal (Lands Chamber) — this is the formal appeal route, but is only available on points of law, not because you disagree with the panel's findings of fact. Permission to appeal is sought first from the First-tier Tribunal itself, and if refused, can be sought from the Upper Tribunal directly.

For most leaseholders, the First-tier Tribunal decision is the final stage of the tribunal route. Phase 5 then covers what to do with the decision in practical terms — particularly recovery of money already paid.

At the end of Phase 4

By the end of this phase — assuming the case has run its full course — you should have:

- A First-tier Tribunal decision setting out the panel's findings on your challenged charges
- Section 20C and Paragraph 5A orders, if granted
- A direction on reimbursement of your tribunal fees, if granted
- A clear understanding of which charges are payable and which are not

- The procedural foundation for any refund recovery (Phase 5)

If you have lost the case or only partially succeeded, you also have important information: a tribunal panel’s reasoned view on why the charges in question are reasonable, which is meaningful even if not the outcome you wanted. The decision is final in respect of the charges considered, subject to any appeal.

If you have won, the dispute is not necessarily over. The landlord has lost the right to recover the disallowed amounts, but if you have already paid them, the question is now how to get the money back. That is Phase 5.

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Phase 5: Post-tribunal recovery

You have won at tribunal — in whole or in part. The decision sets out the panel's findings on each challenged charge. Some amounts have been disallowed; some have been reduced. The Section 20C and Paragraph 5A orders have been made. The fee reimbursement has been ordered.

There is a moment of relief at this point. There should be. Winning at tribunal, particularly as a self-representing leaseholder against a professionally represented respondent, is genuinely an achievement.

But the dispute is not necessarily over. The tribunal has determined what was reasonable; it has not yet transferred money from the landlord's account to yours. That is a separate process — and it is one most leaseholders are surprised to discover exists.

This phase covers what happens after the decision: how to read it, how to calculate what you are owed, how to demand a refund, and what to do if the landlord does not voluntarily pay it. The mechanics of the County Court route through the Money Claims Service are also covered.

Two paths from the tribunal decision

Your situation falls into one of two paths, depending on whether you have already paid the disputed amounts.

Path A: You have already paid the disputed charges

This is the more common situation. Most leaseholders pay service charges as demanded — sometimes "under protest" pending the tribunal's decision, sometimes simply because the charges fell due before the dispute reached tribunal. Either way, the money is in the landlord's account, and the tribunal's decision means it should not have been.

The next steps:

1. Read the decision carefully and calculate exactly what is owed
2. Send a formal demand for refund (with interest)
3. If unpaid within a stated period, file a County Court claim through the Money Claims Service
4. Resolve the claim through the court process — typically through settlement before judgment, but in principle through to judgment if necessary

Path B: You have not paid the disputed charges

This path is simpler. The tribunal has determined the charges were not payable, which means the landlord is precluded from collecting them. The next steps:

1. Confirm the decision is final (the appeal period has passed without challenge)
2. Watch future demands to ensure they reflect the decision
3. Keep the decision document and the underlying correspondence in a permanent file
4. If the landlord attempts to re-demand the disallowed amounts in future, respond pointing to the decision

The remainder of this phase focuses on Path A, since it is more procedurally complex. Path B leaseholders can skip ahead to "Watching future demands" near the end.

Reading the decision carefully

Before doing anything else, read the decision in full, slowly, twice if necessary. Decisions are typically structured as:

- **Background** — the facts of the case, the parties, the property, the application
- **Issues** — what the tribunal was asked to decide
- **Evidence** — what the tribunal considered
- **Findings** — the panel's reasoning on each issue
- **Decision** — the formal orders and determinations

The most important section for recovery purposes is the **decision/orders** section at the end. This typically sets out, item by item:

- What was challenged (year, item, amount)
- What the panel found (reasonable / unreasonable / partially reasonable)
- The amount, if any, that the panel found *not* payable
- Whether the Section 20C and Paragraph 5A orders are made
- Whether fee reimbursement is ordered

Note exactly the wording. "The Tribunal determines that the reserve fund contribution of £1,419.61 for service charge year 2023-24 is not payable" is a clean disallowance. "The Tribunal determines that the management fee for service charge year 2023-24 is reasonable in the reduced sum of £200" tells you that £200 of whatever you were charged is allowed and the rest isn't.

Pay particular attention to:

- Any **conditional findings** ("subject to the production of…") — make sure you understand whether the condition has been met

- Any **future-effect orders** — for example, the panel directing how future charges should be calculated
- Any **specific deadlines** — for example, the time within which a refund or correction is required
- The **appeal period** — typically 28 days for permission to appeal applications. Until this passes without an application, the decision is not formally final.

If anything in the decision is unclear, you can apply to the tribunal for clarification within the time limits. If there is an obvious clerical error (a wrong figure, a missing word), you can apply for correction. Both processes are quick and free.

Calculating what you are owed

The amount owed comprises three elements. Add them all to your demand.

1. The disallowed amounts

This is the principal sum. For each item the tribunal disallowed in whole or in part, calculate what you actually paid versus what was found reasonable. The difference is the disallowed amount.

Worked example:

> The tribunal disallowed the reserve fund contribution of £1,419.61 for 2023-24. You paid this in two instalments (£709.81 on 1 December 2023 and £709.80 on 1 June 2024). The disallowed principal is £1,419.61.
>
> The tribunal reduced the management fee for 2023-24 from £272.98 to £180. You paid £272.98 in two instalments. The disallowed amount is £92.98.
>
> Total disallowed principal: £1,512.59.

Be precise. Cross-reference your service charge demands and your bank statements to identify exactly when each disallowed amount was paid.

2. Interest

You are entitled to claim statutory interest on the disallowed amounts from the date you paid them until the date of repayment. The standard rate for County Court claims under the Senior Courts Act 1981 is **8% per annum** (simple interest, not compound). This is a meaningful sum on disputes that have run over several years.

Calculation method:

- For each disallowed payment, take the amount and the date paid
- Calculate the number of days from the date paid to today (or the date you intend to send the demand)
- Apply the formula: principal × 0.08 × (days / 365)

Worked example:

> £709.81 paid on 1 December 2023. Today's date 1 May 2026 (~ 882 days). Interest = £709.81 × 0.08 × (882/365) = £137.08
>
> £709.80 paid on 1 June 2024 (~ 700 days). Interest = £709.80 × 0.08 × (700/365) = £108.86
>
> £92.98 of management fee paid 1 December 2023 (~ 882 days). Interest = £92.98 × 0.08 × (882/365) = £17.95
>
> £92.98 of management fee paid 1 June 2024 (~ 700 days). Interest = … and so on.

Keep the calculation transparent — show the workings in your demand letter and any subsequent claim. The County Court will accept calculations presented in this format.

3. Tribunal fees (if reimbursement was ordered)

If the tribunal ordered the respondent to reimburse your application and hearing fees, add this sum (typically £114 + £227 = £341).

Total

Add the three together. This is the sum you will demand. Be transparent about the calculation in your letter.

The formal demand letter

Before going to court, send a formal letter setting out the calculation and asking for payment within a stated period. This serves three purposes:

1. **It gives the landlord a fair opportunity to pay voluntarily.** Many do, when faced with a clearly calculated demand referencing the tribunal decision.
2. **It is good procedure.** Courts expect parties to attempt resolution before issuing proceedings (the "pre-action protocol" principle, even though there isn't a specific protocol for this type of dispute).
3. **It establishes the date from which any County Court claim properly runs**, and demonstrates reasonableness on your part if costs become an issue.

The letter should include:

- Reference to the tribunal decision (case reference, date)
- A clear list of the disallowed amounts with the dates paid
- The interest calculation
- The fee reimbursement (if ordered)
- The total

- A specified deadline for payment (typically 14 or 21 days)
- A statement that, in the absence of payment by that date, you will pursue recovery through the County Court without further notice

Keep the tone factual and professional. You are not negotiating; you are stating a position grounded in the tribunal's decision. A demand letter that reads like a calm legal document is more effective than one that reads like an angry email.

A template formal demand letter is in the appendix.

A note on how the demand may be answered

There are several possible responses. Plan for each:

- **Payment in full.** This does happen. Don't expect it, but don't be surprised by it either. If it arrives, ensure the calculation is correct (sometimes the landlord will pay the principal but omit interest or fees) and consider the matter resolved.
- **Credit to the service charge account rather than cash refund.** Many landlords prefer to apply the disallowed amount as a credit against future service charges rather than transferring cash. This may be acceptable if you intend to remain in the property — future charges will offset the credit. It is more problematic if you are planning to sell soon, because the credit has to be reconciled at completion. Whether to accept depends on your circumstances. You are not obliged to accept a credit if you have asked for cash. But some leaseholders find the practical outcome of a credit acceptable.
- **A partial payment with disputed elements.** The landlord may pay the principal but contest the interest, the fee reimbursement, or both. You then have to decide whether to pursue the disputed elements through the County Court, or accept the partial settlement.
- **Silence.** No response within the deadline. This is the prompt to file a County Court claim.
- **A counter-argument that the tribunal decision is being misread.** Occasionally the landlord will argue that you have miscalculated, or that the decision means something different from what you understand. Read their response carefully. If there is genuine ambiguity, consider applying to the tribunal for clarification. If there isn't, treat it as silence and proceed to County Court.

The County Court claim

The Money Claims Service (MCOL) is the online portal for County Court money claims, accessible at moneyclaims.service.gov.uk. For a typical service charge refund claim, this is the right venue. A few points:

Eligibility and scope

Money claims under £10,000 are generally allocated to the small claims track, which is designed for self-representing litigants. The track has informal procedures, no requirement for legal representation, and typically caps recoverable costs (so the loser pays only court fees, not the winner's legal costs in most cases). Most service charge refund claims fall well below £10,000 and are therefore in the small claims track.

Court fees

There is a court fee for issuing a claim. The fee depends on the amount claimed; for typical service charge refund claims (under £3,000), the fee is around £70-£115. It is not a trivial sum but it is small relative to the principal at stake. Court fees are recoverable from the defendant if the claim succeeds.

What to include in the claim

The Money Claims Service will guide you through a series of online forms. The key fields for a service charge refund claim are:

- **Defendant.** The freeholder or whoever was the respondent at tribunal. Use the exact name and registered address as it appeared in the tribunal proceedings.
- **Amount claimed.** The principal disallowed by the tribunal.
- **Interest.** Claimed under Section 69 of the County Courts Act 1984 at 8% from the date of payment.
- **Court fees.** Claimed as recoverable.
- **Particulars of claim.** A short factual statement: who you are, what the lease is, what the tribunal decided, what the disallowed amounts are, when you paid them, and what you are claiming.

Keep the particulars factual and brief. The MCOL form has a character limit. You can attach the tribunal decision separately. The tribunal decision is the key document.

What happens after issue

Once issued, the defendant is served with the claim form and has typically 14 days to respond (28 if they file an acknowledgement of service first). They can:

- **Accept the claim** and pay (settlement)
- **Defend the claim** by filing a defence — at which point the case proceeds through the small claims track
- **Default** — not respond at all, in which case you can apply for default judgment

In practice, most service charge refund claims are settled before any defence is filed, particularly where the tribunal decision is clear and the calculation is transparent. The County Court claim acts as a credible threat: the defendant knows that defending it will incur court time, exposure to default judgment risk, and the eventual outcome (the tribunal having already determined the merits) is highly predictable.

What to do if a credit appears during the County Court process

A common pattern: you file the County Court claim. The landlord, faced with the formal proceedings, applies a credit to your service charge account, transfers a refund, or otherwise pays. The timing means the claim is now redundant — you have got what you wanted.

The next step is to **discontinue the claim properly** through the Money Claims Service. Discontinuance is done online through the same portal. You will need to:

- Confirm to the defendant in writing that, in light of the payment received, you intend to discontinue the claim on a no-costs basis (i.e. each party bears its own costs)
- Submit the discontinuance through the portal
- Confirm to the court that the discontinuance has been processed

A formal discontinuance closes the claim cleanly. Without it, the claim sits open and can cause administrative complications later. A template discontinuance email to the defendant is in the appendix.

A point of caution: do not discontinue *before* the payment has cleared. Wait until the money is in your account, or the credit has been applied and confirmed in writing. Premature discontinuance closes off your formal route to enforcement if the payment fails to materialise.

Watching future demands

Whether you went down Path A or Path B, the dispute does not end when the money is back. The landlord and managing agent will continue to manage the building and continue to issue service charge demands. The risk is that future demands will:

- Re-introduce charges that the tribunal disallowed (under different headings, in different years, or with different justifications)
- Increase other charges to recover what was lost on the disallowed items
- Treat the tribunal decision as a one-off correction rather than a precedent for how future charges should be assessed

The discipline going forward:

- **Keep the tribunal decision permanently filed.** It is your reference document for any future challenge to similar charges.
- **Read every future service charge demand carefully.** Compare line items to the previous year and to the tribunal decision. If something looks like a re-introduction of a disallowed charge, raise it formally.
- **Continue with documentation discipline.** The habits built during the dispute (everything in writing, everything dated, follow-up summaries after calls) remain useful indefinitely.

If the dispute has revealed a deeper question — whether the existing managing agent is fundamentally serving you and your fellow leaseholders — there is a longer-term option worth understanding: Right to Manage. This is covered in the next section.

A note on the Section 20C and Paragraph 5A safeguards

If the tribunal made Section 20C and Paragraph 5A orders, those orders give you specific protection going forward: the landlord cannot recover its costs of *these* tribunal proceedings through your future service charges or as administration charges. This is not just symbolic. It means the cost of fighting the case (which for the landlord may have run to thousands of pounds in legal fees) sits with the landlord, not with you.

If a future service charge demand or administration charge appears to include any element relating to the costs of the tribunal proceedings — even disguised as something else — the orders provide the basis for challenging that element directly. Keep the orders alongside the decision in your permanent file.

Considering Right to Manage

Going through a tribunal case often surfaces a deeper question: is the existing managing agent fundamentally serving you and your fellow leaseholders, or have you simply forced a one-time correction in an arrangement that will keep producing similar problems?

For some leaseholders, the answer points toward **Right to Manage (RTM)** — a statutory mechanism that allows qualifying leaseholders to take over building management from the landlord without proving fault, without buying the freehold, and without going to court.

This section is a brief overview to help you decide whether RTM is worth investigating further, not a detailed how-to. RTM is a substantive process requiring careful preparation, and most leaseholders considering it seriously work with a specialist solicitor or seek detailed guidance from LEASE. But it is worth understanding the basic shape of the option, particularly because the post-tribunal moment is often when leaseholders find they have the empirical evidence, the relationships with other concerned residents, and the demonstrated capability to consider taking the next step.

What RTM is — and what it isn’t

Right to Manage allows qualifying leaseholders, acting through a Right to Manage company they form, to take over the management of their building from the landlord. Once acquired, the RTM company is responsible for: appointing managing agents (or self-managing); arranging buildings insurance; setting service charge budgets; consulting on major works; managing day-to-day maintenance.

Importantly, RTM does not require proving the existing management has been at fault. It is a **no-fault statutory right**. You do not need a tribunal decision in your favour to qualify, though if you have one, it certainly informs the decision to act.

RTM is sometimes confused with two other routes:

- **Collective Enfranchisement** is the right to *buy* the freehold. It costs significantly more (you have to pay for the freehold), takes longer, and is suited to leaseholders wanting permanent control of the building including future ground rent and lease extensions. RTM only takes over management; the freeholder remains the freeholder.
- **Appointment of a Manager** is a fault-based process where the tribunal appoints a manager to replace the existing one. It requires proof of mismanagement and is more adversarial. RTM is broader, no-fault, and more commonly used.

Eligibility

Not every building qualifies for RTM. The main requirements:

- The building is **self-contained** (a single structure, or a part of a larger building separated by a vertical division)
- The building contains **at least two flats**, with at least two-thirds held by **qualifying tenants** (long leaseholders with leases originally granted for more than 21 years)
- **At least 50% of all flats** in the building must be held by qualifying tenants who join the RTM company
- The **non-residential portion** of the building (commercial units, shops) must not exceed **50%** of the total internal floor area. This threshold was raised from 25% to 50% by Section 49 of the Leasehold and Freehold Reform Act 2024, effective 3 March 2025, which significantly broadened eligibility for mixed-use buildings.
- Certain buildings are excluded — including some small-scale conversions where the landlord lives in the building, and those owned by local housing authorities

Eligibility analysis can be technical, particularly for mixed-use buildings or unusual structures. It is the first thing to verify before incurring any costs.

The process in outline

1. **Confirm eligibility**, ideally with specialist advice
2. **Recruit other leaseholders** — at least 50% of flats must participate
3. **Form an RTM company** (a specific kind of company limited by guarantee)
4. **Serve a Notice of Invitation to Participate** on every qualifying tenant who is not yet a member
5. **Serve a Claim Notice** on the landlord, formally claiming RTM
6. The landlord has one month to serve a counter-notice. If they do, the dispute may go to the tribunal.
7. If unopposed (or the tribunal upholds the claim), management transfers on the date specified in the claim notice — at least three months after the landlord's deadline for counter-notice

Total timeline from start to acquisition: typically **six to nine months for an unopposed claim**, longer if contested.

What changes after RTM — and what doesn't

What changes:

- The RTM company decides who manages the building, including whether to retain or replace the managing agent
- Service charge budgets are set by the RTM company
- The RTM company has direct responsibility for compliance, insurance, and major works decisions
- Leaseholders gain a direct route into management decisions through the RTM company structure

What does not change:

- The freeholder still owns the building. You have not bought anything.
- The freeholder retains certain rights, including being a member of the RTM company and voting on decisions
- Lease terms remain the same — including any ground rent, restrictions on use, and other obligations
- Building safety duties and statutory obligations transfer to the RTM company, which carries genuine legal responsibility

Costs and the recent reform

RTM was historically expensive because the leaseholders' RTM company had to pay the landlord's reasonable legal costs of dealing with the claim — even where the claim was successful. **Section 50 of the Leasehold and Freehold Reform Act 2024 changed this.** From 3 March 2025, each party generally bears its own costs in an RTM claim. This is a meaningful reform that has reduced the cost barrier to RTM.

Practical costs leaseholders still face:

- Specialist solicitor fees (typical range £1,500–£4,000 for an unopposed claim; more if contested)
- The costs of running the RTM company itself (small ongoing administrative costs)
- The costs of building management going forward (which were already being paid through service charges; the question is whether the RTM company can secure better value than the existing arrangement)

When RTM is worth considering

RTM tends to make sense when:

- A meaningful proportion of leaseholders (well above the 50% threshold) are dissatisfied with the existing management

- There are at least one or two leaseholders willing and able to drive the process and serve as RTM company directors
- The building genuinely qualifies (eligibility analysis is clean)
- The post-RTM management plan is realistic — either appointing a new managing agent or, less commonly, self-management

It tends to be unwise when:

- Only a handful of leaseholders are engaged and recruiting to 50% is uncertain
- No one is willing to take on the responsibility of being a director of the RTM company (the role carries genuine legal responsibility, including building safety obligations)
- The building's eligibility is borderline or contested
- Leaseholders are looking for short-term relief from a specific dispute, which the tribunal route is better suited to

Where to get help

If you decide to investigate seriously, the appropriate next steps are:

- **LEASE** for free initial guidance on whether your building qualifies and what the process would involve
- **A specialist solicitor** for the substantive work of eligibility analysis, RTM company formation, notices, and managing any contested process
- **Other leaseholders in your building** — RTM is fundamentally a collective process, and recruitment cannot wait until late in the process

This toolkit does not provide RTM templates or step-by-step procedural detail. The process is technical and procedurally exacting; mistakes in notices can invalidate a claim. If RTM is the right route, qualified help is worth the cost.

At the end of Phase 5

By the end of this phase, you should have:

- A clear understanding of exactly what the tribunal decision determined
- A calculation, with workings, of the total amount owed
- A formal demand letter sent to the landlord
- Either: a refund/credit received that satisfies the demand, or a County Court claim filed through the Money Claims Service
- A discontinuance properly processed if the claim was settled by payment after issue
- A permanent file of the decision, the orders, and the supporting correspondence

- Habits of documentation and review that protect you against recurrence

If the journey has been successful, the dispute is resolved. The money is back. The lease is intact. The relationship with the managing agent has been formally tested and you know where you stand.

What you do with the experience now is up to you. Many leaseholders, having gone through this, want to put it behind them entirely. Others find themselves drawn into broader leasehold reform conversations — through organisations like LEASE, the Leasehold Knowledge Partnership (LKP), or campaigns advocating for legislative reform. Some pursue Right to Manage, as outlined above. Some support other leaseholders going through similar disputes. All of these are legitimate paths.

But none of them is required. Having reached the end of this phase with the dispute resolved, you have already done a meaningful thing — both for yourself and, to whatever extent the tribunal decision becomes part of the public record, for the wider community of leaseholders who may face similar issues. That is enough.

ewpage

Appendix

This appendix contains templates, definitions, contact details for useful organisations, and a one-page decision tree to help you navigate the toolkit.

A note on the templates: they are starting points, not fill-in-the-blanks forms. Every dispute is different. The templates show the structure and tone that tend to work, but you should adapt them to your specific situation. Where a template says [LIKE THIS], replace the placeholder with your own information.

A note on disclaimers: nothing in this appendix is legal advice. The templates reflect common patterns. If your situation is unusual or high-value, get qualified advice before sending.

Section A: Templates

A1. Stage 1 formal complaint letter

Use this when you have decided to escalate from informal communication to a formal complaint. Send by email to the managing agent’s complaints address, and copy any individual at the agent who has been your point of contact.

> **Subject:** Formal Stage 1 complaint — [PROPERTY ADDRESS]
>
> Dear [Complaints Team / Named Person],
>
> I am writing to raise a formal Stage 1 complaint in accordance with [MANAGING AGENT]'s complaints procedure.
>
> **My details:** - Name: [YOUR NAME] - Property: [FULL ADDRESS, INCLUDING FLAT NUMBER AND POSTCODE] - Reference (if known): [SERVICE CHARGE OR ACCOUNT REFERENCE]
>
> **The substance of the complaint:**
>
> 1. [SHORT, FACTUAL DESCRIPTION OF THE FIRST ISSUE — e.g. "The reserve fund contribution for service charge year 2024-25 has been demanded at £X. Despite written requests on [DATES], no asset management plan, condition survey, or schedule of anticipated works has been provided to justify this level of contribution."]
> 2. [SHORT, FACTUAL DESCRIPTION OF THE SECOND ISSUE]
> 3. [SHORT, FACTUAL DESCRIPTION OF THE THIRD ISSUE, IF APPLICABLE]
>
> **What I am asking for:**
>
> - A substantive written response to each of the issues raised above
> - The supporting documents I have previously requested but not yet received, namely: [LIST]
> - [ANY SPECIFIC ACTION YOU ARE ASKING FOR, e.g. "A revised service charge demand reflecting the corrections identified"]
>
> Please confirm receipt of this complaint and provide the case reference number. I look forward to your substantive response within the timeframe set out in your complaints procedure.
>
> Yours faithfully,
>
> [YOUR NAME] [DATE]

Things to customise: - Be specific about each issue. Generic complaints get generic responses. - Reference dates. "Despite my email of 14 March 2026" carries more weight than "Despite previous emails." - State what would resolve the issue. Vague complaints invite vague resolutions.

A2. Stage 2 escalation letter

Use this when the Stage 1 response has been received and is unsatisfactory, or when the Stage 1 timeframe has elapsed without a substantive response.

Subject: Stage 2 escalation — [PROPERTY ADDRESS] — Reference [STAGE 1 REFERENCE]

Dear [Senior Manager / Complaints Team],

I am writing to escalate my complaint to Stage 2 of [MANAGING AGENT]'s complaints procedure.

Background: - Stage 1 complaint filed: [DATE] - Stage 1 reference: [REFERENCE] - Stage 1 response received: [DATE, OR "NOT YET RECEIVED"]

Why the Stage 1 response is unsatisfactory:

1. [SPECIFIC FAILURE — e.g. "The Stage 1 response did not address the question of why the reserve fund contribution increased by £X without supporting justification, despite this being the central issue raised."]
2. [SPECIFIC FAILURE — e.g. "The Stage 1 response stated that 'the reserve fund is held for future works.' This does not engage with my specific request for a costed schedule of anticipated works."]
3. [SPECIFIC FAILURE, IF APPLICABLE]

What I am asking for at Stage 2:

- A substantive response to each of the Stage 1 issues, addressed at a senior management level
- The specific documents previously requested: [LIST]
- [ANY SPECIFIC ACTION]

I would also confirm that, in line with The Property Ombudsman's published procedures, eight weeks from the date of my Stage 1 complaint will pass on [DATE 8 WEEKS AFTER STAGE 1]. If a satisfactory final response has not been received by that date, I reserve the right to refer the matter to the redress scheme.

Yours faithfully,

[YOUR NAME] [DATE]

Things to customise: - Be specific about *why* the Stage 1 response was unsatisfactory. "I am dissatisfied" is not enough. - Quote the Stage 1 response where relevant — it puts the agent's actual words on the record. - The 8-week deadline reference is genuine procedural leverage. Use it.

A3. MP letter

Use this when you want to enlist your MP for information leverage or constituent service. Most MPs accept correspondence by email through their parliamentary address (firstname.lastname.mp@parliament.uk).

Subject: Constituent matter — service charge dispute — [PROPERTY ADDRESS]

Dear [MR/MS/MRS LASTNAME],

I am writing as a constituent to ask for your assistance with a service charge dispute affecting my home at [PROPERTY ADDRESS, with postcode].

The situation in brief:

I am a leaseholder in a [NUMBER]-flat development managed by [MANAGING AGENT NAME], on behalf of [FREEHOLDER NAME]. I am in dispute with the managing agent over [BRIEF DESCRIPTION — e.g. “the level of reserve fund contributions and management fees for service charge years 2024-25 and 2025-26”].

The dispute has now run since [DATE]. I have followed the formal complaints process to Stage 2 and received a Final Response, which I do not consider satisfactorily addresses the substantive issues. The next step would be an application to the First-tier Tribunal (Property Chamber), which I am preparing.

What I am asking for:

Specifically, I would be grateful if you could:

1. Write to the relevant Minister at the Ministry of Housing, Communities and Local Government on my behalf, asking for the Government’s position on [SPECIFIC ISSUE — e.g. “transparency obligations on managing agents in respect of reserve fund justifications”]
2. Write to [MANAGING AGENT NAME] requesting a substantive response to the outstanding questions raised in my complaint, particularly: [LIST]
3. [ANY OTHER SPECIFIC ASK]

Documents enclosed:

- My Stage 1 complaint dated [DATE]
- The Stage 2 Final Response from [MANAGING AGENT] dated [DATE]
- [ANY OTHER KEY DOCUMENT — keep this short, three or four documents at most]

I appreciate the demands on your time and would be grateful for any assistance you can provide. I am happy to provide further detail if helpful.

Yours sincerely,

[YOUR NAME] [POSTAL ADDRESS — including postcode, MPs sometimes only act on letters from constituents in their constituency] [EMAIL ADDRESS] [PHONE NUMBER] [DATE]

Things to customise: - Include your full postal address. MPs verify constituency before acting. - Be specific about what you want them to do. Vague requests get vague responses. - Keep the letter to one page if possible. Attach documents separately.

A4. Section 21 request — summary of relevant costs

Use this to request a written summary of service charge costs under Section 21 of the Landlord and Tenant Act 1985.

> **Subject:** Request under Section 21 of the Landlord and Tenant Act 1985 — [PROPERTY ADDRESS]
>
> Dear [LANDLORD / MANAGING AGENT],
>
> I am the leaseholder of [PROPERTY ADDRESS]. I am writing to request, pursuant to Section 21 of the Landlord and Tenant Act 1985, a written summary of the relevant costs incurred during the accounting period ending [DATE OF MOST RECENT YEAR-END].
>
> Please provide:
>
> - A summary of the costs incurred and the period to which the summary relates
> - The total of any amounts received by the landlord in respect of those costs and standing to the credit of any service charge account
> - The aggregate of any amounts received on account of service charges and any amounts paid out
>
> Where service charges are payable by tenants of more than four dwellings, please ensure the summary is certified by a qualified accountant in accordance with Section 21(6) of the Act.
>
> The Act requires you to provide this summary within one month of receipt of this request, or within six months of the end of the accounting period to which it relates, whichever is later.
>
> Failure to comply without reasonable excuse is a summary offence under Section 25 of the Act.
>
> I look forward to receiving the summary by [DATE — one month from sending].
>
> Yours faithfully,
>
> [YOUR NAME] [DATE]

A5. Section 22 request — inspection of supporting documents

Use this once you have received a Section 21 summary, to inspect the underlying invoices, receipts, and accounts.

Subject: Request under Section 22 of the Landlord and Tenant Act 1985 — [PROPERTY ADDRESS]

Dear [LANDLORD / MANAGING AGENT],

Further to the summary of relevant costs provided in response to my Section 21 request dated [DATE], I am writing to request, pursuant to Section 22 of the Landlord and Tenant Act 1985, reasonable facilities for inspecting the accounts, receipts, and other documents supporting that summary, and for taking copies or extracts from them.

The Act requires you to make these facilities available within one month of this request, for a period of two months. Inspection must be made available free of charge; reasonable charges may be made for copying.

Please contact me to arrange a mutually convenient time and location for the inspection. I would be grateful if the inspection could be arranged for a date within the next four weeks.

Yours faithfully,

[YOUR NAME] [DATE]

A6. Tribunal application — what to include

The official form is *Application for a determination of liability to pay and/or reasonableness of service charges*. Download from the gov.uk First-tier Tribunal Property Chamber pages. The form asks for the following information — preparing a draft of each section before completing the form will save time.

Section: Applicant Your name, address, and contact details. Use the address of the property in question.

Section: Respondent The freeholder (or whoever is liable to provide services and demand payment under the lease). Get this exactly right by reference to your lease and recent service charge demands.

Section: Property Full address, lease details, your interest in the property.

Section: Issues A clear list of the specific charges you are challenging. Identify each by: - Service charge year (e.g. 2024-25) - Item (e.g. “reserve fund contribution”) - Amount (e.g. £1,419.61)

Include a one-line summary of why each is challenged.

Section: Orders sought Include all of the following, even if you think the substantive case is the main thing: - A determination under Section 27A LTA 1985 that the disputed charges are not payable, alternatively that they are payable only in such reduced amount as the Tribunal considers reasonable - An order under Section 20C LTA 1985 that the landlord’s costs of these proceedings are not to be recoverable through the service charge - An order under Paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 reducing or extinguishing the landlord’s right to recover costs as administration charges - Reimbursement of the application and hearing fees

Section: Hearing or paper determination Request a hearing unless your case is genuinely simple.

Section: Fee £114 application fee. Hearing fee of £227 payable later if a hearing is held. Apply for fee remission (form EX160) if eligible.

A7. Statement of case structure

Submit your statement of case according to the directions issued after the application. The structure below works well for most service charge disputes.

> **1. Introduction** One paragraph identifying the parties, the property, the lease, the application, and the case reference.
>
> **2. The challenged charges** A clear table or list of every charge being challenged, by year, item, and amount. This is the spine of the case.
>
> **3. The grounds of challenge — by item** A subsection for each challenged item. For each item: - State the challenge - Identify the evidence relied on (cross-referenced to the bundle) - Identify the statutory test (typically Section 19 LTA 1985 reasonableness) - State the relief sought
>
> Example structure for one item:
>
> > 3.2 Reserve fund contribution, year 2024-25: £1,419.61
> >
> > 3.2.1 The Applicant challenges this contribution as unreasonable.
> >
> > 3.2.2 [The factual basis — what was demanded, what was requested, what was provided.]
> >
> > 3.2.3 [The statutory hook — Section 19 LTA 1985 requires charges to be reasonably incurred.]
> >
> > 3.2.4 [The relief sought.]
>
> **4. Pattern evidence (if relevant)** A section setting out wider mismanagement context that supports the individual challenges, particularly relevant for management fee challenges.
>
> **5. Statutory framework** A short section identifying the statutory provisions relied on. The Tribunal knows the law; this is for orientation.
>
> **6. Supporting evidence** A list of documents relied on, cross-referenced to bundle pages.
>
> **7. Orders sought** Restate all orders being sought (substantive determination, Section 20C, Paragraph 5A, fee reimbursement).
>
> **Signing block** Date, signature, and a statement of truth: “I believe the facts stated in this Statement of Case are true.”

Things to remember: - Number every paragraph - Cross-reference every factual claim to a bundle page (e.g. “(Bundle p.34)”) - Keep it tight — 10 pages of focused argument beats 40 pages of repetition

A8. Witness statement structure

Witness statements are first-person accounts of what you (or another witness) directly observed or experienced. They go in the bundle as evidence.

1. Heading

> Witness Statement of [FULL NAME] Case ref: [TRIBUNAL CASE REFERENCE] Made on behalf of: [APPLICANT / RESPONDENT] Date: [DATE]

2. Personal introduction

> 1. I am [FULL NAME] of [ADDRESS]. I am the leaseholder of [PROPERTY ADDRESS] and the Applicant in these proceedings. The matters set out in this statement are within my own knowledge unless otherwise stated, and are true to the best of my knowledge and belief.

3. Background context

> 1. I purchased the leasehold of [PROPERTY] in [DATE]. The property is one of [NUMBER] flats in [BUILDING NAME / DESCRIPTION], managed by [MANAGING AGENT] on behalf of [FREEHOLDER].
> 2. [ANY RELEVANT BACKGROUND ON YOUR INVOLVEMENT WITH THE BUILDING.]

4. Chronological account of relevant events

Numbered, dated, factual paragraphs. One event per paragraph where possible.

> 1. On [DATE], I received the service charge demand for year 2024-25 from [MANAGING AGENT]. The reserve fund contribution was stated as £1,419.61, an increase of £X compared to the previous year.
> 2. On [DATE], I sent an email to [NAMED CONTACT] at [MANAGING AGENT], asking for an explanation of the increase and for the asset management plan supporting the reserve fund. A copy of that email is at page [X] of the Applicant's bundle.
> 3. I received no response within [TIMEFRAME]. On [DATE], I sent a follow-up email…

Continue chronologically until you reach the present.

5. Statement of truth

> I believe that the facts stated in this witness statement are true.
>
> Signed: _____ Name: [FULL NAME] Date: [DATE]

Things to remember: - Use first person and past tense for events that have happened - Stick to facts you personally know — not opinion, speculation, or rumour - Cross-reference exhibits (emails, letters, documents) to the bundle page numbers - Witness statements from other leaseholders in your building, describing similar experiences, can be powerful evidence — particularly for management fee challenges or pattern evidence

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A9. Formal demand letter for refund (post-tribunal)

Use this once the tribunal has issued its decision and the appeal period has passed without challenge.

Subject: Refund of overpaid service charges — [PROPERTY ADDRESS] — Tribunal case [REFERENCE]

Dear [MANAGING AGENT / FREEHOLDER],

I am writing to request a refund of overpaid service charges, in light of the First-tier Tribunal (Property Chamber) decision dated [DATE] under case reference [REFERENCE].

The Tribunal's findings:

The Tribunal determined that the following amounts were not payable:

1. [ITEM 1] for year [YEAR]: £[AMOUNT]
2. [ITEM 2] for year [YEAR]: £[AMOUNT]
3. [ITEM 3] for year [YEAR]: £[AMOUNT]

Calculation of refund due:

Item	Amount paid	Date paid	Disallowed	Days outstanding	Interest at 8%
[ITEM 1]	£X	[DATE]	£Y	[N]	£Z
[ITEM 2]	£X	[DATE]	£Y	[N]	£Z
Subtotals			**£[A]**		**£[B]**

Tribunal application and hearing fees (per Tribunal direction): £[C]

Total amount due: £[A + B + C]

Interest is claimed at the statutory rate of 8% per annum from the date of payment, in accordance with Section 69 of the County Courts Act 1984.

Section 20C and Paragraph 5A orders:

I note that the Tribunal made orders under Section 20C of the Landlord and Tenant Act 1985 and Paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 preventing recovery of the landlord's costs of the proceedings through service charges or as administration charges. I would be grateful for confirmation that no element of the costs of these proceedings will be passed to leaseholders.

Payment:

Please make payment of £TOTAL to the following account by [DATE — typically 14 to 21 days from sending]:

[BANK ACCOUNT DETAILS]

If a credit to the service charge account is preferred to a cash refund, please confirm in writing that the credit has been applied, in the full amount including interest, and provide documentary confirmation.

If payment is not received by [DATE], I will pursue recovery through the County Court without further notice.

Yours faithfully,

[YOUR NAME] [DATE]

A10. County Court particulars of claim (Money Claim Online)

If the formal demand is not paid, file a claim through the Money Claims Service (moneyclaims.service.gov.uk). The online form has a character limit; the particulars below show the structure to fit within it.

> **Particulars of Claim**
>
> 1. The Claimant is the leaseholder of [PROPERTY ADDRESS] under a lease dated [DATE OF LEASE].
> 2. The Defendant is the freeholder/landlord of the property and was the Respondent in First-tier Tribunal (Property Chamber) proceedings under reference [TRIBUNAL CASE REFERENCE].
> 3. By a decision dated [DATE], the Tribunal determined that the following service charges were not payable: [BRIEF SUMMARY OF DISALLOWED ITEMS AND AMOUNTS].
> 4. The Claimant had previously paid the disputed sums totalling £[AMOUNT].
> 5. The Claimant gave the Defendant formal notice of the refund due by letter dated [DATE OF DEMAND LETTER]. The Defendant has failed to pay.
> 6. The Claimant claims:
>   - The principal sum of £[AMOUNT]
>   - Interest at 8% per annum from the dates of payment under Section 69 of the County Courts Act 1984, calculated as £[INTEREST] to the date of issue and continuing at £[DAILY RATE] per day until judgment or earlier payment
>   - Reimbursement of tribunal fees of £FEES as ordered by the Tribunal
>   - Court fees and any other recoverable costs
>
> Statement of truth: The Claimant believes that the facts stated in these Particulars of Claim are true.

Things to remember: - The defendant's name must match exactly. Check Companies House for the registered name if it's a company. - Attach the tribunal decision as a supporting document. - Keep the particulars factual. The merits have already been determined by the tribunal; this claim enforces that determination.

A11. Discontinuance email

Once a payment or credit has cleared, discontinue the County Court claim. Send the following to the defendant before formally discontinuing through the Money Claims Service portal.

> **Subject:** Notice of discontinuance — Claim [CLAIM NUMBER]
>
> Dear [DEFENDANT'S SOLICITOR / DEFENDANT],
>
> Further to your payment / credit of £[AMOUNT] received on [DATE], I write to confirm that the principal claim has been satisfied.
>
> I will discontinue the above claim through the Money Claims Service on a no-costs basis (each party to bear its own costs), to be processed in the next [TIMEFRAME].
>
> Please confirm by return that you accept the discontinuance on this basis.
>
> Yours faithfully,
>
> [YOUR NAME] [DATE]

Important: Do not discontinue until the payment has cleared in your account. Discontinuance closes off the formal route to enforcement.

Section B: Glossary

Administration charge. A charge payable under the lease for a specific landlord action — e.g. processing a sale, granting a consent, providing information. Variable administration charges are subject to the reasonableness test under Schedule 11 of the Commonhold and Leasehold Reform Act 2002.

Asset management plan. A document setting out anticipated major works and capital expenditure for a building over a multi-year period. The basis for justifying reserve fund contributions.

Bundle. The agreed set of documents, paginated and indexed, used by both parties at a tribunal hearing.

Case management conference (CMC). A short procedural hearing, often by video or telephone, where the tribunal gives directions and the parties can raise procedural questions.

Collective enfranchisement. The right of qualifying leaseholders to buy the freehold of their building. Different from Right to Manage.

Directions. The tribunal's procedural orders telling each party what to do and by when.

Final Response / Final Viewpoint letter. The formal end of the managing agent's internal complaints process.

First-tier Tribunal (Property Chamber). The statutory tribunal that decides service charge disputes and other leasehold matters in England.

Freeholder. The owner of the freehold interest in the building. Often the respondent in tribunal proceedings.

Leaseholder / lessee. The person holding a long lease (typically more than 21 years) of a flat.

Managing agent. A company appointed by the freeholder (or by an RTM company) to manage the building. Typically the day-to-day point of contact for leaseholders.

Paragraph 5A order. An order under Schedule 11 of the Commonhold and Leasehold Reform Act 2002 reducing or extinguishing the landlord's right to recover costs as administration charges.

Particulars of claim. The factual basis of a County Court claim, set out in a structured form.

Pre-action protocol. The expectation that parties attempt to resolve a dispute through correspondence before issuing court proceedings.

Property Ombudsman (TPO). One of two government-approved redress schemes for managing agents.

Property Redress Scheme (PRS). The other government-approved redress scheme for managing agents.

Qualifying tenant. For Right to Manage, a leaseholder whose lease was originally granted for more than 21 years.

Reserve fund / sinking fund. A pool of money built up over time through service charges, intended to fund major future works.

Right to Manage (RTM). A statutory right under the Commonhold and Leasehold Reform Act 2002 allowing qualifying leaseholders to take over management of their building from the landlord, without proving fault.

Section 19 LTA 1985. The statutory test that service charges must be reasonably incurred and that services or works must be of a reasonable standard.

Section 20 LTA 1985. The consultation requirements for major works and long-term agreements above specified thresholds.

Section 20C LTA 1985. An order preventing the landlord from recovering its costs of tribunal proceedings through service charges.

Section 21 LTA 1985. The right to request a written summary of relevant costs from the landlord.

Section 21B LTA 1985. The requirement that every service charge demand be accompanied by a prescribed summary of leaseholders' rights and obligations.

Section 22 LTA 1985. The right to inspect supporting documents (accounts, receipts, invoices) underlying a Section 21 summary.

Section 27A LTA 1985. The statutory route by which leaseholders apply to the tribunal for a determination on service charges.

Service charge. The amount payable by leaseholders for services, repairs, maintenance, insurance, and management of the building, as provided for under the lease.

Statement of case. The substantive document setting out a party's position at tribunal, more detailed than the application form.

Statement of truth. A signed declaration that the facts in a document are true to the best of the signatory's knowledge and belief.

Stage 1 / Stage 2 / Stage 3. Stages of the typical managing agent complaints process, ending in a Final Response and (potentially) referral to a redress scheme.

Strike out. A procedural step where the tribunal dismisses an application or part of an application without considering it on the merits.

Tribunal Procedure Rules 2013. The procedural rules governing the First-tier Tribunal (Property Chamber).

Withholding payment. Refusing to pay a service charge demand. Generally not advisable except in narrow circumstances (e.g. non-compliance with Section 21B). "Pay under protest" is usually the safer approach.

Section C: Useful organisations

The Leasehold Advisory Service (LEASE) Government-funded free advice service for leaseholders. Initial advice is free, including telephone consultations and template letters. - Website: lease-advice.org - Telephone advice: weekday business hours

Leasehold Knowledge Partnership (LKP) Charity covering leasehold abuses, sector news, and reform efforts. Useful for context and awareness, not for individual casework. - Website: leaseholdknowledge.com

The Property Ombudsman (TPO) Approved redress scheme for managing agents. Can adjudicate conduct complaints; cannot adjudicate the level or reasonableness of service charges. - Website: tpos.co.uk

The Property Redress Scheme (PRS) The other approved redress scheme for managing agents. Similar function to TPO. - Website: theprs.co.uk

First-tier Tribunal (Property Chamber) The statutory tribunal for service charge and leasehold disputes in England. - Website: gov.uk/courts-tribunals/first-tier-tribunal-property-chamber

Money Claims Service (MCOL / OCMC) The online portal for issuing County Court money claims, including post-tribunal refund claims. - Website: moneyclaims.service.gov.uk

HM Courts and Tribunals Service — fee remission Form EX160 for help with court and tribunal fees if you are on a low income or receive certain benefits. - Search: gov.uk help with fees EX160

Citizens Advice Free, confidential advice on housing and consumer matters. - Website: citizensadvice.org.uk

Shelter Housing-focused charity, useful for broader housing-related issues. - Website: shelter.org.uk

The Financial Conduct Authority (FCA) Regulator of insurance brokers. Relevant for complaints about leasehold buildings insurance arrangements. - Website: fca.org.uk

Energy Ombudsman Handles unresolved heat network complaints. - Website: energyombudsman.org

Companies House Public records of UK companies — directors, accounts, ownership. Free search. - Website: find-and-update.company-information.service.gov.uk

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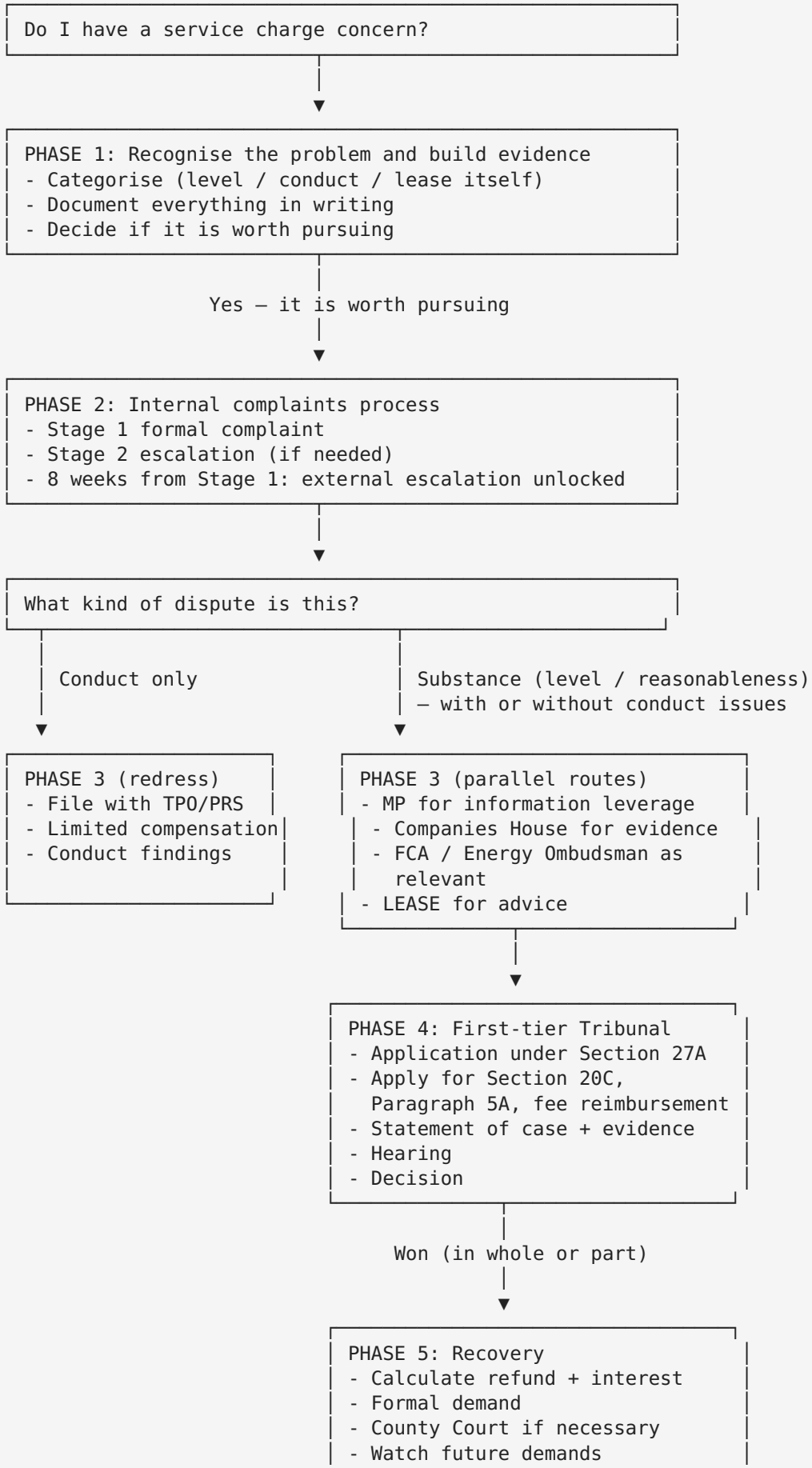
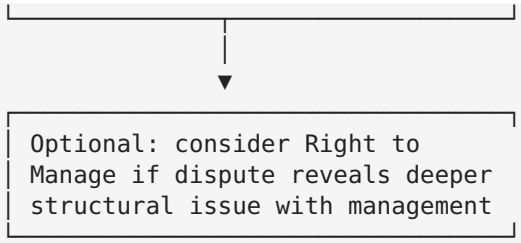
Section D: One-page decision tree

This is the toolkit at a glance. Use it to orient yourself at any point in the process.


Do I have a service charge concern?
PHASE 1: Recognise the problem and build evidence
- Categorise (level / conduct / lease itself)
- Document everything in writing
- Decide if it is worth pursuing
Yes – it is worth pursuing
PHASE 2: Internal complaints process
- Stage 1 formal complaint
- Stage 2 escalation (if needed)
- 8 weeks from Stage 1: external escalation unlocked
What kind of dispute is this?
Conduct only
Substance (level / reasonableness)
– with or without conduct issues
PHASE 3 (redress)
- File with TPO/PRS
- Limited compensation
- Conduct findings
PHASE 3 (parallel routes)
- MP for information leverage
- Companies House for evidence
- FCA / Energy Ombudsman as relevant
- LEASE for advice
PHASE 4: First-tier Tribunal
- Application under Section 27A
- Apply for Section 20C, Paragraph 5A, fee reimbursement
- Statement of case + evidence
- Hearing
- Decision
Won (in whole or part)
PHASE 5: Recovery
- Calculate refund + interest
- Formal demand
- County Court if necessary
- Watch future demands

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Reminder: you can stop at any phase. The decision to not proceed
is as legitimate as the decision to continue.
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A final note

This toolkit reflects the experience of leaseholders who have taken the journey it describes. It is not legal advice. It will not cover every situation. Where your case is unusual, complex, or high-value, get qualified advice.

If you have come this far, you have done what most leaseholders never do: you have understood your situation, your options, and the price of pursuing them. Whatever you decide to do next, you are doing it from a position of knowledge.

Good luck.