



48 Mount Ephraim
Tunbridge Wells
Kent
TN4 8AU
Tel: 01892 739 442
Email: support@resident.uk.com

Sally Keep
48 Mount Ephraim
Tunbridge Wells
Kent
TN4 8AU

ISSUE DATE: 23 October 2018
PROPERTY: Block1
REFERENCE: 001-B11-F2
DEMAND DATE: 25 March 2018

Application for Payment

Re: Flat 2, 48 Mount Ephraim, Tunbridge Wells, Kent, TN4 8AU, UK

Description	Value
service charge (20% of budget amount), for period 25 Mar to 23 Jun 2018	£500.00
Amount	£500.00
Payment for 001-B11-F2 (Bank Transfer)	£250.00
Total Amount Due	£250.00

Payment may be made to:

Resident Software, 48 Mount Ephraim, Tunbridge Wells, Kent, TN4 8AU, UK

Bank Details:

Account Name: Header Account
Account Number: 00000000
Sort Code: 000000

Pursuant to the Landlord and Tenant Act 1987 sections 47 and 48 that your Landlord's name and registered address is RESIDENT PROPERTY SOFTWARE LIMITED, 48 Mount Ephraim, Tunbridge Wells, Kent, TN4 8AU, England. registration number No: 08954437 and all notices (including notice of proceedings) should be served upon the landlord at their stated registered office address 48 Mount Ephraim, Tunbridge Wells, Kent, TN4 8AU, England.



Service Charges – Summary of Tenants’ Rights and Obligations

1. This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in doubt about your rights and obligations you should seek independent advice.
2. Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord’s costs of management, to the extent that the costs have been reasonably incurred.
3. You have the right to ask a “First-tier Tribunal (Property Chamber)” to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine

Who should pay the service charge and who it would be paid to; The amount; The date it should be paid by; and How it should be paid.

However, you do not have these rights where – A matter has been agreed or admitted by you; A matter has already been, or is to be referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; or a matter has been decided by a court.

4. If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
5. Where you seek a determination from a “First-tier Tribunal (Property Chamber)”, you will have to pay an application fee and, where the matter proceeds to a hearing, a hearing fee, unless you qualify for a waiver or reduction. The total fees payable will not exceed £500, but making an application may incur additional costs, such as professional fees, which you may also have to pay.
6. A “First-tier Tribunal (Property Chamber)” has the power to award costs, not exceeding £500, against a party to any proceedings where –

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

It considers a party has acted frivolously, vexatiously, abusively, disruptively or unreasonably.

The Upper Tribunal has similar powers when hearing an appeal against a decision of a “First-tier Tribunal (Property Chamber)”.

7. If your landlord –

Proposes works on a building or any other premises that will cost you or any other tenant more than £250, or
Proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period.

Your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or a “First-tier Tribunal (Property Chamber)” has agreed that consultation is not required. Printed from Resident

8. You have the right to apply to a “First-tier Tribunal (Property Chamber)” to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease
9. You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must –

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

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

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

10. You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.
11. You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the

premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

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