



## Challenging the Amount Demand – Clarify the Issue

### Process

- Landlord's name and address not on the demand
- No summary of rights and obligations with the demand
- Charge not recoverable under the lease terms
- Machinery in the lease not followed e.g.
  - Advance charges not recoverable
  - Works outside the scope of the Lease
  - Accounts not certified /audited as required by the lease)

### Reasonableness of charge

- Was it a reasonable decision to incur costs?
- Are the costs reasonable considering quality of work and/or services?
- Were the works necessary?

### Section 20 Consultation

- Was correct consultation process followed for major works or Qualifying Long Term Agreements?

## What Action Should I Take?

### Raise concerns in writing with freeholder or property manager

- As soon as possible after demand received
- support dispute with evidence e.g.
  - alternative quotes
  - experts reports
  - photographs
  - records of unanswered complaints

- Explain what result you are seeking
- Try to narrow down issues
- give deadline for manager to respond.

## Who can help me?

- Leasehold Advisory Service
- Citizens Advice Bureau
- Law Centres

- Advocate
- Solicitors
- Barristers - Direct Access Scheme
- Interpreters

## What can I do if the dispute is not resolved?



- Apply for mediation
- Apply for early neutral evaluation
- Apply to the Appropriate Tribunal
  - In England – [First-tier Tribunal](#) (Property Chamber)
  - In Wales – [Leasehold Valuation Tribunal](#)

### **Are there customer care issues outside of the service charge challenge?**

- Invoke internal complaints process
- If complaint still not satisfied complain to the [redress scheme](#) to which the property manager belongs although be aware that this process will not resolve a service charge dispute or determine your liability to pay.
- Complain to the landlord that is responsible for the services provided under your lease agreement.