



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.