

Service Charges – Your Rights and Obligations

This document reproduces the statutory Summary of Leaseholders' Rights and Obligations in relation to service charges. By law, this summary must accompany service charge demands. It is provided here for reference and transparency and does not constitute legal advice.

What service charges cover

Service charges are amounts payable for services, repairs, maintenance, improvements, insurance, or the landlord's costs of management, to the extent that those costs have been reasonably incurred, as set out in your lease.

Your right to challenge service charges

You have the right to apply to the First-tier Tribunal to determine whether a service charge is payable. An application may be made before or after payment.

- Who should pay the service charge and to whom
- The amount payable
- When it must be paid
- How it must be paid

Major works and long-term agreements

If a landlord proposes works costing more than £250 per leaseholder, or a long-term agreement costing more than £100 per leaseholder in any accounting year, proper consultation is required or your liability may be capped.

Access to accounts and supporting documents

Leaseholders have the right to request a written summary of service charge costs and to inspect accounts, receipts, and other supporting documents within statutory time limits.

Forfeiture and enforcement safeguards

Although a lease may permit forfeiture for non-payment, a landlord must meet strict legal requirements and obtain a court order. Liability must be admitted or determined by a court or tribunal.

This summary does not provide a full interpretation of the law. Leaseholders should seek independent professional advice if they are uncertain about their rights or obligations.