

I Disagree With My Landlord's Service Charge Statement Now What?

Is the property commercial or residential?	<input type="checkbox"/>
Has your landlord agreed to abide by a service charge code?	<input type="checkbox"/>
What do the service charge provisions in the lease allow the landlord to charge for?	<input type="checkbox"/>
Has your proportion of the service charge contribution been calculated correctly in accordance with the lease?	<input type="checkbox"/>
Is there a cap on the service charge in the lease and has this been applied?	<input type="checkbox"/>
Does your landlord need to serve any statutory notices before proceeding?	<input type="checkbox"/>
Is there a dispute procedure in the service charge provisions, such as reference to an arbitrator or expert?	<input type="checkbox"/>
Is there a sinking fund or a reserve fund to provide for substantial items of expenditure?	<input type="checkbox"/>
Seek legal advice on whether the landlord has correctly issued the service charge statement in accordance with the lease.	<input type="checkbox"/>
If you can't reach an agreement, seek legal advice about taking next steps against the landlord.	<input type="checkbox"/>

If you would like to discuss any issues raised by this alert or break options generally, please do not hesitate to contact a member of our Real Estate Litigation team.

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