

Service Charge Practice in 2022

Virtual Seminar - Wednesday 12 January 2022

£75 + VAT

Registration: 13.55 Finish: 17.00

3 Hours CPD

To book: <https://cptevents.co.uk/event/service-charge-practice-in-2022>

During the pandemic, landlord and estate services were significantly suspended which could have impacted on tenants, and with significant number of tenants not paying their lease obligations, are these, and other issues going to unleash significant discourse as the landlord remedy moratorium ends?

Service charges are a frequent area for dispute between tenants and their landlords. The RICS Professional Statement: Service Charges in Commercial Property dictates the standards to which chartered surveyors are expected to adhere, and sets the benchmark standard of best practice for everyone else involved in the industry. The terms of the lease must take precedence over the Professional Statement, though, and the courts continue to develop our understanding of the scope of recoverable expenditure, as well as the procedural requirements of service charge recovery.

As well as these matters, we will consider how well the Professional Statement is working in the marketplace, what lessons practitioners should be reminded of, and what special considerations need to be focused upon as we begin to put COVID behind us?

Speakers:

Mark Shelton

Commercial Property Management Law Trainer, CPM Law Training Limited and Author of 'A Practical Guide to the Law of Dilapidations' and 'A Practical Guide to Applications for Landlords' Consent and Variation of Leases'

Peter Forrester FRICS

Chartered Surveyor; Principal, Service Charge Expert

Programme:

The Regulatory Framework that Dictates Best Practice

- RICS Professional Statement: Service charges in Commercial Property (1st edition)
- Mandatory requirements
- Core principles underpinning the mandatory requirements
- Common pitfalls and poor practice to be avoided
- Practical guidance to achieving best practice and avoiding disputes

Guidance from Recent Cases

- Southwark LBC v Baharier, and City of London v Great Arthur House Leaseholders – drawing the lines between repair, remedy of structural and inherent defects, and works of improvement
- H Stain Ltd v Richmond - getting procedures right
- Sara & Hossein Asset Holdings v Blacks Outdoor Retail – how conclusive is the year-end certificate?
- Criterion Buildings Ltd v McKinsey – landlord's ability to determine apportionment between tenants

Practice Issues in the Wake of COVID

- Year-end certificates for periods when tenants have not been able to trade and when they might also have expected landlords not to have incurred any costs
- Reducing the service charge costs – how far should you go?
- Are service charge payable during enforced closures?
- Accounting for advanced payments received for postponed major works – can you accrue the 'costs'?
- Business failures and other risks for landlords
- Are tenants defaulting on service charge payments? What action can landlords take?
- Surrendering leases