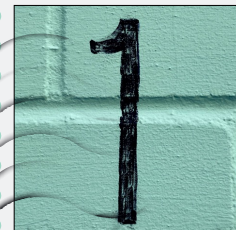




In *H Stain Ltd v Richmond* [2021] UKUT 0066 (LC), the service charge machinery was contained in “one rather unwieldy lump” of a clause, the relevant parts of which obliged the tenant to pay:



“... to the Landlord upon demand a ... proportion ... of such sums as may be incurred or provided for by the landlord **Provided that** if the tenant so requires the amount of any such contribution is certified ... by the Landlord’s chartered accountant and that not less than one month’s notice is given to the Tenant”

The landlord’s demand of August 2015 read: “Payment due 30 days after date of demand, arrears by return”.

In the Upper Tribunal (Martin Rodger QC), held that:

1. If the tenant required her contribution to be certified, the sum demanded was not payable until that was done by the landlord’s chartered accountant.
2. The tenant was obliged to pay immediately on the expiry of one month notice period.
3. The giving of notice was a condition of liability.

The notice had at least two purposes. First, to fix a date for payment, so that the payment date was known to both parties. Secondly, to give the tenant time to make arrangements to pay. Identifying a specific date was therefore important to both parties.

By s.61, Law of Property Act 1925, a requirement to give one month’s notice means one calendar month. Some months have 30 days, but here the demand arrived on 19 August and expired on 18 September. It did not provide the required one month’s notice.

It was not therefore payable.