



In [Cookson v Assethold Ltd \[2020\] UKUT 0115\(LC\)](#), the right to manage the building at 4 Colcannon Road had been acquired under the Commonhold & Leasehold Reform Act 2002 in October 2016, just over half-way through the 2016-17 service charge year.

After the transfer of management, the landlord sent the RTM Company a schedule of its service charge expenditure for that first part of the year. The lessees disputed their liability to contribute towards that expenditure, including (by the date of the application to the F-tT) whether the landlord had complied with the 18-month rule in section 20B of the Landlord & Tenant Act 1985. The Upper Tribunal held that it had not:

- The landlord's schedule did not comply with s.20B(1). It was not addressed to the lessees; nor certified, as was required by the lease. There was no s.21B summary;
- A demand for £3,387.48, dated 27/02/17, did not itemise the charges; did not appear to be certified, nor did it comply with s.21B. It was not a service charge demand for 2016-17.

Judge Elizabeth Cooke said:

“The fact that the lessees were made aware that a charge would be made for that period by the [landlord's] Schedule and by the 2017 demand does not amount to compliance with section 20B (*Skelton v DBS Homes (Kings Hill) Limited* [2017] EWCA Civ 1139, at [18].”

