



Twelve

Philipp Stampfer was the long leaseholder of flat 12 at 6 Trinity Mews. His lease required him to pay ground rent, and permitted the landlord to charge a fee for “the collection of rents”.

By s.166 of the Commonhold and Leasehold Reform Act 2002, a tenant under a long lease of a dwelling is not liable to make a payment of rent under the lease unless the landlord has given him a notice relating to the payment. The notice must contain prescribed information and be in the prescribed form.

After the leaseholders acquired the right to manage their block, the landlord began to raise a £30 fee, twice a year, for the “collection of rents”.

The FTT was informed that the charge was for giving the s.166 notice. It determined that the fee was payable.

The Upper Tribunal disagreed. In *Avon Ground Rents Ltd v Stampfer* [2022] EWCA Civ 1375, the Court of Appeal dismissed the landlord’s appeal. It described the issue thus:

“whether the landlord, in serving a notice under s. 166 ... which is a prerequisite to the ground rent becoming payable, is “attend[ing] to ... the collection of rents”; or, more simply, whether the service of the s.166 notice is part of the process of collecting the rent.”

Nugee LJ referred to a point made to Counsel for the landlord in oral argument:

“there [is] a distinction between liability and collection: you cannot collect rent unless there is liability but you can in principle have a liability for rent without it being collected.”



Law & Lease