

Key Considerations in a Residential Leasehold Dispute

Reviewing the lease, demands, correspondence and management records at an early stage can help establish the legal position and avoid procedural errors.



The Terms of the Lease

The lease is the starting point for determining each party's rights and obligations. Check the provisions covering service charges, repairs, alterations, use, access, insurance and enforcement.



The Parties Involved

Identify the freeholder, landlord, management company, managing agent and relevant leaseholder. Establishing which party has the right or responsibility to take action is essential.



The Nature of the Dispute

Define the issue clearly. A dispute may concern whether a sum is payable, whether work is required, whether a lease has been breached or whether the landlord has followed the correct procedure.



Service Charge Demands

Check whether service charges have been demanded in accordance with the lease and applicable statutory requirements. Errors in the form, timing or supporting information may affect recovery.



Evidence of Costs

Retain invoices, accounts, contracts, consultation documents and evidence of completed works. Landlords and management companies should be able to explain how charges have been calculated.

 Major Works Consultation

Consider whether consultation requirements apply before entering into certain long-term agreements or carrying out qualifying works. Failure to follow the correct process can restrict the amount recoverable from leaseholders unless dispensation is obtained.

 Evidence of a Lease Breach

Gather photographs, inspection reports, correspondence, witness evidence and other relevant records. The alleged breach should be clearly linked to a specific obligation within the lease.

 Notices and Formalities

Check whether a formal notice is required before taking enforcement action. Residential leasehold remedies often involve additional procedural safeguards and should not be pursued without careful preparation.

 The Appropriate Forum

Determine whether the dispute should be dealt with by the First-tier Tribunal, the County Court or another forum. Different aspects of the same dispute may sometimes fall within different jurisdictions.

 Costs and Recoverability

Review the lease to establish whether legal or management costs may be recoverable from the leaseholder. Any recovery may still be subject to statutory controls and challenge.

 The Wider Development

Consider how the outcome may affect other flats and future management. A decision concerning one lease can influence how similar obligations are interpreted or enforced across the development.

 Alternative Dispute Resolution

Assess whether negotiation or mediation could resolve the matter without formal proceedings. This can be particularly valuable where the parties will remain connected through the management of the property.



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