



## Service Charge Dispute Resolution Policy

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Version 1

**Approved by:** Executive Team

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### 1.0 Introduction

1.1 When calculating service charges we always try to make sure we:

- Calculate them correctly and fairly
- Follow the legal consultation requirements (these only apply to variable service charge payers).

1.2 This Policy outlines what action you can take if you feel we have not done this, and what we'll do to resolve your dispute.

1.3 When we use 'you' and 'your' we mean the tenant or home owner who is responsible for paying the variable service charge. The terms 'we', 'our' and 'us' mean Optivo.

### 2.0 Scope

2.1 This Policy applies to service charge disputes made by tenants, leaseholders and shared owners who pay a variable or fixed service charge.

2.2 We provide the service charge dispute resolution service if you want to challenge:

- The reasonableness of a service charge; **or**
- The Section 20 consultation process (applies to variable service charge payers only).

2.3 You can dispute the reasonableness of what we're charging for services provided by us or anyone working for us.

2.4 We deal with concerns related to the following outside this Policy:

- Complaints about our services e.g. not advising service users of their rights correctly, poor attitude or behaviour. We'll deal with these under our [Complaints Resolution Policy](#)
- Disputes that have been subject to previous complaints under our formal complaints procedure, unless anything new has happened
- Where legal action has started in relation to the dispute. In these circumstances, our solicitors will liaise with your legal representative. We are unable to handle complaints which your (or our) solicitors are dealing with at the same time
- Matters which are being handled as an insurance claim.

2.5 We reserve the right to refuse to deal with disputes or deal with them differently. This decision has to be agreed by an Operations Director.

### **3.0 How can I dispute my service charges?**

3.1 You must raise your concerns within six months of when the charge starts. If more than six months have passed, we'll consider your dispute if there are unusual circumstances.

3.2 When disputing your service charge, you need to:

- Back up your dispute with evidence
- Explain how you would like us to resolve it.

3.3 We expect you to behave reasonably. We are unable to accept or resolve your dispute if your behaviour is unreasonable, for example if you:

- Threaten, verbally abuse or attack our staff
- Are rude or offensive to our staff
- Make approaches to several members of staff, at the same time, about the same issue after we've agreed one point of contact.

3.4 If you prefer, you can authorise someone else to raise a dispute on your behalf i.e. an 'advocate'.

This could be a friend/relative or representative from an external organisation (such as Citizen Advice Bureau). We're unable to accept an advocate who is a solicitor or a person who is legally trained. This is because our service charge dispute process is not a legal process. If you authorise an advocate to act on your behalf, you have to inform us in writing (including email).

### **4.0 What is the dispute process?**

4.1 When you first let us know you're unhappy with your service charge, we'll try to resolve the issue outside of our formal process.

4.2 If you're still unhappy with the service charge issue, you can ask for it to be dealt with formally.

4.3 Our dispute process has two stages:

- Stage one – dealt with by a manager with knowledge of the service charges or scheme
- Stage two – a Resolution Panel.

4.3.1 At each stage we'll:

- Let you know who is leading on your dispute

- Tell you when to expect a reply. If we're not able to reply within the timescale we'll agree an alternative date with you
- Carry out a full impartial investigation
- Explain our decisions.

4.3.2 We will close your case once we complete any actions we've agreed with you.

#### 4.4 Stage One

4.4.1 A senior manager will investigate your case. If you're disputing the quality of work by a contractor, the investigation may be carried out by the contractor.

We will contact you to discuss your case. The Manager will be responsible for co-ordinating, recording and sending you a response within 10 working days from the date you contacted us. If we need more time to investigate, we'll let you know and keep you informed.

4.4.2 If we're unable to resolve your case to your satisfaction, you can request to go to stage two. You need to let us know within 10 working days of our stage one reply if you want to do this.

#### 4.5 Stage Two – Resolution Panel

4.5.1 The Resolution Panel will include:

- A Director or Senior Manager who has not previously been involved in the dispute and has leasehold/service charge experience
- An involved customer who is a service charge payer in the same tenure type (a tenant, shared owner or leaseholder)
- A business expert or independent advisor, to provide additional technical or legislative advice (if required).

4.5.2 We need you to give us all the papers supporting your dispute within 10 working days of your request to go to stage two.

4.5.3 You can choose for the panel to:

- Meet and give you a decision, a paper decision; **or**
- Have a panel hearing and attend the hearing meeting.

#### 4.6 Paper Decision – the panel make a decision without you being present

4.6.1 If you choose a paper decision, we'll:

- Circulate paperwork 10 working days before the decision deadline
- Make a decision within 20 working days of your request to go to stage two
- Send you the decision within 10 working days of making the decision. This will include agreed actions and target dates.

## 4.7 Resolution Panel Hearing

4.7.1 If you request a Panel Hearing, we'll:

- Arrange this within 25 working days of your request
- Circulate paperwork 10 working days before the Panel Hearing
- Arrange and pay for any specific support needs such as sign language, or a translator.

4.7.2 In normal circumstances, if you cancel 48 hours or less from the date of the panel hearing, or fail to arrive, we'll continue with the meeting and let you know the panel's decision within 10 working days.

4.7.3 The resolution panel members work together to agree a decision on the day. In exceptional cases, they can defer their decision until after the meeting, for example if they need to consult a specialist or take legal advice.

4.7.4 We will confirm the panel's decision within 10 working days of the hearing meeting, including information about agreed actions and target dates.

4.7.5 If you disagree with the panel's decision, you can have your dispute considered by an independent body (see section 6.0 below). You need to tell us if you intend to do this.

## 5.0 Closing cases

5.1 We will close a dispute when:

- We reach an agreement with you and we've completed all agreed actions, meaning there's no further dispute
- or**
- The Resolution Panel overturns a dispute
- You don't engage with us.

## 6.0 Independent review – tribunals

6.1 If you disagree with the Resolution Panel's decision, you can apply to the First-tier Tribunal (Property Chamber) (FTT).

6.2 Tribunals are part of the Her Majesty's Courts and Tribunals Service. Each Tribunal usually consists of three members: a lawyer (who is often the chairman), a valuer and a lay person.

The Tribunal is entirely independent and impartial in its approach. There are five regionally based Tribunal offices (London, Northern, Midland, Eastern and Southern).

## 7.0 Review

7.1 We will review this Policy to address legislative, regulatory, best practice or operational issues.

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