



**FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference: BIR/00CS/LIS/2018/0011

Property: Flat 14 Oak Close, Gospel Oak, Tipton, DY4 0AY

Applicants: David, Paula, Alan & Steven Matthey

Representative: Mr. A. Beaumont instructed by Blue Property Management UK Limited

Respondent: T Price

Representative: Mr. S. J. Bradshaw, Direct Access Counsel.

Type of Application: Application for a determination of liability to pay and reasonableness of service charges pursuant to s27A Landlord & Tenant Act 1985; and an application that the Applicant is prevented from recovering its costs pursuant to s20C of the Act of 1985.

Date & Venue of Hearing: 10-11 September 2019. The Tribunal reconvened on 2 further occasions, namely 18 October and 5 November 2019.

Date of decision: 14 February 2020

Tribunal Members: Judge A McNamara
Mr R P Cammidge FRICS

DECISION

Introduction

1. This decision follows a re-hearing and is a re-determination of an application in respect of liability to pay and/or the reasonableness of service charges sought by the Applicant in relation to Flat 14, Oak Close, Gospel Oak, Tipton, DY4 0AY.
2. The Respondent also seeks an order that the Applicant should be prevented from seeking to recover the costs of this application via the service charge.
3. In the application dated 23 February 2018, the Applicant invited the Tribunal to consider the service charges for the periods 2009-10 to 2017 inclusive. The total amount in dispute was said to be £29,958.76 (this is the figure from the application and appears to apply to flats 9/10/14/24 in total). The Respondent is said to be in arrears of service charge to the extent of £3,832.17.
4. This case remains to be treated as a sample application since there are other applications relating to Flats 9, 10 and 24 Oak Close which have been stayed pending this decision.
5. The case was re-heard on 10-11 September 2019; the Tribunal heard a combination of evidence and submissions from Counsel and the parties in relation to principles and the Scott Schedule.
6. At the conclusion of the hearing and in the light of the Tribunal's stated aim of reconvening, a direction was given requiring written submissions from the Parties. The Tribunal is grateful to Counsel for their written input. Given the volume of information provided, the Tribunal reconvened on two subsequent occasions, on 18 October and 5 November 2019, to consider the extensive material generated.
7. This decision is accompanied by the completed Scott Schedule which deals with the sums the Tribunal was asked to assess in respect of the disputed years.

8. The reconsideration of this case came about as a consequence of the Appeal of the Applicant against the decision dated 24 January 2019. In an application for permission to appeal, dated 16 February 2018, the Applicant set out the Grounds upon which permission was sought. Regional Judge Jackson directed that, instead, the original decision should be reconsidered and additional evidence in the form of a Scott Schedule filed. The matter was then set down for a re-hearing.

9. §5 of the Application for Permission to Appeal contained the following concession:

The applicant wishes to make it clear that it does not seek to appeal against the finding (paras 36 to 40) that the correct proportion of the mansion service charged remains 1/31 as specified in the lease notwithstanding that the number of flats served was reduced to 1/24 and subsequently to 1/20 in the latest right to manage application.

10. In the light of that; the conduct of the re-hearing (in which the concession was given voice in submissions relevant to the Scott Schedule); and Mr. Beaumont's written submissions on behalf of the Applicant, dated 11 October 2019, the Tribunal simply adopts, with minor modification, the reasoning from the earlier decision (what were §§ 36-40 now become §§ 25-31). It is dealt with as a preliminary below.

11. The balance of the issues are dealt with in the decision which follows and the appended Scott Schedule.

The Lease

12. A lease for a term of 99 years was created between the parties' predecessors in title on 25 March 1974 and appeared at pages 11 to 33 of the hearing bundle.

13. For the purposes of this decision, the relevant provisions of the lease are as follows:

(1)...

(iv) *"The said development" shall mean the lessor's development at Oak Close Tipton...which includes the Mansion as hereinafter described...*

(vi) *"The Mansion" shall mean the property described in the First Schedule hereto...*

(viii) *"The Flat" means the property hereby demised and described in the Second Schedule hereto.*

(ix) *"The Lessor's Expenses" means money actually expended and reserved for periodical expenditure by or on behalf of the Lessor during the term...in carrying out in respect of the Mansion the obligations specified in the Sixth Schedule hereto for the period ending on the Thirtieth day of June 1977 and for each and every subsequent year ending on the thirtieth day of June.*

14. After dealing with the purchase price and ground rent, the document continued as follows:

1...

~~AND ALSO YIELDING AND PAYING during the said term:-~~

...(ii) *The Lessee's proportion of the Lessor's Expenses on the days and in manner...provided...*

(iii) *Such other sum or sums in respect of the Flat which the Lessor from time to time during the said term properly shall be called upon to pay...*

15. The Mansion was defined in the First schedule as follows:

ALL THAT land at Oak Close, Tipton

TOGETHER with the building flats garages driveways pathways gardens and grounds...shown for the purpose of identification only on the plan and...edged in green

16. The Flat was defined in the Second Schedule:

*ALL THAT ground floor flat known as Flat Number 14, Oak Close,
Tipton, West Midlands aforesaid...TOGETHER WITH:-*

- (i) The foundation (if any) and the roofs (if any) floors ceilings walls doors and windows enclosing the same save that where such...also form the boundary of another flat only one half in depth of such floors ceilings or walls is included in the Flat and*
- (ii) The pipes wires ducts tanks and cisterns lying within and used solely in connection with the services of the Flat All which demised premises form part of the Mansion.*

17. Part II of the Second Schedule set out the Covenants by the Lessee with Lessor and provided, amongst other things, as follows:

2. (i) To contribute and pay one equal 1/8th part of the costs expenses outgoings and matters mentioned in the First Part of the Eighth Schedule [EXPENSES OF THE BUILDING] and one equal 1/31st part of those mentioned in the Second Part of the Eighth Schedule [EXPENSES OF THE MANSION] together with Value Added Tax.

18. The succeeding subparagraphs identified that the service charge would be estimated by the Lessor by the service charge year end, that year ending on 30 June (iii); that the Lessee would pay in two instalments on 1 January and 1 July; and that a balancing payment was due every third year subject to any credit held by the Lessor (iv).

19. Therefore, the lease as originally drafted:

- a. Reflected that the Respondent's flat was within a building consisting of eight flats (the building) and that the original development (the mansion) consisted of thirty-one units and the surrounding grounds.
20. Over time some dispositions have been made resulting in the numbers of flats declining so that, as at the date of the application, only twenty flats remain within the mansion and three buildings: two consist of eight flats and one has four flats. During the majority of the period concerned, there were 24 flats.

The pertinent statutory provisions

21. Section 20B of the Landlord and Tenant Act 1985 provides as follows:

20B Limitation of service charges: time limit on making demands.

(1) If any of the relevant costs taken into account in determining the amount of any service charge were incurred more than 18 months before a demand for payment of the service charge is served on the tenant, then (subject to subsection (2)), the tenant shall not be liable to pay so much of the service charge as reflects the costs so incurred.

(2) Subsection (1) shall not apply if, within the period of 18 months beginning with the date when the relevant costs in question were incurred, the tenant was notified in writing that those costs had been incurred and that he would subsequently be required under the terms of his lease to contribute to them by the payment of a service charge

22. Section 27A of the Landlord and Tenant Act 1985 provides as follows:

27A Liability to pay service charges: jurisdiction

(1) An application may be made to [the appropriate tribunal] for a determination whether a service charge is payable and, if it is, as to—

- (a) the person by whom it is payable,*
- (b) the person to whom it is payable,*
- (c) the amount which is payable,*
- (d) the date at or by which it is payable, and*
- (e) the manner in which it is payable.*

(2) Subsection (1) applies whether or not any payment has been made.

(3) An application may also be made to [the appropriate tribunal] for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to—

- (a) the person by whom it would be payable,
- (b) the person to whom it would be payable,
- (c) the amount which would be payable,
- (d) the date at or by which it would be payable, and
- (e) the manner in which it would be payable.

(4) No application under subsection (1) or (3) may be made in respect of a matter which—

- (a) has been agreed or admitted by the tenant,
- (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
- (c) has been the subject of determination by a court, or
- (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.

(5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

(6) An agreement by the tenant of a dwelling (other than a post-dispute arbitration agreement) is void in so far as it purports to provide for a determination—

- (a) in a particular manner, or
- (b) on particular evidence, of any question which may be the subject of an application under subsection (1) or (3).

(7) The jurisdiction conferred on [F4 the appropriate tribunal] in respect of any matter by virtue of this section is in addition to any jurisdiction of a court in respect of the matter.]

23. Section 20C is also of relevance:

20C Limitation of service charges: costs of proceedings.

(1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a court [residential property tribunal] or leasehold

valuation tribunal [or the First-tier Tribunal], or the [Upper Tribunal], or in connection with arbitration proceedings, are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.

(2)...

(3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.]

24. Additionally, section 35 Landlord and Tenant Act 1987 is also relevant:

35 Application by party to lease for variation of lease.

(1) Any party to a long lease of a flat may make an application to [the appropriate tribunal] for an order varying the lease in such manner as is specified in the application.

(2) The grounds on which any such application may be made are that the lease fails to make satisfactory provision with respect to one or more of the following matters, namely—

...

(f) the computation of a service charge payable under the lease.

The Tribunal's preliminary finding in relation to the question of proportion

25. The lease is explicit in its use of the word '*proportion*' and the calculation of those proportions dependent upon whether expenses related to the various buildings or the mansion. The principal difference being buildings and grounds related costs respectively.

26. The Tribunal was urged by the Applicant to take what Mr Beaumont referred to as a '*practical approach*' to the reducing numbers of flats and increase the share payable by the Respondent.

27. It is right to say that there is an attractive logic about such an approach.

However, what the Tribunal was being asked to do was sanction a unilateral

variation of the lease which would have an inevitable impact upon the monetary liabilities of the leaseholders including the Respondent. Further, no application pursuant to section 35 of the Act of 1987 was before the Tribunal.

28. The ability of a freeholder to incur expenditure that a leaseholder is expected to pay is extensively regulated and can only be authorised in accordance with the terms of the lease or if statute and/or regulation provide. Scrutiny of the lease in this case reveals no mechanism for that to be done and certainly not unilaterally by the Applicant.

29. As already pointed out, the lease carefully made reference to appropriate proportions and that the Respondent's liabilities were defined by reference to those proportions. Nowhere within the lease is there a provision for the modification of that proportion, even though to do so would be to accurately reflect the current size of the estate.

30. The Tribunal finds that there is no evidence of any lawful variation of the terms of the lease to reflect the increase in share of the Respondent; and, in the absence of an application pursuant to section 35 Landlord and Tenant Act 1987, the Tribunal is unable to adopt the practical course suggested by Mr Beaumont. Accordingly it is clear that the Applicant had no entitlement under the lease as set out above to seek the increased share it did, either by the historical increase to $1/24^{\text{th}}$ or, more recently, $1/20^{\text{th}}$ in respect of the 'Mansion'.

31. Therefore, on each occasion that the Applicant sought to recover either $1/24^{\text{th}}$ or $1/20^{\text{th}}$ in respect of mansion costs, the share should be reduced to $1/31^{\text{st}}$. As identified in §9 above, that matter is uncontroversial.

The Respondent's case

32. It is the Respondent's case that:

- a. *The service charge demands are invalid as they do not comply with the lease*
- b. *Elements of the charges are invalid as the Respondent is not liable under the lease*
- c. *'Many' of the asserted expenditures are unreasonable*
- d. *That the Applicants are not entitled to recover costs by way of service charge*
- e. *Alternatively section 20C applies.*

33. Mr. Bradshaw, in his written submissions, also drew the Tribunal's attention to the cases of:

- a. **Brent LBC v Shulem B Association Ltd¹;**
- b. **Freeholders of 69 Marina v Oram²;**
- c. **Barrett v Robinson³; and**
- d. **Bretby Hall Management Company Ltd v Pratt⁴.**

34. Although there was some argument in respect of interpretation of the authorities, broadly, the law is not in issue between the parties.

The Applicant's case

35. Without wishing to do a disservice to the Applicant's case, it is to the contrary: namely, that the sums claimed were, subject to the concessions in relation to the calculation of the correct proportion, validly demanded, evidenced and reasonably incurred. Furthermore, when the Scott Schedule was scrutinised at the hearing, it was clear that substantial concessions had already been given by the Applicant and yet more were made.

¹ [2011] EWHC 1663 (Ch)

² [2011] EWCA Civ1258

³ [2014] UKUT 322 (LC)

⁴ [2017] UKUT 70 (LC)

36. The Tribunal observes that the concessions made in the Schedule, and during the hearing, run contrary to the Applicant's case in that many sums were accepted as being at the very least incorrectly calculated.

The validity of the service charge demands

37. The thrust of the Respondent's case upon the principle of recoverability is essentially that the Applicant failed to adhere to the provisions of the lease rendering the demands invalid.

38. In his submissions at §20, Mr Bradshaw broke that down into the following:

- a. The twice yearly service charge invoices set out no statement of work done or computation and are 'simply reminders';
- b. The demands for excess/balancing payments are not compliant with the lease as they contain no statement of the work done (save for exceptional payments) or a computation;
- c. The statements of income/expenditure are undated, not compliant with the lease (no estimate or computation), do not notify the Respondent that she will be required to pay and that it is unclear if or when served;
- d. The respondent received merely statements of account rather than service charge demands;
- e. The budget estimates for 2013-2017 fail to comply with the lease:
 - i. 2013-2016 budgets made no distinction between building and mansion costs and simply divided the total figure by 24;
 - ii. 2017 budget demanded the wrong proportion and included no breakdown of how the sum was arrived at.

39. Mr Bradshaw also submitted that the demands were largely time barred by operation of s.20B(2) of the 1985 Act.

40. On the other hand, it is the Applicant's case, set out by Mr Beaumont in his submissions, that:

- a. There is great detail about how the service charge is to be calculated (the implication being that the Respondent can be in no doubt about what it is she is required to pay);
- b. The lease is silent in relation to the service of a demand and estimates of expenditure;
- c. There is no requirement for the accounts and the certificate to be served with the demand;
- d. The demands are valid;
- e. That the 'Shulem' point is answered by the proposition that a mere arithmetical or calculation error does not invalidate the demand for payment;
- f. The demands were issued in time; and,
- g. The sums were reasonable and evidenced.

Discussion & conclusion

41. To a large extent the parties both rely upon the case of **Brent LBC v Shulem B Association Ltd**⁵.

42. The Respondent submits that the principle to be derived from that case is that the demands must conform to the lease or they are defective.

43. The Applicant's submission in relation to the 'Shulem' point is neatly summarised by Mr Beaumont at §16 of his written submissions, namely: '*All the arguments about the validity of demands in the case law relate to the form of the demand*'.

⁵ [2011] EWHC 1663 (Ch)

44. At §9 of **Shulem**, Morgan J made observations about the age of the lease and that one would expect more detailed provision in a modern lease in relation to service charges. It is a reasonable comparison to make in this case since there are components of the lease, such as the absence of the methodology and/or style of demands for payment, which render the task of resolving a dispute open to interpretation. §9 concludes: ‘...*the typical form of a service charge clause in a modern lease may form part of the background to the interpretation of the statutory provisions which may have been enacted to regulate a lessor’s right of recovery of a service charge from a lessee*’.

45. The essential issue in the case of **Shulem** was that the lease only provided for the recovery of service charges once incurred. It is on the basis of that factual distinction that Mr Beaumont relies to submit that **Shulem** does not assist the Tribunal in its interpretation of the lease here.

46. In **Shulem** the lessee challenged validity on the basis that the demand, candidly, set out that the sum was based upon an estimate. Ultimately Morgan J, on appeal, held that that rendered the demand invalid.

47. Further, on behalf of the Applicant, Mr Beaumont prays in aid §43 of the judgment in support of his submission that a mere mathematical error does not render the demand unlawful:

43. The final point which arises in relation to clause 2(6) relates to the correct treatment of a demand which is for a specified amount which is in excess of the lessor’s true entitlement under clause 2(6). The amount demanded by a lessor may be too high for any number of reasons. The landlord may have made a mathematical error in computing the amount of its expenses or the due proportion or the result of multiplying one by the other. The lessor may have included costs which are not recoverable under clause 2(6) although that fact does not appear on the face of the demand. If, for whatever reason, the figure specified in the demand is in

excess of the lessor's underlying entitlement, is the demand formally invalid? This type of problem is likely to arise frequently. A typical case would be where a lessor serves a demand for a specified sum, the lessee does not pay all or any part of the demand, the lessor sues for the sum stated in the demand, the matter is investigated in court proceedings as a result of which it emerges that the lessor's entitlement is to a smaller sum. In such a case, does the court dismiss the lessor's claim because there is no prior demand for the smaller sum as determined by the court or does the court give judgment for the smaller sum? In my judgment, the court should give judgment for the smaller sum on the basis that the original demand was formally valid but cannot entitle the lessor to recover the specified sum unless the lessor has an underlying entitlement under clause 2(6) to that sum.

48. Therefore, the question for the Tribunal is whether the example given above is on all fours with the current situation. That is, were the 'demands' in this case merely a miscalculation rather than a fundamental, or formal, error contrary to the lease?

49. This point has troubled the Tribunal. On the one hand, Morgan J was clearly contemplating a kind of arithmetical error or slip up capable of simple resolution. Rhetorically, is that different from what occurred here? That is, here the Applicant relied upon a unilateral re-interpretation of the lease (in relation to proportion) which resulted in demands being generated for sums to which it was never entitled under the lease.

50. On each occasion that the size of the Applicant's freehold interest reduced in size by reason of disposition, it was open to the Applicant to make application to seek the consent of the remaining lessees, or make the appropriate application, to vary the lease to reflect the reality. It did not do so but, instead, adopted what the Tribunal views as an expedient approach to the mutual interests of the Parties to the lease.

51. After all, when the Respondent took unilateral action, by refusing to pay, the Applicant sought to enforce its rights under the lease by bringing this application.
52. As Mr Beaumont pointed out in his submissions, there is some detail in relation to the manner in which the service charge is calculated. The Tribunal notes that that detail was not observed by the Applicant.
53. However, expedience is not to be confused with mendacity. The question the Tribunal asks itself is whether the application of the correct proportion would rectify the 'offence' of the demands. Simply put, the answer to that must be 'yes'.
54. If one takes the, sample, service charge budget calculation for the period 01/01/2013 to 31/12/13, everything is charged to the Respondent at the rate of 4.1667%, or 1/24th. The same is true of 2014, 2015, 2016 and 2017.
55. The reality is that that is wrong and has been universally applied because of the expedient reinterpretation of the terms of the lease. However, it is capable of mathematical correction to the benefit of the Respondent.
56. Therefore, although the Tribunal concludes that the calculation of proportion in this case was merely one of a number of examples of poor administration on the part of the Applicant, it does not consider it to be a failure of form and, accordingly, the demands rendered were, subject to re-calculation, valid.
57. So far as the Respondent's submissions that the failure to serve information rendered the demands invalid the Tribunal, again, understands the Respondent's frustration but does not find that that renders them invalid.
58. However, that is not the end of the matter in relation to the validity of the service charges since the Respondent submits that, in any event, the demands are time barred by operation of section 20 B.

59. At pages 34 to 50 of bundle A is a succession of documents referred to as 'SERVICE CHARGE INVOICE(S)'. The documents cover the period 1 October 2010 to 30 June 2018.
60. It is fair to say that some of the documents do bear the word 'demand' at least two, and on one occasion three, times: as a heading; both in relation to the date of demand and the demand number. Further, they were sent by the Applicant; refer to the material property; and are in respect of liabilities which arise under the lease in respect of service charges that the Respondent agreed to pay when she entered into the lease.
61. It is also right to point out that they are also variously referred to as invoices and that the use of the word 'demand' appears to have ceased altogether by 1 July 2017 (Invoice number 622).
62. Conversely, there is an opacity about those demands in isolation and it is no wonder the Respondent takes the view that they are not compliant with the lease. When one considers the volume of material generated in this case in order to achieve an understanding of the sums sought the Tribunal shares the Respondent's frustration.
63. However, although this case took some navigating, the reality is that the meaning of the 'demands' is clear and that is that they are a liability to pay. Subject to the Tribunal's findings upon reasonableness/recoverability in the accompanying Scott Schedule, it is the Tribunal's findings that the demands are capable of being understood, just, as demands for payment.
64. The Tribunal finds that the 'demands' numbered 46, 70, 94, 117, 178, 233, 250, 297, 321, 345, 391, 501, 593, 622 and 678 were issued in time.

65. Further, the excess charges set out in demand numbers 140, 162, 274, 368, 467, 559, 654, 747, 530, 809 were, in some cases just, issued in time for the purposes of section 20B.

The section 20C application

66. The Tribunal was not persuaded by the Applicant's submissions that 'management' in the context of this case could be said to be confined merely to the business of attending to Oak Close.

67. The reality is that the administration of the Applicant was bordering on the opaque and, measured only by the amount of documents and hearing time this case utilised, something that required a great deal of investigation and enquiry. The kind of investigation and enquiry that, frankly, leaseholders can do without: information should be accurate; easily understood; or, if questioned, simply explained. This case did not demonstrate those characteristics.

68. Accordingly, the Tribunal also concludes that it would be appropriate to direct, pursuant to section 20C of the Act of 1985, that the costs shall not be added to the service charge.

69. This observation is also reflected in relation to the issue of management charges below.

Reasonableness

70. In respect of some generalised heads of claim the Tribunal makes the following findings. In all other respects, given the extent of the Scott Schedule, the Tribunal relies upon the comments made in the relevant column of the Schedule which is appended to this decision.

Accountancy

71. Part I of the Eighth Schedule to the lease, '*Expenses of the Building*', provides that the '*costs and charges of any Accountant*' are subject to the '*lessees proportion*'. As set out above, that means 1/8.
72. At the hearing on 10 September 2019 it was conceded by Counsel for the Respondent that, subject to the Tribunal's view as to reasonableness, this was no longer in dispute and that the costs of accountancy were related to the building. Accordingly, since the total accountancy cost pertained to all three blocks the Respondent conceded that her share amounted to 1/24 of the overall cost (that is 1/8 of 1/3).
73. In the light of that concession and consideration of the sums claimed, the Tribunal concludes that the annual charges for accountancy for the years 2009 to 2017 are reasonable.

Banking charges

74. It is right to point out, as the Respondent did, that the lease does not specifically provide for the recovery of bank charges. However, it is difficult to understand how the Applicant could manage the property without a bank account. There is no alternative and, inevitably, that will attract charges.
75. Although it might be said that the business of banking has a relationship with accountancy, in the absence of an express provision, the Tribunal takes the view that banking was necessary in relation to both the costs related to the buildings and the mansion. Accordingly, the Tribunal considers the charges to be reasonable and treats them as a '*Mansion*' cost, namely that the Respondent's share is 1/24 for the years 2009 to 2017.

Buildings Insurance

76. Although it advanced no true comparator, indeed comparison evidence failed to offer any true comparison, the Respondent takes the view that the sums sought are excessive. Insurance is clearly an expense of the building for Part I of the Eighth Schedule. Accordingly the Respondent's share should be no more than 1/8 of the cost of insuring her block, or 1/24th in the event that the policy is taken out in respect of the, for example, re-building costs of all three blocks
77. The Respondent made reference to Elizabeth Walk , properties originally forming part of the development, therefore a potential source of good comparable information. That said the Respondent was unable to adduce evidence in a formal manner to assist the tribunal.
78. The Applicant confirmed that the buildings insurance was arranged by the landlord through a broker and they had no control over the selection of the policy. The Respondent questioned if the blocks should be insured separately and would that result in a lower premium. By custom and practice it is normal for an estate to be insured as one and this practice is reflected in the Tribunal's experience.
79. The Tribunal is of the view that the sums sought are high and, instead, adopts the following figures as reasonable as the per unit price inclusive of VAT:

a. 2009	£110
b. 2010	£81.41 (actual sum charged)
c. 2011	£115
d. 2012	£122
e. 2013	£130
f. 2014	£137
g. 2015	£145

- h. 2016 £154
i. 2017 £163

Caretaking

80. The word 'caretaking' is absent from the lease. Part I of the Eighth Schedule sets out the obligations upon the Applicant in respect of maintenance, lighting, external decoration, insurance and accountancy of the building.

81. Part II deals with, amongst other things, the '*costs charges and remuneration of the Lessor and any Agent or Agents employed by the Lessor to manage or administer the Mansion*'.

82. Since the word 'cleaning' is also absent, about which more below, it is therefore a question of interpretation as to what is the appropriate proportion for the calculation of the Respondent's share of the service charge.

83. It is the Tribunal's view that, as the paying party, the Respondent is entitled to have any doubt in terms of interpretation resolved in her favour. However, the Tribunal also takes the view that caretaking fits more easily into the concept of maintenance than it does into management and/or administration.

84. Therefore the appropriate proportion is 1/8 (and if the charge was levied on the basis of all units at Oak Close then it is 1/8 of 1/3).

85. On behalf of the Applicant, Mr Howard (property manager) gave evidence to the effect that he managed the caretaking staff and that '*they are basically cleaners in my experience*'.

86. It is fair to say that 'caretaker' conveys more than 'cleaner' and it is against that that the Tribunal has to make an assessment in relation to a number of specific criticisms made by the Respondent in relation to call out fees and, in particular, changing lightbulbs. However, it is also right to point out that the Applicant does

not retain any resident staff at Oak Close the like of which might, customarily, fit the bill of caretaker.

87. Therefore, the Tribunal must accept Mr. Howard's evidence as to the more limited role performed by staff/contractors under the head of caretaking.

88. One must also bear in mind that, prior to 2014, the role of caretaking appears to have been run together with gardening in the Applicant's invoices (for example see page A66 from 1 May 2009). Once the two elements were charged separately they appear to have increased in price.

89. Of course that does not automatically render either charge unreasonable, indeed the Tribunal has already concluded that gardening charges were reasonable in size if not in proportion, but if caretaking is to be merely equated with cleaning and other contracted out roles then it may be said that the caretaking element is unreasonable since it is more limited in scope.

90. Accordingly, the sums allowed are as follows:

- | | |
|---------|-------|
| a. 2009 | £2070 |
| b. 2010 | £2291 |
| c. 2011 | £2160 |
| d. 2012 | £2160 |
| e. 2013 | £2496 |
| f. 2014 | £2496 |
| g. 2015 | £2496 |
| h. 2016 | £2496 |
| i. 2017 | £2496 |

Gardening

91. This is clearly a 'Mansion' cost within Part II of the Eighth Schedule to the lease.

The Respondent prepared a very helpful Schedule in relation to the appropriate calculation based upon the correct proportion.

92. Although the grounds of Oak Close are not extensively landscaped and largely given over to lawn and pathways, the site is not small and would involve some time to 'tidy up'. Inevitably the seasons will dictate the amount of work necessary.

93. The Tribunal concluded that the overall figures set out in the schedule to the Scott Schedule are reasonable. Therefore, after making the adjustment to reflect the entitlement to charge only 1/31, the sums allowed as reasonable are as follows:

a. 2009	£67.10
b. 2010	£68.32
c. 2011	£69.68
d. 2012	£69.68
e. 2013	£80.52
f. 2014	£80.52
g. 2015	£80.52
h. 2016	£13.04
i. 2017	£82.84

Electricity

94. This is the subject of a helpful Schedule that has been prepared and accompanied the Scott Schedule. In line with that Schedule, the revised, per unit, figures are as follows:

a. 2009	£61.72
b. 2010	£18.13

c. 2011	£15.13
d. 2012	£5.25
e. 2013	£14.25
f. 2014	£19.20
g. 2015	£15.13
h. 2016	£18.63
i. 2017	£23.88

Fire and health and safety risk assessments

95. The Tribunal notes that the fire and health and safety risk assessment process reflects the increasing regulatory obligations of the landlord.

96. So far as the cost of undertaking the fire assessment and the health and safety risk assessment the Tribunal finds that the appropriate proportion is 1/31st because the charges are clearly generated on the assumption that all leaseholders contribute and all benefit equally. Fire risks at the premises clearly do not relate solely to the respective buildings.

97. The Tribunal noted that, whilst there appeared to be no economy of scale by reason of the same surveyor conducting both assessments on the same day, the Tribunal also noted that the figure has not increased since 2009 and so consider, overall, the sums to be reasonable.

98. Accordingly, the cost for each component is £240/31, namely £7.74.

Management fees

99. Part I of the Eighth Schedule is silent as to management or administration of the building; whereas, Part II of the Eighth Schedule specifically refers to those concepts. As a matter of logic, the cost of management and administration must

apply to the whole of the Applicant's demise. Accordingly the Tribunal finds that the appropriate proportion in relation to management fees is 1/31st.

100. As a general observation it is the view of the Tribunal that the Applicant's discharge of its management function in the form of administration was difficult to navigate: indeed the numerous concessions in the Scott Schedule reveal that, upon mature reflection, the Applicant had regularly sought payment for matters which it later transpired were unrelated to the Respondent's property. Insofar as that was and remains part and parcel of the Applicant's management function it owed little to simplicity and required a great deal of explanation.

101. Further, the Tribunal notes that the mansion and incorporated buildings are of simple mid-twentieth century design and construction. The buildings have easy access and the surrounding spaces are level and largely laid to lawn. This is not a tower block with lifts or obvious risks from the need for access at height above two storeys.

102. In relation to the level of management fees the Applicant confirmed that these were assessed on the basis of splitting the country into the north, the Midlands and the south. They were considered to be homogeneous throughout these large locations but the Tribunal is of the view that fees should be of a more nuanced nature reflecting market conditions in the area in which the property is located. In the view of the Tribunal, this is a major factor in establishing an appropriate level of management fee.

103. The Applicants provided some detail of what was suggested to be a comparable situated in Melton Mowbray comprising a 17 flats in a listed building. The Tribunal was of the view that this was not a helpful comparable since it is located in an entirely different geographical location; a different type of asset; and, importantly, a listed building. The nature and number of properties will

inevitably be reflected in the fees to be charged and thus it is not only the location but also the complexity of the property that needs to be taken into account. The subject property is not located in a high value area and is of relatively simple layout and construction

104. In the light of that the Tribunal finds that the management costs were high. Accordingly, the Tribunal substitutes the following figures:

a. 2009	£175
b. 2010	£175
c. 2011	£180
d. 2012	£180
e. 2013	£185
f. 2014	£185
g. 2015	£190
h. 2016	£190
i. 2017	£195

Window cleaning

105. This was conceded by the Applicant to be recoverable only in respect of the cleaning of communal windows. The appropriate proportion is 1/8th; and the assumed rate was £63 per visit. Therefore £7.88.

Repairs and general maintenance

106. So far as repairs and general maintenance are concerned, the Tribunal refers to the appended Scott Schedule. Within it are observations regarding the reasonableness of certain items.

Annual sums derived from the above

107. As a consequence of the re-calculation of the sums in question, and derived from the attached Schedule, the Tribunal finds as follows in respect of each year:

2009	£611.57
2010	£621.76
2011	£620.43
2012	£1184.89
2013	£941.56
2014	£778.88
2015	£947.67
2016	£1037.05
2017	£717.98
Total	£7,461.79

Right of Appeal

108. A party seeking permission to appeal this decision must make a written application to the Tribunal for permission to appeal. This application must be received by the Tribunal no later than 28 days after the date this decision is sent to the parties. Further information is contained within Part 6 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (S.I. 2013 No. 1169).

Judge Andrew McNamara

R. P. Cammidge FRICS

14 February 2020

Disputed Service Charges S/C Year Ended 31/12/2009

Case Reference: BIR/OOCS/LIS/2018/0011

Property: Flat 14 Oak Close, Gospel Oak, Tipton, DY4 0AY

Item / Bundle Page Reference	Cost	Respondent's Comments	Applicant's Comments	Tribunal Decision
Accountants Fee (A112)	£ 595.00	Respondent charged 1/24th share, Lease states 1/31st.	Accounting Fees do not fall under the description of the mansion as per part ii of schedule 8 and are in fact explicitly listed under part i Schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£24.79
		Elizabeth Walk pay £450 per annum as total (based on their 2017 figures)	Please note that the actual cost is £445. Invoice £595 (A112) was partially credited in 2011 (A215) Credit note 569 (£595 - £150) Elizabeth walk works out at £32.14 per property for Accounting Fees & BPM works out at £18.54 per property.	
		This £595 charge is made entirely by Blue Accounting. Considering this was the beginning of Blue's tenure as managing agents, and therefore practically no maintenance costs needed to be considered, we query the value of this invoice.	Blue Property commenced managing this development 01/10/2008. The Accounts would have to be set up and completed as per any other year and this would be a standard fee for that size development. Please note that this invoice was partially credited in 2011, to reduce the charge to £445	
		Blue Accounting's £595 invoice to construct the 2009 accounts was not raised until 1st May 2012.	This expense was accrued for at the time when the year end accounts were prepared and invoiced at a later date	
		The 2009 accounts were not independently certified until February 2014, see David Harrison invoice (A254) which charges £600 to retrospectively accredit the years 2008 to 2011 inclusive. We question this delay.	The certification was carried out in 2011 and charged in the relevant year. It's not applicable to this financial year.	
		We note the address on Mr Harrison's invoices is the same address as Blue Property.	David Harrison is an independent qualified Chartered Accountant who carried out certification at BPM's offices where all the information was available to him.	
		The respondent was billed an excess charge of £56.05 (A51) for 2009, for which the invoice is dated 28/06/2011. This invoice was issued nearly a year before Blue Accounting charged for compiling the 2009 accounts and nearly 3 years before these accounts were independently accredited.	The accounting fee was accrued for at the time the accounting analysis was carried out and the actual invoice was issued at a later date.	
Bank Charges (A113-A117)	£ 311.17	Respondent charged 1/24th share, Lease states 1/31st.	Bank Charges do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£12.97
Buildings Insurance (A81 - A84)	3092.70(This should be £2726)	Respondent charged 1/24th share, Lease states 1/31st.	Buildings Insurance does not fall under the description of the mansion as per part ii of schedule 8 of the lease and is in fact explicitly listed under part i of schedule 8(pages 18-19) therefore the full amount is to be paid	£110
		Blue state conflicting figures for 2009 buildings insurance. Bundle A page 4 summary states £2726. The 2009 income and expenditure list agrees with this figure (A61). Page A 62 lists this very same cost as both £2726 and £3092.70 in different places. There is no explanation for the discrepancy	These figures are not conflicting. The I & E matches the invoice list total. Page 62 lists 2 separate invoices which totals more than the £2726 because these 2 invoices spread over more than 1 financial year and do not match the period of the accounting year exactly, therefore it has been calculated in a pro rata form.	
		Insurance is significantly higher than market rates. The figure includes commission. Neighbouring blocks (not managed by Blue) pay around 1/4 this figure. Elizabeth Walk pay £85.71 per flat per annum and block 18 - 24 Oak Close (via their RTM) pay £57 per flat per annum. *comparisons are based on 2017 figures	See Freeholder Letter who arranges Insurance	
		Please see "Insurance" tab for an inflation adjusted per unit comparable figure for buildings insurance.	See Freeholder Letter who arranges Insurance	
		There is no history of any significant or excessive claims on the insurance at Oak Close identified in the Applicant's bundles.	Please see the insurance excess print out	
		We can see no invoice in the bundle from the actual insurance company. Pages A428 and 429 are simply internal invoices from the Freeholder to Blue.	Page 83 is a renewal notice direct from the Insurers? Invoices are put in the bundle to prove costs rather than the insurance certificates.	
Caretaking (A64-A80)	£ 2,083.60	Respondent charged 1/24th share, Lease states 1/31st.	do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£2070 /24 = £86.25
		*Page A62 lists 2 different figures for this item, £2,083 and £2070 (which is also the figure in the summary on page A4)	This was an accounting error which was worked out in the leaseholders favour as the invoices totalled more than accounted for in this year.	

			This equals about £86 per flat per annum. Elizabeth Walk (managed by Castle Estates) pay £42.86 per flat per annum for communal cleaning. *comparison based on Elizabeth Walk's 2017 figure.	Bodill Gardens (Portland Place) pay £9,839 for cleaning and caretaking services which equates to £234 per annum per flat which is significantly higher than BPM. It is also worth noting BPM is a cleaning and caretaking service not cleaning only, therefore we complete changing of light bulbs if required and other "odd jobs" and not just cleaning like Castle Estates offer in the comparison.	
			From April 2009, when Blue Maintenance took over gardening from subcontractor Lyndale Estate Maintenance, gardening tasks appear on the same invoices as caretaking duties.	An incorrect invoice description was used which included gardening tasks in error. Caretaking and gardening on this site was carried out by different people and invoiced separately.	
Landscape Gardening / Grounds Maintenance (A119-A122)	£	2,083.65	Respondent charged 1/24th share, Lease states 1/31st.	In the annual accounts for all years, landscape gardening was charged equally between 24 leaseholders. As per the terms of the leases, this has now been recalculated and the correct charges for each leaseholder (1/31st) are detailed on the enclosed landscape gardening schedule.	£67.21
			Elizabeth Walk's charge for gardening is comparable with this, based on Elizabeth Walk's 2017 figures.	It is NOT comparable as Elizabeth walk Grounds Maintenance works out at £128.57 per property & BPM works out at £88.25 on a 24 split or £68 on a 31st split, therefore this is almost double on the estate costs. Elizabeth Walk also doesn't have a comparable area of grounds.	
			From 2009, when Blue Maintenance took over gardening from subcontractor Lyndale Estates, gardening tasks appear to have been included as part of caretaking duties. Blue make no separate charge for gardening done during this period until 1st MAY 2014 (see A 122).	This charge was accrued for in the year end accounts and the actual invoice was raised at a later date.	
Electricity (A92 - A99)	£	1,479.78	Respondent charged 1/24th share of all blocks on estate, should be 1/8 share of metered supply to own block	In the annual accounts for all years, all electricity invoices were charged equally between all leaseholders. As per the terms of the leases. This has now been recalculated and the correct charges for each leaseholder in the block 2 - 16 are detailed on the enclosed electricity schedule.	£61.72
			Blue give 2 contradicting figures for the 2009 electricity total. Bundle A page 4 states £1439, as does the income and expenditure account 2009 (A61), but the accompanying invoices list on A62 & A63 states £1479.78.	This is due to accruals and prepayments. When preparing accounts the first and the last invoice for the year is usually split between the years depending on the period that it covers. The payments listed on the enclosed electricity schedule shows what was the actual cost for this block.	
Fire Risk Assessment (A123)	£	240.00	Respondent charged 1/24th share, Lease states 1/31st.	Risk Assessments do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£240/31 = £7.74
Health and Safety Risk Assessment (A123)	£	240.00	Respondent charged 1/24th share, Lease states 1/31st.	Risk Assessments do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£240/31 = £7.74
			Elizabeth Walk pay £135 per annum to include all risk assessment activity, as opposed to the £480 total charged by Blue. *comparison made to 2017 figure	Within the Elizabeth Walk document produced, the Service Cost 01 July 2017 - 30 June 2018 the Fire Risk Assessment cost £270 for 2 years, however, this doesn't state that it includes the Health & Safety Element of the cost.	
			As demonstrated in submissions of Sep-18, these assessments are done in house by Blue Risk and involve a high degree of repetition year on year.	Also, budget comparison for Portland Place for Bodill Gardens at Hucknall in Nottingham is £528 for Health & Safety Assessments which is higher than BPM £480 per annum	
Management Fees (A100 - A111)	£	5,640.00	Respondent charged 1/24th share, Lease states 1/31st.	Management Fees do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£175 = Vat =£210
			Above Market rates for local area	We disagree Re. the market rates for the local area	
			We draw the Tribunal's attention to Blue's catalogue of repeated errors, omissions, miscalculations and attempted corrections, throughout their submissions, as an indication of the quality of their management and service, which hardly seems to justify this fee.	The errors, if any, are minor and usually corrected at a later date. There were some mistakes made while preparing the bundle, but considering that this goes back nearly 10 years it's a lot of work in a short space of time and easy to get minor things wrong. Errors were mainly minor accounting errors and not management	
			Blue charge the estate £200+VAT per flat per annum as opposed to £125+VAT per flat per annum at Elizabeth Walk. The respondent also submits that Elizabeth Walk is better maintained than Oak Close	Bodill Gardens (Portland Place) pay £247 per property (including VAT) which is virtually identical to the fees BPM charge (£240 per property)per annum.	

Window Cleaning (A124)	£ 193.20	As conceded by Blue Property at the original hearing, 8th August 2018, the Lease makes no provision for Managing Agents to charge for window cleaning of individual flats. The Respondent has repeatedly disputed this charge in her correspondence.	BPM are now only cleaning communal windows and this is what the leaseholders will be charged for.	Based on 2 visits pa at £63.. Per visit= £7.88 x 2 = £15.76
		Castle Estates make no bespoke provision or charge for window cleaning at all for Elizabeth Walk. We assume this is likely due to them complying with the Lease.	BPM are now only cleaning communal windows and this is what the leaseholders will be charged for.	
Repairs and General Maintenance				
Replace 2 lamps in common area and tidy it (B118)	£ 209.88	2009 demands charge the respondent 1/24th. The Blue Maintenance invoice does not identify which flat or block this relates to.	The main cost is for trailer hire (£40 plus VAT), tipping Fees (£85 plus VAT) and labour (£50 plus VAT), and while it's not specified, which block the 2 lamps relate to, their cost is only £7.50 plus VAT. The rest of the charge is the estate charge as we would not know which resident has dumped the carpet.	Lamps - £7.50; carpet removal mansion cost (1/31)
		In their appeal submission, 16th Feb-2019, Blue state "it wasn't clear when completing the recalculation who this repair related to and therefore it was apportioned equally to all blocks at £34.98."	Please see above	
		Blue continue to charge all blocks for this item, even though it clearly could have only related to one block.	Please see above	

Disputed Service Charges S/C Year Ended 31/12/2010

Case Reference: BIR/OOCS/LIS/2018/0011

Property: Flat 14 Oak Close, Gospel Oak, Tipton, DY4 0AY

Item / Bundle Page Reference	Cost	Respondent's Comments	Applicant's Comments	Tribunal Decision
Accountants Fee (A165 - A166)	£ 745.00	Respondent charged 1/24th share, Lease states 1/31st.	Accounting Fees do not fall under the description of the mansion as per part ii of schedule 8 and are in fact explicitly listed under part i Schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£31.04
		Elizabeth Walk pay £450 per annum as total (based on their 2017 figures)	Please note that the actual cost is £445. Invoice £595 (A165) was partially credited in 2011 (A215) Credit note S69 (£595 - £150)	
		Blue Accounting have invoiced in house £595 and £150 separately to equal £745. While £595 invoice (A165) is just within 18 months of the 2010 year end, the additional invoice for £150 (A166) is not raised until June 2016.	The cost was accrued for and charged to the building at the time when the year end accounts were prepared. The actual invoice for £ 595 was raised at a later date. An accrual for £150 was included in accounts incorrectly and we credited it in the following year. The invoice was produced at a later date to balance the accounts hence dated June 2016	
		The 2010 accounts were not independently certified until February 2014, see David Harrison invoice (A254) which charges £600 to retrospectively accredit the years 2008 to 2011 inclusive. We question this delay.	The certification was carried out in 2011 and charged in the relevant year. It's not applicable to this financial year.	
		We note the address on Mr Harrison's invoices is the same address as Blue Property.	David Harrison is an independent qualified Chartered Accountant who carried out certification at BPM's offices where all the information was available to him.	
		Given a further invoice for accounting was retrospectively added in 2016, seemingly needed to make Blue's £745 charge match their invoice totals, we have to question the accuracy and thoroughness of both Blue's 2012 sign off and David Harrison's 2014 sign off for the 2010 accounts.	The charge for certification was accrued for in each set of annual accounts, unfortunately David Harrison was not raising invoices in a timely manner and sometimes invoices were sent to us a few years after the work was carried out.	
		The respondent was billed an excess charge of £149.67 (A52) for 2010, for which the invoice is dated 29/06/2011. This invoice was issued well in advance of when these accounts were independently accredited.	The excess charge invoice and the charge for compiling the accounts are 2 separate invoices and issues. The work was completed on accounts and an excess invoice sent to leaseholders & then the accounting work was invoiced at a later date as per above.	
Bank Charges (A181-A189)	£ 209.93	Respondent charged 1/24th share, Lease states 1/31st.	Bank Charges do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£8.75
Buildings Insurance (A178 - A179)	£ 3,174.33	Respondent charged 1/24th share, Lease states 1/31st.	Buildings Insurance does not fall under the description of the mansion as per part ii of schedule 8 of the lease and is in fact explicitly listed under part i of schedule 8(pages 18-19) therefore the full amount is to be paid	£81.41
		Blue state an alternative figure in different sections of their bundles. Bundle A page 4 states £1,954 as does summary table A126. Page A 127 gives a total of £3,174.33.	These figures are not conflicting. The I & E matches the invoice list total. Page 62 lists 2 separate invoices which totals more than the £2726 because these 2 invoices spread over more than 1 financial year and do not match the period of the accounting year exactly, therefore it has been calculated in a pro rata form.	
		Typically, Insurance charged by Blue is significantly higher than market rates. The figure includes commission. Neighbouring blocks (not managed by Blue) pay around 1/4 this figure. Elizabeth Walk pay £85.71 per flat per annum and block 18 - 24 Oak Close (via their RTM) pay £57 per flat per annum. *comparisons are based on 2017 figures	See Freeholder Letter who arranges Insurance	
		Please see "insurance" tab for an inflation adjusted per unit comparable figure for buildings insurance.	See Freeholder Letter who arranges Insurance	
		There is no history of any significant or excessive claims on the insurance at Oak Close identified in the Applicant's bundles.	Please see the insurance excess print out	
		We can see no invoice in the bundle from the actual insurance company. Pages A428 and 429 are simply internal invoices from the Freeholder to Blue.	Page 83 is a renewal notice direct from the Insurers? Invoices are put in the bundle to prove costs rather than the insurance certificates.	
Cleaning / Caretaking (A129-A152)	£ 2,291.00	Respondent charged 1/24th share, Lease states 1/31st.	do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£95.46

		Blue offer varying figures for this item in their bundles. Page A4 summary states £2,291 which matches the 2010 income and expenditure account (A 125), but the invoice list supporting this total on A126 states £2115.00	The charge for the year was £2,115.00 as per invoice list, unfortunately, due to an accounting error, the year end accounting analysis calculated the charge for 13 months instead of 12 hence the difference of £176.	
		This equals about £95 per flat per annum. Elizabeth Walk (managed by Castle Estates) pay £42.85 per flat per annum for communal cleaning. *comparison made to 2017 figure	Bodill Gardens (Portland Place) pay £9,839 for cleaning and caretaking services which equates to £234 per annum per flat which is significantly higher than BPM. It is also worth noting BPM is a cleaning and caretaking service not cleaning only, therefore we complete changing of light bulbs if required and other "odd jobs" and not just cleaning like Castle Estates offer in the comparison.	
		Gardening tasks appear on the same invoices as caretaking duties throughout the year.	An incorrect invoice description was used which included gardening tasks in error. Caretaking and gardening on this site was carried out by different people and invoiced separately.	
Landscape Gardening / Grounds Maintenance (A177)	£ 2,118.00	Respondent charged 1/24th share, Lease states 1/31st.	In the annual accounts for all years, landscape gardening was charged equally between 24 leaseholders. As per the terms of the leases, this has now been recalculated and the correct charges for each leaseholder (1/31st) are detailed on the enclosed landscape gardening schedule.	£68.32
		Blue offer slightly different figures for this item in their bundles. Page A4 summary states £2,118 which matches the 2010 income and expenditure account (A 125), but the invoice list supporting this total on A127 states £2115.00.	Typo error in the year end accounts. Should be £2115	
		Elizabeth Walk's charge for gardening is comparable with this, based on Elizabeth Walk's 2017 figures.	It is NOT comparable as Elizabeth walk Grounds Maintenance works out at £128.57 per property & BPM works out at £88.25 on a 24 split or £68 on a 31st split, therefore this is almost double on the estate costs.	
		During 2010, Blue make no separate charge for gardening. This invoice is not presented until 1st MAY 2014 (see A 177).	The cost for this work was accrued for in the year end accounts. The actual invoice was not raised until 01/05/2014, but the costs were incurred and accounted for in the correct year.	
Electricity (A190 - A213)	£ 996.00	Respondent charged 1/24th share of all blocks on estate, should be 1/8 share of metered supply to own block	In the annual accounts for all years, all electricity invoices were charged equally between all leaseholders. As per the terms of the leases. This has now been recalculated and the correct charges for each leaseholder in the block 2 - 16 are detailed on the enclosed electricity schedule.	£18.13
		Blue give 2 contradicting figures for the 2010 electricity total. Bundle A page 4 states £869, as does the income and expenditure account 2010 (A125), but the accompanying invoice list on A127 & A128 states £996.	This is due to accruals and prepayments. When preparing accounts the first and the last invoice for the year is usually split between the years depending on the period that it covers. The payments listed on the enclosed electricity schedule shows what was the actual cost for this block.	
Fire Risk Assessment (A180)	£ 240.00	Respondent charged 1/24th share, Lease states 1/31st.	Risk Assessments do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£7.74
Health and Safety Risk Assessment (A180)	£ 240.00	Respondent charged 1/24th share, Lease states 1/31st.	Risk Assessments do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£7.74
		Elizabeth Walk pay £135 per annum to include all risk assessment activity, as opposed to the £480 total charged by Blue. *comparison made to 2017 figure	Within the Elizabeth Walk document produced, the Service Cost 01 July 2017 - 30 June 2018 the Fire Risk Assessment cost £270 for 2 years, however, this doesn't state that it includes the Health & Safety Element of the cost.	
		As demonstrated in submissions of Sep-18, these assessments are done in house by Blue Risk and involve a high degree of repetition year on year. There seems to be a large recurring annual charge with little evidence of any year-on-year change.	Also, budget comparison for Portland Place for Bodill Gardens at Hucknall in Nottingham is £528 for Health & Safety Assessments which is higher than BPM £480 per annum	
Management Fees (A153 - A164)	£ 5,640.00	Respondent charged 1/24th share, Lease states 1/31st.	Management Fees do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£210.00
		Above Market rates for local area	We disagree Re. the market rates for the local area	

		We draw the Tribunal's attention to Blue's catalogue of repeated errors, omissions, miscalculations and attempted corrections, throughout their submissions, as an indication of the quality of their management and service, which hardly seems to justify this fee.	The errors, if any, are minor and usually corrected at a later date. There were some mistakes made while preparing the bundle, but considering that this goes back nearly 10 years it's a lot of work in a short space of time and easy to get minor things wrong. Errors were mainly minor accounting errors and not management	
		Blue charge the estate £200 +VAT per flat per annum as opposed to £125+VAT per flat per annum at Elizabeth Walk. The respondent also submits that Elizabeth Walk is better maintained than Oak Close	Bodill Gardens (Portland Place) pay £247 per property (including VAT) which is virtually identical to the fees BPM charge (£240 per property)per annum.	
Window Cleaning (A180a)	£ 394.80	As conceded by Blue Property at the original hearing, 8th August 2018, the Lease makes no provision for Managing Agents to charge for window cleaning of individual flats. The Respondent has repeatedly disputed this charge in her correspondence.	BPM are now only cleaning communal windows and this is what the leaseholders will be charged for.	£15.76
		Castle Estates make no bespoke provision or charge for window cleaning at all for Elizabeth Walk. We assume this is likely due to them complying with the Lease.	BPM are now only cleaning communal windows and this is what the leaseholders will be charged for.	
Repairs and General Maintenance				
Painting - undercoat and gloss woodwork / communal areas (A171)	£ 3,149.00	2010 demands charged the respondent 1/24th. Blue's bundle C spreadsheet split this across all blocks but appears to increase the total to £4339.67. There is no explanation for this discrepancy	The invoice was split correctly between the blocks. On the spreadsheet there seems to be a total amount for block 1 in addition to the split per 4 units, making overall figure £4339.67 (3149 + 1049.67), however this does not affect the split.	Tribunal allows £2400 inclusive of VAT. Proportion is 1/31. Therefore £77.42
		Invoice not broken down sufficiently to ascertain reasonableness of charge - material (paint) cost and hours/days worked is not specified. This appears grossly excessive based on the labour hours and material costs needed for straight forward painting work of this scope. Invoice in house by Blue Maintenance.	Materials: 5 litres of gloss and 5 litres of undercoat. Labour - 8 days (prepare, undercoat and gloss outside doors and windows for all 6 buildings)	
Attend to damaged front doors (A172)	£ 141.00	2010 demands charged the respondent 1/24th. Blue's bundle C spreadsheet allocates this solely to respondent's block without qualification. Blue Maintenance invoice does not identify a flat or block.	This was checked on the job sheet and is correct and that is why it was allocated to the respondents block	Insufficiently precise therefore disallowed. £0
"call out" (A173)	£ 47.00	2010 demands charge respondent 1/24th. The item is included in invoice list A127, verifying this was made in 2010. This invoice is not credited at any point in the bundles but is duplicated (see A355) and the duplicated invoice only is partially credited (A356). Blue claim in their appeal submission that this item is adjusted in the bundle C spreadsheet but this is incorrect. Only duplicate invoice and credit mentioned above is included in the recalculation	This invoice was credited in full and wasn't charged to the leaseholders. It was include in the invoice list in error.	£0
Leak from flat above (A174)	£ 123.38	2010 demands charged the respondent 1/24th. This item is absent from Blue's bundle C spreadsheet, therefore the respondent is still being charged for this item.	This invoice was credited in full and wasn't charged to the leaseholders. It was include in the invoice list in error.	£0
Take down shelving from airing cupboards, prepare for painting (A175)	£ 111.63	2010 demands charged the respondent 1/24th. This item is absent from Blue's bundle C spreadsheet, therefore the respondent is still being charged for this item also.	This invoice was excluded from this year's analysis and accounted for in 2012.	insufficiently precise therefore disallowed. £0
		appears to be an internal repair as references airing cupboards	N/A	
Refit new stop tap (A176)	£ 200.00	2010 demands charged the respondent 1/24th. This item is absent from Blue's bundle C spreadsheet, therefore the respondent is still being charged for this item in addition to those above.	Not charged to the leaseholders, was included in the invoice list in error.	£0
		The invoice specifies flat 17, so the respondent should never have been charged in the first instance.	Not charged	
TOTAL REPAIRS AND MAINTENANCE COST - 2010		The above invoices total £3772.01 as per the invoice list (A127) but this total is contradicted elsewhere in the bundles. The income and expenditure account for 2010 (A125) and the summary table (A4) give a total of £3,290. No explanation is present for this discrepancy, nor do subsequent adjustments in Blue's bundle C spreadsheet account for this difference.	Four invoices listed above were credited and therefore not charged to the leaseholders: 3772.01 - 47-123.48-111.63-200= 3290	

Disputed Service Charges S/C Year Ended 31/12/2011

Case Reference: BIR/OOCS/LIS/2018/0011

Property: Flat 14 Oak Close, Gospel Oak, Tipton, DY4 0AY

Item / Bundle Page Reference	Cost	Respondent's Comments	Applicant's Comments	Tribunal Decision
Accountants Fee (A253 - A254)	£ 558.00	Respondent charged 1/24th share, Lease states 1/31st.	Accounting Fees do not fall under the description of the mansion as per part ii of schedule 8 and are in fact explicitly listed under part i Schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£23.25
		Elizabeth Walk pay £450 per annum as total (based on their 2017 figures)	Elizabeth walk works out at £32.14 per property for Accounting Fees & BPM works out at £24.79 per property. Also, Bodill Gardens (Portland Place) pay £879 per annum.	
		The 2011 accounts were not independently certified until February 2014, see David Harrison invoice (A254) which charges £600 to retrospectively accredit the years 2008 to 2011 inclusive. We question this delay.	The certification work was completed between 2011 & 2012 and accrued for when finalising accounts for 2011. The invoice was issued at a later date.	
		We note the address on Mr Harrison's invoices is the same address as Blue Property.	David Harrison is an independent qualified Chartered Accountant who carried out certification at BPM's offices where all the information was available to him.	
		Blue state in their submitted accounts that £558 was the actual expenditure for 2011 accountancy work (A215) but offer no supporting evidence or invoices to show how the £558 total was calculated at the time.	As detailed on the invoice list (A215) cost for accounts preparation £445 plus accounts certification £600; less credit note £300 (£150 for 2009 & £150 for 2010); less £150 credit to reverse incorrect accrual included in 2010 accounts; less further credit of £37 which is not cpe	
		The only chargeable items listed on page A215 under "Accountancy" are dated between Feb-14 and May-15 and do not total £558, so cannot be the relevant documents. This same section further lists 2 credit notes, which are not included in the bundles and which have no reference number. These credit notes are dated 31/12/2011 so cannot credibly relate to the invoices listed above, as they did not exist at that time.	The costs were accrued for when preparing year end accounts and invoiced at a later date.	
Bank Charges (A255-A260)	£ 79.44	Respondent charged 1/24th share, Lease states 1/31st.	Bank Charges do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	<u>£3.31</u>
Buildings Insurance (A264 - A265)	£ 3,391.41	Respondent charged 1/24th share, Lease states 1/31st.	Buildings Insurance does not fall under the description of the mansion as per part ii of schedule 8 of the lease and is in fact explicitly listed under part i of schedule 8(pages 18-19) therefore the full amount is to be paid	£115
		Insurance is significantly higher than market rates. The figure includes commission. Neighbouring blocks (not managed by Blue) pay around 1/4 this figure. Elizabeth Walk pay £85.71 per flat per annum and block 18 - 24 Oak Close (via their RTM) pay £57 per flat per annum. *comparisons are based on 2017 figures	See Freeholder Letter who arranges Insurance	
		Please see "Insurance" tab for an inflation adjusted per unit comparable figure for buildings insurance.	See Freeholder Letter who arranges Insurance	
		There is no history of any significant or excessive claims on the insurance at Oak Close identified in the Applicant's bundles.	Please see the insurance excess print out	
		We can see no invoice in the bundle from the actual insurance company. Pages A428 and 429 are simply internal invoices from the Freeholder to Blue.	Page 83 is a renewal notice direct from the Insurers? Invoices are put in the bundle to prove costs rather than the insurance certificates.	
Cleaning / Caretaking (A218-A240)	£ 2,160.00	Respondent charged 1/24th share, Lease states 1/31st.	do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£90.00
		This equals £90 per flat per annum. Elizabeth Walk (managed by Castle Estates) pay £42.86 per flat per annum for communal cleaning. *comparison made to 2017 figure	Bodill Gardens (Portland Place) pay £9,839 for cleaning and caretaking services which equates to £234 per annum per flat which is significantly higher than BPM. It is also worth noting BPM is a cleaning and caretaking service not cleaning only, therefore we complete changing of light bulbs if required and other "odd jobs" and not just cleaning like Castle Estates offer in the comparison.	

		Gardening tasks appear on the same invoices as caretaking duties throughout the year.	An incorrect invoice description was used which included gardening tasks in error. Caretaking and gardening on this site was carried out by different people and invoiced separately.	
Landscape Gardening / Grounds Maintenance (A263)	£ 2,160.00	Respondent charged 1/24th share, Lease states 1/31st.	In the annual accounts for all years, landscape gardening was charged equally between 24 leaseholders. As per the terms of the leases, this has now been recalculated and the correct charges for each leaseholder (1/31st) are detailed on the enclosed landscape gardening schedule.	£69.68
		Blue offer different figures for this item in their bundles. Page A4 summary states £2,160 which matches the 2011 income and expenditure account (A 215), but the invoice list supporting this total on A216 states £1980.	The cost was £2160 and was accrued correctly in the year end accounts. Unfortunately it appears that the invoice, which was raised at a later date) was raised for an incorrect amount. This has been rectified in 2018 accounts.	
		Elizabeth Walk's charge for gardening is comparable with this, based on Elizabeth Walk's 2017 figures.	It is NOT comparable as Elizabeth Walk Grounds Maintenance works out at £128.57 per property & BPM works out at £88.25 on a 24 split or £68 on a 31st split, therefore this is almost double on the estate costs.	
		During 2011, Blue make no separate charge for gardening. This invoice is not presented until 1st MAY 2014 (see A 263).	This charge was accrued for in the year end accounts and the actual invoice was raised at a later date.	
Electricity (A267 - A298)	£ 763.05	Respondent charged 1/24th share of all blocks on estate, should be 1/8 share of metered supply to own block	In the annual accounts for all years, all electricity invoices were charged equally between all leaseholders. As per the terms of the leases. This has now been recalculated and the correct charges for each leaseholder in the block 2 - 16 are detailed on the enclosed electricity schedule.	£15.13
		Blue give 2 contradicting figures for the 2011 electricity total. Bundle A page 4 states £677, as does the income and expenditure account 2011 (A214), but the accompanying invoice list on A216 & A217 states £763.05.	This is due to accruals and prepayments. When preparing accounts the first and the last invoice for the year is usually split between the years depending on the period that it covers. The payments listed on the enclosed electricity schedule shows what was the actual cost for this block.	
Fire Risk Assessment (A299)	£ 240.00	Respondent charged 1/24th share, Lease states 1/31st.	Risk Assessments do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£7.74
Health and Safety Risk Assessment (A299)	£ 240.00	Respondent charged 1/24th share, Lease states 1/31st.	Risk Assessments do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£7.74
		Elizabeth Walk pay £135 per annum to include all risk assessment activity, as opposed to the £480 total charged by Blue. *comparison made to 2017 figure	Within the Elizabeth Walk document produced, the Service Cost 01 July 2017 30 June 2018 the Fire Risk Assessment cost £270 for 2 years, however, this doesn't state that it includes the Health & Safety Element of the cost.	
		As demonstrated in submissions of Sep-18, these assessments are done in house by Blue Risk and involve a high degree of repetition year on year. There seems to be a large recurring annual charge with little evidence of any year-on-year change.	Also, budget comparison for Portland Place for Bodill Gardens at Hucknall in Nottingham is £528 for Health & Safety Assessments which is higher than BPM £480 per annum	
Management Fees (A241 - A252)	£5,790.00	Respondent charged 1/24th share, Lease states 1/31st.	Management Fees do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£216
		Above Market rates for local area	We disagree Re. the market rates for the local area	
		We draw the Tribunal's attention to Blue's catalogue of repeated errors, omissions, miscalculations and attempted corrections, throughout their submissions, as an indication of the quality of their management and service, which hardly seems to justify this fee.	The errors, if any, are minor and usually corrected at a later date. There were some mistakes made while preparing the bundle, but considering that this goes back nearly 10 years it's a lot of work in a short space of time and easy to get minor things wrong. Errors were mainly minor accounting errors and not management	
		Blue charge the estate £240 per flat per annum as opposed to £150 per flat per annum at Elizabeth Walk. The respondent also submits that Elizabeth Walk is better maintained than Oak Close	Bodill Gardens (Portland Place) pay £247 per property (including VAT) which is virtually identical to the fees BPM charge (£240 per property)per annum.	

Window Cleaning (A266)	£ 1,408.34	As conceded by Blue Property at the original hearing, 8th August 2018, the Lease makes no provision for Managing Agents to charge for window cleaning of individual flats. The Respondent has repeatedly disputed this charge in her correspondence.	BPM are now only cleaning communal windows and this is what the leaseholders will be charged for.	£55.16
		Castle Estates make no bespoke provision or charge for window cleaning at all for Elizabeth Walk. We assume this is likely due to them complying with the Lease.	BPM are now only cleaning communal windows and this is what the leaseholders will be charged for.	
Repairs and General Maintenance				
LOGIK Services (A261)	£ 624.00	2011 demands charged the respondent 1/24th of this invoice.		
		As the only other Logik Services invoice in the bundles, this invoice is clearly follows the invoice to be found at A385 (both invoiced on same day), which was included in 2012 accounts. Both these Logik Service invoices were allocated to block 1-15 in Blue's bundle C spreadsheet	No comment required	
		In the Applicant's previous submission to Tribunal, dated 18th September 2018, they submitted in evidence a regenerated and reworded copy of this invoice, which misleadingly attempted to allocate this entire cost to the respondent's block.	We went back to the contractor and after a site meeting with Logik we asked them to clarify their invoice, there is nothing misleading about that invoice.	
		Blue claimed that this invoice was to install emergency lighting in the respondent's block, but emergency lighting was not installed until August 2015 - see A59, Blue invoice number 530 and Fire and Safety Risk Assessment reports supplied by Blue property 18th September 2018, which all clearly state emergency lighting is not installed in the respondent's block until the report dated Jan-2016 which is the first to log the installation.	I am unsure why the risk assesment says that, Perhaps it was a error copied over from a previous assesment.	£0: emergency lighting not installed to the R's block
Alpha Surveys Asbestos Survey (A262)	£ 540.00	2011 demands charged the respondent 1/24th of this invoice. Blue's bundle C spreadsheet splits this cost across the whole estate	This survey was for the blocks and not the mansion and repairs are not listed under part ii of Schedule 8 in the lease therefore it is a 1/24th split	1/31st = £17.42
		No copy of the report is included in the bundles or has ever been provided to the respondent	We do not include copies of reports for works within bundles, invoices should be sufficient to state the work was completed	
		If this is a legitimate estate cost, this should have been charged at 1/31st as per the lease	See above	

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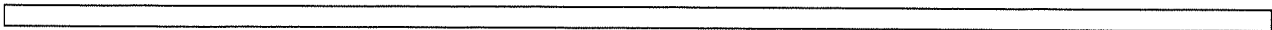
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Disputed Service Charges S/C Year Ended 31/12/2012

Case Reference: BIR/OOCS/LIS/2018/0011

Property: Flat 14 Oak Close, Gospel Oak, Tipton, DY4 0AY

Item / Bundle Page Reference	Cost	Respondent's Comments	Applicant's Comments	Tribunal Decision
Accountants Fee (A340 - A342)	£ 632.00	Respondent charged 1/24th share, Lease states 1/31st.	Accounting Fees do not fall under the description of the mansion as per part ii of schedule 8 and are in fact explicitly listed under part I Schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	££26.33
		Elizabeth Walk pay £450 per annum as total (based on their 2017 figures)	Elizabeth walk works out at £32.14 per property for Accounting Fees & BPM works out at £24.79 per property. Also, Bodill Gardens (Portland Place) pay £879 per annum.	
		The 2012 accounts were not independently certified until February 2014, see David Harrison Invoice (A254) which charges £600 to retrospectively accredit the years 2008 to 2011 inclusive. We question this delay.	2012 accounts were certified in 2013 and the charge was accrued for. The actual invoice was presented to us on 24/07/2015 (A341) which included 2012 & 2014 accounts certification.	
		We note the address on Mr Harrison's invoices is the same address as Blue Property.	David Harrison was an independent qualified Chartered Accountant that worked from BPM's offices but wasn't employed by BPM.	
		Bundle A page 342 is an invoice from David Harrison dated 21/05/2015 for £103.20. It states "to review and sign off accounts for the 5 years ending 31/12/2008 to 31/12/2012". This suggests that each of those year's accounts were not duly authorised at the time. This invoice is also viewed as a double charge, as Mr Harrison should have signed off each of these years when accrediting them, for which he has invoiced separately.	This whole charge was credited in full. Please see enclosed Accounting Analysis.	
		Blue state in their submitted accounts that £632 was the actual expenditure for 2012 accountancy work (A300) but offer no supporting evidence or invoices to show how the £632 total was calculated at the time.	A breakdown is on page A301 and supporting invoices	
		The only chargeable items listed on page A301 under "Accountancy" are dated between May-15 and Jul-15 and do not total £632, so cannot be the relevant documents used to compile the 2012 accounts. This same section further lists an undated credit note, with no reference number, of which no copy is supplied in the bundles. This undated and unsupplied credit, if legitimate, cannot credibly relate to the invoices listed above, as they did not exist at that time the accounts would have been compiled.	Accounting fees were accrued at the time of the year end accounts preparation. Actual invoices were raised at a later date. A credit note was to cancel the balance of additional accountancy work charged by D Harrison.	
Bank Charges (A343-A354)	£ 785.00	Respondent charged 1/24th share, Lease states 1/31st.	Bank Charges do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	££32.71
		Bundle A 301 and 302 listed bank charges as £84.77 only which matches the totals of notifications of charges issued by Barclays included in bundles. There is no explanation from Blue as to why they charge £785.00 in the final expenditure accounts on the same pages.	Should be £85. The difference is due to coding while working on the year end accounts, £700 management fees were coded as bank charges in error.	
Buildings Insurance (A428 - A429)	£ 3,950.57	Respondent charged 1/24th share, Lease states 1/31st.	Buildings Insurance does not fall under the description of the mansion as per part ii of schedule 8 of the lease and is in fact explicitly listed under part I of schedule 8(pages 18-19) therefore the full amount is to be paid	£122.00
		Insurance is significantly higher than market rates. The figure includes commission. Neighbouring blocks (not managed by Blue) pay around 1/4 this figure. Elizabeth Walk pay £85.71 per flat per annum and block 18 - 24 Oak Close (via their RTM) pay £57 per flat per annum. *comparisons are based on 2017 figures	See Freeholder Letter who arranges Insurance	
		Please see "Insurance" tab for an inflation adjusted per unit comparable figure for buildings insurance.	See Freeholder Letter who arranges Insurance	
		There is no history of any significant or excessive claims on the insurance at Oak Close identified in the Applicant's bundles.	Please see the insurance excess print out	
		We can see no invoice in the bundle from the actual insurance company. Pages A428 and 429 are simply internal invoices from the Freeholder to Blue.	Page 83 is a renewal notice direct from the Insurers? Invoices are put in the bundle to prove costs rather than the insurance certificates.	
Cleaning / Caretaking (A305-A327)	£ 2,160.00	Respondent charged 1/24th share, Lease states 1/31st.	do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	££90.00
		This equals £90 per flat per annum. Elizabeth Walk (managed by Castle Estates) pay £42.86 per flat per annum for communal cleaning. *comparison made to 2017 figure	Bodill Gardens (Portland Place) pay £9,839 for cleaning and caretaking services which equates to £234 per annum per flat which is significantly higher than BPM. It is also worth noting BPM is a cleaning and caretaking service not cleaning only, therefore we complete changing of light bulbs if required and other "odd jobs" and not just cleaning like Castle Estates offer in the comparison.	
		Gardening tasks appear on the same invoices as caretaking duties throughout the year.	An incorrect invoice description was used which included gardening tasks in error. Caretaking and gardening on this site was carried out by different people and invoiced separately.	

Landscape Gardening / Grounds Maintenance (A427)	£ 2,160.00	Respondent charged 1/24th share, Lease states 1/31st.	In the annual accounts for all years, landscape gardening was charged equally between 24 leaseholders. As per the terms of the leases, this has now been recalculated and the correct charges for each leaseholder (1/31st) are detailed on the enclosed landscape gardening schedule.	£69.68
		Elizabeth Walk's charge for gardening is comparable with this, based on Elizabeth Walk's 2017 figures.	It is NOT comparable as Elizabeth walk Grounds Maintenance works out at £128.57 per property & BPM works out at £88.25 on a 24 split or £68 on a 31st split, therefore this is almost double on the estate costs.	
		During 2012, Blue make no separate charge for gardening. This invoice is not presented until 1st MAY 2014 (see A 427).	This charge was accrued for in the year end accounts and the actual invoice was raised at a later date.	
Electricity (A444 - A477)	£ 778.00	Respondent charged 1/24th share of all blocks on estate, should be 1/8 share of metered supply to own block	In the annual accounts for all years, all electricity invoices were charged equally between all leaseholders. As per the terms of the leases. This has now been recalculated and the correct charges for each leaseholder in the block 2 - 16 are detailed on the enclosed electricity schedule.	£5.25
Fire Risk Assessment (A430)	£ 240.00	Respondent charged 1/24th share, Lease states 1/31st.	Risk Assessments do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£7.74
Health and Safety Risk Assessment (A430)	£ 240.00	Respondent charged 1/24th share, Lease states 1/31st.	Risk Assessments do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£7.74
		Elizabeth Walk pay £135 per annum to include all risk assessment activity, as opposed to the £480 total charged by Blue. *comparison made to 2017 figure	Within the Elizabeth Walk document produced, the Service Cost 01 July 2017 - 30 June 2018 the Fire Risk Assessment cost £270 for 2 years, however, this doesn't state that it includes the Health & Safety Element of the cost.	
		As demonstrated in submissions of Sep-18, these assessments are done in house by Blue Risk and involve a high degree of repetition year on year. There seems to be a large recurring annual charge with little evidence of any year-on-year change.	Also, budget comparison for Portland Place for Bodill Gardens at Hucknall in Nottingham is £528 for Health & Safety Assessments which is higher than BPM £480 per annum	
Management Fees (A328 - A339)	£ 5,760.00	Respondent charged 1/24th share, Lease states 1/31st.	Management Fees do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£216.00
		Above Market rates for local area	We disagree Re. the market rates for the local area	
		We draw the Tribunal's attention to Blue's catalogue of repeated errors, omissions, miscalculations and attempted corrections throughout their submissions, as an indication of the quality of their management and service, which hardly seems to justify this fee.	The errors, if any, are minor and usually corrected at a later date. There were some mistakes made while preparing the bundle, but considering that this goes back nearly 10 years it's a lot of work in a short space of time and easy to get minor things wrong. Errors were mainly minor accounting errors and not management	
		Blue charge the estate £240 per flat per annum as opposed to £150 per flat per annum at Elizabeth Walk. The respondent also submits that Elizabeth Walk is better maintained than Oak Close	Bodill Gardens (Portland Place) pay £247 per property (including VAT) which is virtually identical to the fees BPM charge (£240 per property) per annum.	
Window Cleaning (A431)	£ 1,005.96	As conceded by Blue Property at the original hearing, 8th August 2018, the Lease makes no provision for Managing Agents to charge for window cleaning of individual flats. The Respondent has repeatedly disputed this charge in her correspondence.	BPM are now only cleaning communal windows and this is what the leaseholders will be charged for.	£39.40
		This figure is higher than Blue themselves charge in subsequent years. Window cleaning is done and invoiced in house by Blue Maintenance.	BPM are now only cleaning communal windows and this is what the leaseholders will be charged for.	
		Castle Estates make no bespoke provision or charge for window cleaning at all for Elizabeth Walk. We assume this is likely due to them complying with the Lease.	BPM are now only cleaning communal windows and this is what the leaseholders will be charged for.	
Repairs and General Maintenance				
call out Matt? Credit 31098 (A355 / A356) - £41 net of credit	£ 41.00	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates this entirely to block 17-23 without any explanation. No flat or block is referenced on Blue's invoice.	Spreadsheet in bundle C clearly states Flat 17 leaking stop cock and that is why it was charged to this block - BPM checked all job sheets at the time of producing the recalculation for the split of repairs for the blocks - respondent not charged anyway as block 2 and not 3	£0
leak from flat above (A357)	£ 123.38	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates cost to block 1-15 without explanation. No flat or block is mentioned on Blue's invoice.	It states on the spreadsheet - 13 oak close reported leak from flat above. BPM checked all job sheets at the time of producing the recalculation for the split of repairs for the blocks - respondent not charged as not block 3	£0
		This amount seems to have been invoiced in house by Blue, without any actual work taking place.	There is a labour charge on there for attending and making safe a leak as per the spreadsheet description?	
adjust door (A358 / A359) - £198.01 net of credit	£ 198.01	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet says "all blocks" and splits this equally between them. The spreadsheet adds, however, that 10 doors (of the 12 present at Oak Close) were attended to, therefore this split cannot be correct, based on Blue's own information.	All the doors were adjusted and it was split equally between all blocks.	Insufficiently specific: £0
light fitted (A360)	£ 58.74	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates this entirely to block 1-15 which matches the information on Blue's invoice.	This is correct therefore block 1-15 were charged for this work when recalculated and credit/debits were issued when all the repairs were split correctly between blocks - respondent not charged?	£0

		This activity (a routine bulb change) is included and invoiced for already by Blue in caretaking duties	Caretakers do change bulbs if required when cleaning, however, if a responsive repair is reported and a light is out then this is additional work and charged for	
internal repairs - no water in flat (A361)	£ 82.25	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates this to block 17-23. There is no flat or block identified on the original invoice. This is credited to the whole estate in 2015 (B398)	Job sheet checked at the time of creating the bundle C spreadsheet - It clearly states on the spreadsheet Flat 17. Also factually incorrect as at the bottom of the spreadsheet you can see it was credited to block 2 as well? - respondent not charged as not block 3	£0
internal repairs - fit water mains key (A362 / A363)	£ 216.00	Blue's 2012 demands charged respondent 1/24th. Original invoice does not identify a block or flat number. Blue's bundle C spreadsheet states the work was for flat 17 but then allocates the cost entirely to block 1-15, which clearly cannot be correct.	Respondent not charged anyway as not allocated to block 3 to be charged	£0
		Despite appearing to have reallocated this charge to another block (albeit an incorrect block) Blue still charge the respondent a share of this work by reversing the credit given against it and charging a proportion of it to her block. - see bundle C page 41 and 42 summary and invoices for reversal of credit (C173, duplicated C176, C182, C186)	This is again incorrect. The credit note number that the defendant is referring to on these pages is 39175 (listed in the 2017 invoice list), however, for this repair the credit note number is 31100	
measure up communal area for carpet tiles (A364)	£ 84.00	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet splits this cost equally across all blocks.	See below.	1/8th of 1/3 = £3.50
		A364 above and A365 below appear to be a double charge for the very same job.	See below.	
price up costs for lobby carpet tiles (A365)	£ 84.00	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet splits this cost equally across all blocks.	BPM concede this is a duplicate in error and concede this invoice	£0
re-lay slabs (A366)	£ 231.36	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates this cost to the whole estate.	This was on the estate pathway therefore allocated to the estate. This does fall under part ii of schedule 8 and therefore should be 1/31st.	1/31 = £7.46
		There is insufficient information on the Blue Maintenance invoice to quantify whether the £175 labour charged in house by Blue is reasonable.	The job description is detailed enough for the charge - it states there were dangerous trip hazard slabs and they were removed and relayed	
		If this is a legitimate estate cost, this should have been charged at 1/31st as per the lease	See above - agreed	
remove manhole covers and re-lay (A367 / A368) - £187.50 net of credit	£ 187.50	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates this cost to the whole estate.	This was on the estate pathway therefore allocated to the estate. This does fall under part ii of schedule 8 and therefore should be 1/31st.	1/31 = £6.05
		If this is a legitimate estate cost this should have been charged at 1/31st as per the lease	See above - agreed	
		There is insufficient information on the Blue Maintenance invoice to quantify whether the £130 labour charged in house by Blue is reasonable.	What more information do you need? The job description states it all - remove manhole covers, remove cement and old mortar, lay new mortar launch edges so no trip hazard	
remove rubbish (A369)	£ 144.00	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates this cost to the whole estate.	Removing rubbish is not on part 2 of schedule 8 and therefore it is fair to charge 1/24th as per repairs on part 1 of schedule 8.	1/31 = £4.65
		If this is a legitimate estate cost, this should have been charged at 1/31st as per the lease	See above	
		There is insufficient information on the Blue Maintenance invoice to quantify whether the £90 labour charged in house by Blue is reasonable, or whether this rubbish removal should be included within caretaking charges, already invoiced by Blue.	This charge is fair and justified and would include travel, labour and going to the waste disposal site to tip.	
internal repair - trace water into flat (A370)	£ 82.25	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates this to flat 17 (block 17-23). There is no flat or block identified on Blue's invoice but clearly the respondent should not be charged.	The respondent hasn't been charge this is on block 2 and not block 3.	£0
site survey (A371)	£ 41.13	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates this cost to the whole estate.	This was to survey the roof on the site by a maintenance engineer	No evidence = £0
		If this is a legitimate estate cost, this should have been charged at 1/31st as per the lease	If this was a roof survey then this is charged correctly to all blocks and is not an estate repair	
		The Blue Maintenance invoice simply says "site survey". In the absence of any other information, the legitimacy of this charge is disputed.	Unfortunately at the time we didn't record the details of the survey however it did take place and the charge is legitimate	
tested fitting replaced lamp (A372 / A373) - £16.75 net of credit.	£ 16.75	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates this cost to the respondent's block only, which matches the flat numbers referenced on Blue's original invoice for £58.76.	Correct - the lamp was replaced in block 3 and the the respondent has only been billed for this	1/8 = £2.09
		This labour (for changing a light bulb) is already invoiced under general caretaking, which includes ensuring all lights are working correctly.	Labour is not allocated to caretaking if it is a responsive repair - only if caretakers notice when completing their visits	
		A credit is made 4 years later without explanation.	This was due to re-calculating all repairs against each block as the defendant knows	
tested fitting replaced lamp (A374)	£ 58.76	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates this cost to the respondent's block only, which matches the flat numbers referenced on Blue's original invoice.	Correct - the respondent knows the bundle C spreadsheet was an analysis and re-invoicing of repairs that were split to the correct blocks	1/8 = £7.35
		This labour (for changing a light bulb) is already invoiced under general caretaking, which includes ensuring all lights are working correctly.	Labour is not allocated to caretaking if it is a responsive repair - only if caretakers notice when completing their visits	
check condition of grounds (A375)	£ 84.00	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates this cost to the whole estate.	Correct - it was an assessment of the whole estate	£0

		If this is a legitimate estate cost, this should have been charged at 1/31st as per the lease	This was on the estate inspection and therefore allocated to the estate. This does fall under part II of schedule 8 and therefore should be 1/31st.	
		This invoice is charged in house by Blue Maintenance. It simply states "check condition of grounds". Surely, this is already included in caretaking and/or grounds keeping which are charged separately.	BPM concede this invoice as we agree this could have been charged within the H & S risk assessment or caretaking	
tested fitting - loose connection - replaced light (A376 / A377) 17.99 net of credit	£ 17.99	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates this to block 18-24. There is no flat or block identified on Blue's invoice.	Respondent not charged anyway as not allocated to block 3 to be charged	£0
		Blue originally charged labour on this routine light bulb change, which is already charged for under caretaking. This is credited back 4 years later in 2016	It is credited when the repairs analysis was carried out and it was a responsive repair and not caretaking	
		Blue are marking up the material cost (one light bulb) at more than triple the price they are available to the public.	There is no material cost on this invoice so how can a wild assumption like this be made?	
get ladders round property - temp fix roof leak (A378)	£ 126.00	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates this to block 1-15 with no qualification. There is no flat or block identified on Blue's invoice.	The qualification was from the job sheet and it wasn't charged to the respondents block 3 so is not relevant for these proceedings?	£0
waited on site for tenant - left note to contact office (A379)	£ 84.00	Blue's 2012 demands charged respondent 1/24th. There is no flat or block identified on Blue's invoice. The bundle C spreadsheet allocates this to flat 10 which is within the respondent's block. The Leaseholder of flat 10 has no knowledge of this event and the respondent does not feel this can be reasonably charged to her.	If a resident reports a problem and we send out a contractor to site only to find that the resident isn't at the property then we will still have to pay the contractor for his attendance	Poorly particularised so disallowed = £0
		No work was done by Blue here, yet a charge is made. In the absence of any explanation whatsoever as to what this charge is actually for, it is disputed.	If a resident reports a problem and we send out a contractor to site only to find that the resident isn't at the property then we will still have to pay the contractor for his attendance	
replaced lamp in communal area (A380 / A381) - £17.99	£ 17.99	Blue's 2012 demands charged respondent 1/24th (of £59.99). Blue's bundle C spreadsheet allocates this cost to 18-24 without qualification. No block or flat is identified on Blue's invoice. The respondent should not be charged.	The qualification was the checking of the job sheet from the operative at the time of the individual block analysis - the respondent should be charge as work completed	Poorly particularised so disallowed = £0
		Blue originally charged labour on this routine light bulb change, which is already charged for under caretaking. This is credited back 4 years later in 2016.	Responsive repair so not completed as part of caretaking duties	
		Blue are marking up the material cost (one light bulb) at more than triple the price they are available to the public.	Again, there is not material cost on the invoice so therefore it is just an assumption being made again?	
call out OOH light not working (A382)	£ 369.83	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates this cost to block 1-15 which matches the information on the spreadsheet	This is block 1 and not block 3 therefore is not part of these proceedings	£0
		£369.83 for a routine light bulb is considered to be extortionate. This is charged in house by Blue Maintenance.	This is block 1 and not block 3 therefore is not part of these proceedings	
replaced lamp and starter switch (A383 / A384) - £22.19 net of credit	£ 22.19	Blue's 2012 demands charged respondent 1/24th (of £64.19). Blue's bundle C spreadsheet allocates this cost to block 17-23 which matches the original invoice.	This is block 2 and not block 3 therefore is not part of these proceedings	£0
		Blue are marking up the material costs.	This is block 2 and not block 3 therefore is not part of these proceedings	
Electrical call out - Logik Services (A385)	£ 54.00	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates this entirely to block 1-15.	This is block 1 and not block 3 therefore is not part of these proceedings	£0
Water jetting by Metro Rod (A386 & A387)	£ 456.00	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates this cost to the whole estate.	This is an estate repair - agreed that it should be charged to the estate as 1/31st	1/31 = £14.71
		If this is a legitimate estate cost, this should have been charged at 1/31st as per the lease	See above	
Roof repairs by T Robinson (A388)	£ 300.00	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates this entirely to block 18-24, however the subcontractor's invoice states this was at flat 11, which is not in block 18-24, neither is it in the respondent's block.	None of these blocks are block 3 which is part of these proceedings, therefore not part of these proceedings and the respondent has not been charged	£0
Electrical works by Ward Electrical (A389)	£ 415.80	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates one quarter of this cost to the respondent's block, one quarter to block 18-24 and one half to block 1-15. Blue have not directed the subcontractor to break their invoice down by block (presumably because the estate was not being managed correctly as per the Lease). Therefore insufficient is now available to determine what the correct proportion would have been.	Due to the time laps the subcontractor cannot locate these records	No evidence = £0
door on block 1-7, 10-16, 18-24 (A390)	£ 66.00	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates one third each to respondent's block, block 1-15, and 18-24 which matches the information on the invoice.	Correct this was 1 repair in each of the 3 blocks and the cost was split equally.	1/8th of 1/3 = £2.75
quote for cosumer unit upgrades (A391)	£ 168.00	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet splits this cost equally across the estate, while themselves questioning "should this be charged?"	The Admin team put the comment in to check with the Area Property Manager. The answer is yes it should be charged.	Disallowed = £0
		If this is a legitimate estate cost, this should have been charged at 1/31st as per the lease	It is an internal repair but for all 3 blocks as it is for internal consumer units and therefore not part of the estate	
		Obtaining quotes for works is surely a routine component of management and not worthy of an additional charge.	No further comments to the above	

remove steel tubes/concrete over (A392 / A393) - £84.00 NET OF CREDIT	£ 84.00	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet splits this cost equally across the estate.	This is an estate repair - agreed that it should be charged to the estate as 1/31st	1/31 = £2.71
		If this is a legitimate estate cost, this should have been charged at 1/31st as per the lease	See above	
two stop cock covers altered (A394 / A395) - £102 net of credit	£ 102.00	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet splits this cost equally across the estate.	This is an estate repair - agreed that it should be charged to the estate as 1/31st	1/31 = £3.29
		If this is a legitimate estate cost, this should have been charged at 1/31st as per the lease	See above	
inspect all gutters on site (A396 / A397) £198 net of credit	£ 198.00	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet splits this cost equally across the estate.	This is repairs on all blocks and not pathway or estate so has been charged correctly.	1/8th of 1/3 = £8.25
		From their invoice works description, Blue appear to have worked predominantly on one block here (fixing a leaking gutter), but do not specify which	It doesn't say predominately one, it states "one leaking and several blocked"	
5 x manhole covers relaunched (A398)	£ 324.00	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet splits this cost equally across the estate.	See below.	1/31 = £10.45
		If this is a legitimate estate cost, this should have been charged at 1/31st as per the lease	This is an estate repair - agreed that it should be charged to the estate as 1/31st	
		This appears to overlap with or duplicate A394/395 (done the following month) from the works description.	This is a separate repair, the description clearly states stop cock covers x 2 on one job and manhole covers x 5 on the other	
Emergency? Light work in communal areas (A399 / A400) - £255.62 net of credit	£ 255.62	Blue's 2012 demands charged respondent 1/24th (of £285.82). Blue's bundle C spreadsheet allocates this to block 1-15 which matches the invoice	This was charged to block 1 and not block 3 and is therefore not part of these proceedings	£0
		£255.62 for changing 2 light bulbs is extortionate. The invoice is unclear as to how the total amount is calculated. Job invoiced in house by Blue.	This was charged to block 1 and not block 3 and is therefore not part of these proceedings	
OOH call out - from 2 blocks? (A401)	£ 216.00	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates this to block 1-15 which matches the invoice.	This was charged to block 1 and not block 3 and is therefore not part of these proceedings	£0
		The invoice says Western Power rectified the problem. Blue have charged £216 for merely attending and there is no breakdown or justification of this cost.	This was charged to block 1 and not block 3 and is therefore not part of these proceedings	
communal light tested and replaced fitting and lamp (A402 / A403) - £195.83 net of credit	£ 195.83	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates this to respondent's block which matches the invoice	Correct - this was the respondents block	Cost on high side. Allow £20 for R's share
		£195.83 is considered highly excessive, particularly given this job names the caretaker, who is already paid separately to ensure all communal lights are working.	The majority of this cost (£153) was for materials as the light fitting and the lamp were both replaced.	
silicon sealed outside door reveals & removed paint spots from carpet tiles. Also painted all rendered areas of block front and back (A404)	£ 400.80	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates this to respondent's block which matches the invoice	Correct this was charge to block 3 only when the repairs adjustment was completed	Allowed as sought. R's share 1/8 = £50.10
		Labour seems excessive given the painted areas referred to on the invoice are relatively small. The invoice does not quantify hours worked or hourly rate charged. This job was done in house by Blue Maintenance.	The rendered area is a large area at both the front and rear of the property and takes time to prepare and paint correctly especially when taking into account the health and safety aspect of the work	
communal refurb and some painting (A405 / A406) - £210 net of credit	£ 210.00	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates this entirely to respondent's block without qualification. The Blue Maintenance invoice does not identify a flat or block.	The qualification was checking the job sheet and confirming it was the respondents block. This has been invoiced correctly.	Allowed as sought. R's share 1/8 = £26.25
various roof tiles replaced (A407 / A408) - £346.80 net of credit	£ 346.80	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates this to respondent's block, despite identifying it as block 17-23.	It is clearly block 3 as it says it on the invoice and was charged correctly. The block on the column within the spreadsheet was a typing error.	£0
communal frontage refurb (A409 / A410) - £1122.31 net of credit	£ 1,122.31	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates this invoice entirely to the respondent's block without qualification. The Blue Maintenance invoice does not identify a flat or block.	It is important to remember when completing the repairs analysis to split between all blocks EVERY SINGLE job sheet was recovered to complete this task, therefore IT IS with qualification that it is allocated to the respondents block.	Allowed as sought. R's share 1/8 = £140.29
ceilings in blocks repainted 1-7, 9-15, 18-24 (A411 / A412) - £648.00 net of credit	£ 648.00	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet splits this cost equally across all blocks.	The works have been carried out as per the invoice	Allowed as sought. R's share 1/8 = £18.57
		The Blue Maintenance invoice lists 2 separate days of work. Some blocks are listed in each day, while some are not. An equal split between all blocks does NOT match this works description. It appears that Blue have split this equally across all blocks as they are unable to determine how it should have been divided.	The works have been carried out as per the Invoice	
painting communal areas? (A413 / A414) - £1531.80	£ 1,531.80	Blue's 2012 demands charged respondent 1/24th (of £1795.80). Blue's bundle C spreadsheet allocates this cost to block 18-24 which matches the invoice.	This is a repair for Block 2 and not Block 3, therefore it is not part of these proceedings	£0
OOH call out replaced 3 lamps in 37 Areas just 2 areas listed (A415)	£ 269.96	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates this cost to block 1-15 which matches the invoice. The invoice however states "three communal areas" which would mean this must have been for more than 1 block.	This is a repair for Block 1 and not Block 3, therefore it is not part of these proceedings	£0
		£269.96 for light bulb changing is considered extortionate. This job is invoiced in house by Blue Maintenance.	This is a repair for Block 1 and not Block 3, therefore it is not part of these proceedings	

damaged roof (A416 - A417) - E90 net of credit	E 90.00	Blue's 2012 demands charged respondent 1/24th (of £150.00). Blue's bundle C spreadsheet allocates this cost to block 17-23 without qualification. There is no flat or block referenced on the invoice.	This is a repair for Block 2 and not Block 3, therefore it is not part of these proceedings	E0
telephone call out - lights not working in communal area (A418)	E 216.00	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet splits this equally between all blocks. The invoice does not identify a flat or block number.	This is for the block 2-16 and was incorrectly charged to all the blocks.	Allow £144 (2 hours work plus VAT). R's share 1/8 of 1/3 = E6
		"Lights not working in communal area" cannot possibly be all blocks. Even in their bundle C spreadsheet, which they claim rectifies all previous mischarges, this split across all blocks is maintained by Blue.	The call was made by flat 8 at 17:36 09/11/2012 (Friday)	
		E216.00 for simply receiving a call out, for which no action is documented, is considered extortionate, regardless of which block was involved.	In the first instance the person on call had to spend some time on the phone to residents and the local energy supplier to try and ascertain if the issue was a supply problem or an issue with their lighting circuit. Once established that there is no problem with the supply, the person on call had to call a local electrician to attend, which meant phoning around various contractors to find one that can go that evening and then liaising with them whilst they were on site, this meant that we spent over two hours dealing with this call out.	
change 1 x fitting & lamp in communal area (A419 / A420) - E195.83 net of credit	E 195.83	Blue's 2012 demands charged respondent 1/24th (of £225.83). Blue's bundle C spreadsheet allocates this to block 1-15 without qualification. The invoice identifies no block or flat number.	This is a repair for Block 1 and not Block 3, therefore it is not part of these proceedings	E0
		E225.83 is extortionate to change one bulb. Job invoiced in house by Blue Maintenance.	This is a repair for Block 1 and not Block 3, therefore it is not part of these proceedings	
OOH call out to communal light (A421)	E 233.99	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates this to respondent's block 1-15 which matches the invoice.	Incorrect - this is allocated to block 2-8 which is part of the respondents block.	Allow £144 (2 hours work plus VAT). R's share 1/8 of 1/3 = E6
		E233.99 for changing a light bulb is considered extortionate. Job invoiced in house by Blue Maintenance.	It is an out of hours responsive repairs call out made by a tenant. We have a duty to attend out of hours once reported for Health & Safety reasons for the safety of residents	
repairs to communal lights (A422)	E 77.34	Blue's 2012 demands charged respondent 1/24th. Blue's bundle C spreadsheet allocates this two thirds to block 1-15 and one third to block 17-23. The invoice does refer to these 2 blocks, but does not contain sufficient detail to ascertain an accurate split of cost.	This is for blocks 1 and 2 and not the respondents block 3, therefore not part of these proceedings has not been charged.	E0
roof repairs carpet tiles, framework (A423 / A424) - 1466.34 net of credit	E 1,466.34	Blue's 2012 demands charged respondent 1/24th (of £1856.34). Blue's bundle C spreadsheet allocates this 50% each to blocks 17-23 and 18-24. The invoice does mention the respondent's block, amongst other blocks, but in their appeal submission Blue state that there is insufficient information in their records to determine how this cost should be allocated, therefore they placed this cost against other blocks.	This has not been charged to the respondents block as per some of the invoice states, therefore is not part of the proceedings, unless the respondent wants to pay a share that they were not invoiced for?	E0
various decoration (A425 / A426) - E5459.23 net of credit	E 5,459.23	Blue's 2012 demands charged respondent 1/24th (of £677.67). Blue's bundle C spreadsheet allocates an adjusted figure of £5459.24 equally between all blocks. Some, but not all blocks are identified on the Blue Maintenance Invoice, therefore this split is incorrect based on Blue's own information.	On the detailed analysis in bundle 3 there are parts of all blocks mentioned and the work is almost equal between the blocks therefore we feel the equal split is fair.	1/24 = E227.47
		The invoice, particularly for such a large sum, is too vague to quantify whether these works are reasonably costed - e.g the component part "internal and external block decoration" £1255.40	The works have been carried out as per the invoice	
		This work should have been subject to formal notice and consultation, as Blue's figures state costs over E250 per leaseholder for this work. For example a £1255.40 decoration charge is listed for a block of 4 flats at Oak Close.	This is incorrect as 24 flats x E250 (Section 20 threshold) = E6,000 but the total for this invoice was under this amount.	
TOTAL REPAIRS AND MAINTENANCE COST - 2012		Invoice list A302/A303 states a total of £17,586.61 but this list includes invoice 6936 (A175) which is from 2010. Invoice A175 is an internal repair from another block (1-15) and has already been charged in 2010. This duplicate charge for A175 has not been adjusted and remains charged to the respondent by Blue.	Invoice 6936 (A175) was included in the repairs list for 2010 in error, it was accounted for in current year (2012). However this cost relates to block 1-15, it was not charged to the respondent and therefore is not part to this proceedings	

Disputed Service Charges S/C Year Ended 31/12/2013

Case Reference: BIR/OOCS/LIS/2018/0011

Property: Flat 14 Oak Close, Gospel Oak, Tipton, DY4 0AY

Item / Bundle Page Reference	Cost	Respondent's Comments	Applicant's Comments	Tribunal Decision
Accountants Fee (B2 + invoices B6 - B7)	£ 360.60	Respondent charged 1/24th share, Lease states 1/31st.	Accounting Fees do not fall under the description of the mansion as per part ii of schedule 8 and are in fact explicitly listed under part i Schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£15.01
		Elizabeth Walk pay £450 per annum as total (based on their 2017 figures). This particular year has a comparable charge to Elizabeth Walk, allowing for inflation.	Elizabeth walk works out at £32.14 per property for Accounting Fees & BPM works out at £24.79 per property. Also, Bodill Gardens (Portland Place) pay £879 per annum.	
		The 2013 accounts were not independently certified until July 2015 (see David Harrison invoice B7). We question this delay. We also note that this invoice fails to correctly calculate Mr Harrison's charge for this work, confusing the cost before and after VAT. We take it that the intended charge was actually £125+VAT to equal £150 total.	The certification was carried out in 2014 and the cost was accrued for in the year end account. The actual invoice was not sent until July 2015. Yes, you take it correctly.	
		We note the address on Mr Harrison's invoices is the same address as Blue Property.	David Harrison was an independent qualified Chartered Accountant that worked from BPM's offices but wasn't employed by BPM.	
		Blue state in their submitted accounts that £360.60 was the actual expenditure for 2013 accountancy work (B2) but offer no supporting evidence or invoices to show how this total was calculated at the time.	As per invoice list (B2) this includes accounting charge of £445, Certification Charge of £150 less a write off of £235 relating to years prior to 2009	
		The only chargeable Items listed on page B2 under "Accountancy" are dated Jul-15 and do not total £360.60, so cannot be the relevant documents used to compile the 2013 accounts. This same section further lists a written off sum identified as "accountancy previous agent -£235.00" which has no reference number and is undated. There is a further adjustment made in accrual of just £0.60 which is seemingly entered to make the July 2015 invoices total (minus the missing credit document) equal the £360.60 figure which was given in the 2013 accounts.	The write off relates to a creditors balance brought forward from the previous managing agent. It does not require a credit note as we never had an invoice for it.	
Bank Charges (B8-B19)	£ 101.05	Respondent charged 1/24th share, Lease states 1/31st.	Bank Charges do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£4.21
Buildings Insurance (B20 - B23)	£ 4,793.42	Respondent charged 1/24th share, Lease states 1/31st.	Buildings Insurance does not fall under the description of the mansion as per part ii of schedule 8 of the lease and is in fact explicitly listed under part i of schedule 8(pages 18-19) therefore the full amount is to be paid	£130.00
		Insurance is significantly higher than market rates. The figure includes commission. Neighbouring blocks (not managed by Blue) pay around 1/4 this figure. Elizabeth Walk pay £85.71 per flat per annum and block 18 - 24 Oak Close (via their RTM) pay £57 per flat per annum. *comparisons are based on 2017 figures	See Freeholder Letter who arranges Insurance	
		Please see "Insurance" tab for an inflation adjusted per unit comparable figure for buildings insurance.	See Freeholder Letter who arranges Insurance	
		There is no history of any significant or excessive claims on the insurance at Oak Close identified in the Applicant's bundles.	Please see the insurance excess print out	
Insurance Reinstatement Valuation (B146)	£ 1,440.00	Respondent charged 1/24th share, Lease states 1/31st.	Insurance Reinstatement Valuation does not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£60.00
Cleaning / Caretaking (B24 - B44)	£ 2,496.00	Respondent charged 1/24th share, Lease states 1/31st.	do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£104
		This equals £104 per flat per annum. Elizabeth Walk (managed by Castle Estates) pay £42.86 per flat per annum for communal cleaning. *comparison made to 2017 figure	Bodill Gardens (Portland Place) pay £9,839 for cleaning and caretaking services which equates to £234 per annum per flat which is significantly higher than BPM. It is also worth noting BPM is a cleaning and caretaking service not cleaning only, therefore we complete changing of light bulbs if required and other "odd jobs" and not just cleaning like Castle Estates offer in the comparison.	
		Gardening tasks appear on the same invoices as caretaking duties throughout the year.	An incorrect invoice description was used which included gardening tasks in error. Caretaking and gardening on this site was carried out by different people and invoiced separately.	

Landscape Gardening / Grounds Maintenance (B105)	£ 2,496.00	Respondent charged 1/24th share, Lease states 1/31st.	In the annual accounts for all years, landscape gardening was charged equally between 24 leaseholders. As per the terms of the leases, this has now been recalculated and the correct charges for each leaseholder (1/31st) are detailed on the enclosed landscape gardening schedule.	£80.52
		Elizabeth Walk's charge for gardening is comparable with this, based on Elizabeth Walk's 2017 figures.	It is NOT comparable as Elizabeth walk Grounds Maintenance works out at £128.57 per property & BPM works out at £88.25 on a 24 split or £68 on a 31st split, therefore this is almost double on the estate costs.	
		During 2013, Blue make no separate charge for gardening. This invoice is not presented until 1st MAY 2014 (see B105).	This charge was accrued for in the year end accounts and the actual invoice was raised at a later date.	
Electricity (B45 - B103)	£ 549.28	Respondent charged 1/24th share of all blocks on estate, should be 1/8 share of metered supply to own block	In the annual accounts for all years, all electricity invoices were charged equally between all leaseholders. As per the terms of the leases. This has now been recalculated and the correct charges for each leaseholder in the block 2 - 16 are detailed on the enclosed electricity schedule.	£14.25
		Blue give 2 slightly different figures for the 2013 electricity total. Bundle A page 5 states £541, as does the income and expenditure account 2013 (B1), but the accompanying invoice list on B3 states 549.28.	This is due to accruals and prepayments. When preparing accounts the first and the last invoice for the year is usually split between the years depending on the period that it covers. The payments listed on the enclosed electricity schedule shows what was the actual cost for this block.	
Fire Risk Assessment (B104)	£ 240.00	Respondent charged 1/24th share, Lease states 1/31st.	Risk Assessments do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£7.74
Health and Safety Risk Assessment (B104)	£ 240.00	Respondent charged 1/24th share, Lease states 1/31st.	Risk Assessments do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£7.74
		Elizabeth Walk pay £135 per annum to include all risk assessment activity, as opposed to the £480 total charged by Blue. *comparison made to 2017 figure	Within the Elizabeth Walk document produced, the Service Cost 01 July 2017 30 June 2018 the Fire Risk Assessment cost £270 for 2 years, however, this doesn't state that it includes the Health & Safety Element of the cost.	
		As demonstrated in submissions of Sep-18, these assessments are done in house by Blue Risk and involve a high degree of repetition year on year. There seems to be a large recurring annual charge with little evidence of any year-on-year change.	Also, budget comparison for Portland Place for Bodill Gardens at Hucknall in Nottingham is £528 for Health & Safety Assessments which is higher than BPM £480 per annum	
Management Fees (B106 - B117)	£5,760.00	Respondent charged 1/24th share, Lease states 1/31st.	Management Fees do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£222.00
		Above Market rates for local area	We disagree Re. the market rates for the local area	
		We draw the Tribunal's attention to Blue's catalogue of repeated errors, omissions, miscalculations and attempted corrections, throughout their submissions, as an indication of the quality of their management and service, which hardly seems to justify this fee.	The errors, if any, are minor and usually corrected at a later date. There were some mistakes made while preparing the bundle, but considering that this goes back nearly 10 years it's a lot of work in a short space of time and easy to get minor things wrong. Errors were mainly minor accounting errors and not management	
		Blue charge the estate £240 per flat per annum as opposed to £150 per flat per annum at Elizabeth Walk. The respondent also submits that Elizabeth Walk is better maintained than Oak Close	Bodill Gardens (Portland Place) pay £247 per property (including VAT) which is virtually identical to the fees BPM charge (£240 per property)per annum.	
Window Cleaning (B144)	£ 1,296.00	As conceded by Blue Property at the original hearing, 8th August 2018, the Lease makes no provision for Managing Agents to charge for window cleaning of individual flats. The Respondent has repeatedly disputed this charge in her correspondence.	BPM are now only cleaning communal windows and this is what the leaseholders will be charged for.	£47.28
		This figure is higher than Blue themselves charge in subsequent years. Window cleaning is done and invoiced in house by Blue Maintenance.	BPM are now only cleaning communal windows and this is what the leaseholders will be charged for.	
		Castle Estates make no bespoke provision or charge for window cleaning at all for Elizabeth Walk. We assume this is likely due to them complying with the Lease.	BPM are now only cleaning communal windows and this is what the leaseholders will be charged for.	
Repairs and General Maintenance				

All Meter cupboards refurbished / replaced (B118)	£ 987.08	respondent originally charged 1/24th. Blue's bundle C spreadsheet splits this cost equally between all blocks. Blue's redistribution of cost assumes the work required in each block was identical, which is highly unlikely, however there appears to be no way of knowing the actual split now, as Blue were managing the estate based on charging every leaseholder 1/24th of all costs in violation of the lease	This clearly isn't the estate and therefore NOT in violation of the lease. It is an internal block repair and is not listed under part ii of schedule 8 of the lease.	R's share = £40
		This job was invoiced in house by Blue Maintenance. A labour charge of £175 per day for 4 days is made. This rate is more than ample to employ a skilled carpenter, who we submit should not take 4 days to complete this job (a refurb of 6 medium sized cupboards of basic structure)	The time period includes measuring up and procuring materials as well as painting the area and allowing for drying time.	
communal light out (B119) - Blue job No. 000975	£ 144.00	Respondent originally charged 1/24th. Blue's bundle C spreadsheet now charges this solely to the respondent's block (flat 8).	It was outside flat 8 so correctly invoiced when the detailed analysis of repairs happened and all blocks were split correctly.	R's share = £18
		Invoice does not describe any work actually being carried out, it just cites a £120 +VAT charge for attending. This charge seems to have been made solely for receiving a telephone call.	This covers all the associated costs of running a 24hr emergency service and is in line with industry standards	
		Ensuring communal lighting works is already charged as part of the caretaking activities	Not when we receive a call out of hours we have a duty to make safe as a responsive repair for the residents safety.	
		*Please see job directly below, which charges further for this same item		
OOH call out to communal light - replaced lamp & reset timer (B120) - ALSO Blue job no. 000975	£ 233.99	As per line above, respondent originally charged 1/24th. Blue's bundle C spreadsheet now charges this solely to the respondent's block (flat 8).	It was outside flat 8 so correctly invoiced when the detailed analysis of repairs happened and all blocks were split correctly.	Allow £144 (2 hours work plus VAT). R's share 1/8 = £29.24
		Having already charged £144 for taking a phone call, Blue Maintenance now charge £233.99 in house for changing one bulb and resetting a timer. In total Blue have themselves charged the respondent's block £377.99 to replace this single light bulb.	This covers all the associated costs of running a 24hr emergency service and is in line with industry standards	
snow cleared - applied salt (B121)	£ 67.20	Respondent originally charged 1/24th. Blue's bundle C spreadsheet holds this cost.	Correct - it was split between all 3 blocks	1/31 = £2.17
		If this is a legitimate estate cost, this should have been charged at 1/31st as per the lease	This is correct and should have been applied to the estate cost as 1/31st	
internal leak reported at flat 23(B122) - job no. 001158	£ 96.00	Blue's 2013 demand charged the respondent a 1/24th share of this maintenance cost. Blue's bundle C spreadsheet allocates this cost to block 17 23.	Allocated to block 2 and therefore not charged to block 3 and is not part of these proceedings	£0
		Blue Maintenance have invoiced £96.00 for simply receiving this phone call. No work is done for this, as further charges noted on the line below.	Allocated to block 2 and therefore not charged to block 3 and is not part of these proceedings	
		Furthermore, this references an issue internal to a private flat, and should not be charged to the estate, or any block.	Allocated to block 2 and therefore not charged to block 3 and is not part of these proceedings	
internal washing machine leak at flat 23 - (B123) - ALSO job no. 001158	£ 216.00	Blue's 2013 demand charged the respondent a 1/24th share of this maintenance cost. Blue's bundle C spreadsheet allocates this cost to block 17 23	Allocated to block 2 and therefore not charged to block 3 and is not part of these proceedings	£0
		A further £216.00 is invoiced in house by Blue Maintenance, but still no actual work is carried out by them, as this invoice states that the landlord is dealing with this problem	Allocated to block 2 and therefore not charged to block 3 and is not part of these proceedings	
		Again, this references an issue internal to a private flat, and should not be charged to the estate, or any block.	Allocated to block 2 and therefore not charged to block 3 and is not part of these proceedings	
snow cleared - applied salt (B124)	£ 84.00	Blue's 2013 demand charged the respondent 1/24th. Blue's bundle C spreadsheet holds this cost.	Correct - it was split between all 3 blocks	1/31 = £2.71
		If this is a legitimate estate cost, this should have been charged at 1/31st as per the lease	This is correct and should have been applied to the estate cost as 1/31st	
supplied & fit 6 x action and fire exit signs (B125)	£ 235.80	Blue's 2013 demand charged the respondent 1/24th. Blue's bundle C spreadsheet holds this cost.	This charge is correct as a repair on all 3 blocks and not the estate as per part ii of Schedule 8.	The Tribunal allows £7.50 as R's share
		Blue Maintenance have invoiced this job in house. Comparing their invoice figures to a simple Google search suggests they have marked up materials by more than double.	I do not set the markup or charges, the work was carried out as per the invoice	
		The invoice names the caretaker as the operative. We question why a quick and simple job like this would not just be done within his charged days, when already on site (or was it?)	Repairs like this are not part of his caretaking duties, they are outside of his caretaking duties which he has a strict rota on every day/week.	
replaced lamp in communal area (B126)	£ 17.99	Blue's 2013 demand charged the respondent 1/24th. Blue's bundle C spreadsheet places this cost at block 18-24 but no block is referenced on the original invoice.	Allocated to block 2 and therefore not charged to block 3 and is not part of these proceedings	£0

		Blue have marked up the cost of this lamp at over triple the cost that they are readily available.	Allocated to block 2 and therefore not charged to block 3 and is not part of these proceedings	
fitted 6 x ash bins to walls outside block (B127)	£ 360.00	Blue's 2013 demand charged the respondent 1/24th. Blue's bundle C spreadsheet holds this cost.	This is a block repair and not estate so apportioned and charged correctly.	1/8 of 1/3 = £15
		Job done in house by Blue Maintenance. Material cost is roughly comparable to market costs. Labour is 3 hours at £35 per hour. This seems very excessive for fastening a few cigarette ash bins to walls. Job done by Blue Maintenance caretaker so could this not be done during hours already charged (or was it?)	Repairs like this are not part of his caretaking duties, they are outside of his caretaking duties which he has a strict rota on every day/week.	
		If this is a legitimate estate cost, this should have been charged at 1/31st as per the lease	This is a block repair and not estate so apportioned and charged correctly.	
communal lights - lamp replaced & timer reset (B128)	£ 89.99	Blue's 2013 demand charged the respondent 1/24th. No block is referenced on the Blue Maintenance invoice, yet their bundle C spreadsheet places this cost entirely against respondent's block.	Block C was taken from the Job Sheet when the detailed repairs analysis was undertaken.	£0
		This activity is already charged for within caretaking and £89.99 for changing a light bulb is highly excessive (both labour and bulb cost). Job invoiced in house by Blue Maintenance.	As previously stated, a responsive repairs call out is separate to caretaking duties and it says call out on the invoice. We have a duty of care to leaseholders	
communal lighting - timer replaced (B129)	£ 157.80	Blue's 2013 demand charged the respondent 1/24th. The bundle C spreadsheet allocates 1/3rd of the cost to the respondent's block.	This is correct it was against all blocks and therefore equal split between blocks 1, 2 and 3.	1/8 of 1/4 = £5.00
		According to Blue's invoice and bundle C spreadsheet, the timer was replaced in all 4 blocks at Oak Close. Therefore 1/4 should have been allocated to the respondent's block, not 1/3rd.	Incorrect - see above - there are there billing block invoices	
snow cleared - applied salt (B130)	£ 92.40	Blue's 2013 demand charged the respondent 1/24th. Blue's bundle C spreadsheet holds this cost.	Correct - it was split between all 3 blocks	1/31 = £2.98
		If this is a legitimate estate cost, this should have been charged at 1/31st as per the lease	This is correct and should have been applied to the estate cost as 1/31st	
door closers fitted. Communal entrance framework repaired. 6 steps built outside block (B131)	£ 1,293.57	Blue's 2013 demand charged the respondent 1/24th. Blue's bundle C spreadsheet holds this cost.	This is correct it was against all blocks and therefore equal split between blocks 1, 2 and 3.	1/8 of 1/3 = £53.90
		The Blue Maintenance invoice for this makes no reference at all to any blocks, but does say a total of 6 steps were built. Given a total of 12 entrance steps exist at Oak Close, Blue's attempt to retrospectively reallocate this cost must be flawed. They have not worked on all steps, but have charged all Leaseholders an equal share regardless	Will comment more at the hearing	
replaced broken washing line chord (B132)	£ 46.80	Blue's 2013 demand charged the respondent 1/24th. Blue's bundle C spreadsheet holds this cost.	Correct - it was split between all 3 blocks	1/31 = £1.50
		As a communal estate cost, this should have been charged at 1/31st as per the lease	This is correct and should have been applied to the estate cost as 1/31st	
door (2 to 8) front step (10 to 16) repainted gloss (B133)	£ 103.50	Blue's 2013 demand charged the respondent 1/24th. Blue's bundle C spreadsheet reallocates this cost solely to the respondents block. This matches the flat numbers on the invoice.	This is correct is clearly says the 2 blocks within block 2 on the invoice which matches up with the job description	1/8 = £12.94
		£40 per hour labour for basic painting seems highly excessive - work invoiced by Blue Maintenance.	These market rates have been tested and are reasonable against the market	
OOH call out - communal lamp relaced (B134)	£ 233.99	Blue's 2013 demand charged the respondent 1/24th. Blue's bundle C spreadsheet reallocates this cost solely to the respondents block. This appears to match the invoice.	This is correct and also the job sheet matches this and was completed on the respondents block	Allow £144 (2 hours work plus VAT). R's share 1/8 = £29.25
		£233.99 to replace one light bulb is considered extortionate - work invoiced in house by Blue Maintenance.	This was an out of hours call out which was made by the residents and we have to respond to for their safety.	
12 notice boards fitted / "constructed" - 10 HOURS LABOUR CLAIMED!!! (B135)	£ 387.00	Blue's 2013 demand charged the respondent 1/24th. Blue's bundle C spreadsheet holds this cost.	This is correct - it was charged across all units as all communal areas	1/8 of 1/3 = £16.12
		As observed by the Tribunal during the site visit of 8th August 2018, and referenced by respondent's counsel during the hearing, these notice boards appear to be standard "off the shelf" items like those purchased from a stationary shop. We fail to see how Blue can justify charging 10 hours labour at £21 per hour to screw them to the wall	12 boards were constructed and fixed to walls in communal areas. 2 boards per block of 4 flats (6 blocks in total). Material purchased: Timber and Beading. Labour time includes obtaining materials, construction time and fixing to each block.	
lights out communal area (B136)	£ 96.00	Blue's 2013 demand charged the respondent a 1/24th share of this maintenance cost. There is no flat or block listed on the invoice. Blue's bundle C spreadsheet now allocates this solely to the respondent's block without any supporting evidence	This is correct and was checked against the job sheet and therefore the invoice is correct against the respondents block.	Imprecise £0
		Blue Maintenance have invoiced £96.00 for simply receiving this phone call. No work is done for this.	This covers all the associated costs of running a 24hr emergency service and is in line with industry standards	

lights out communal area (B137)	£ 96.00	Blue's 2013 demand charged the respondent a 1/24th share of this maintenance cost. There is no flat or block listed on the invoice. Blue's bundle C spreadsheet now allocates this solely to "block 1-7" without any supporting evidence	Allocated to block 1 and therefore not charged to block 3 and is not part of these proceedings	Imprecise £0
		Blue Maintenance have invoiced £96.00 for simply receiving this phone call. No work is done for this.	Allocated to block 1 and therefore not charged to block 3 and is not part of these proceedings	
OOH call out communal? lights - adjusted and reset (B138)	£ 216.00	Blue's 2013 demand charged the respondent 1/24th. Blue's bundle C spreadsheet holds this cost. The invoice does not specify a job number (which would tie it to a previous callout) or which block this light was in. Blue have charged this item to ALL blocks without explanation.	This is for block 2-16. The problem was first reported by flat 14 on 21/08/2013, then again on 23/08/2013. The second time the timer was reset (looks like it was tampered with)	Imprecise £0
		£216.00 is extortionate for simple reset of a light. This job was invoiced in house by Blue Maintenance	This covers all the associated costs of running a 24hr emergency service and is in line with industry standards	
OOH communal lights call out - replaced lamp (B139)	£ 233.99	Blue's 2013 demand charged the respondent 1/24th. Blue's bundle C spreadsheet now allocates this cost solely to the respondent's block without any explanation. The Blue Maintenance invoices does not specify a flat, block or job number to identify this.	This was block 3 as per the operative's job sheet and therefore was allocated correctly.	Imprecise £0
		£233.99 is extortionate for simple light bulb replacement. This job was invoiced in house by Blue Maintenance	This covers all the associated costs of running a 24hr emergency service and is in line with industry standards	
replaced lamp in communal area (B140)	£ 35.98	Blue's 2013 demand charged the respondent 1/24th. Blue's bundle C spreadsheet now allocates this cost solely to block 1-7 without any explanation. The Blue Maintenance invoices does not specify a flat, block or job number to identify this.	Allocated to block 1 and therefore not charged to block 3 and is not part of these proceedings	£0
		Materials (light bulbs) marked up at triple the cost they are readily available to the public	Allocated to block 1 and therefore not charged to block 3 and is not part of these proceedings	
patched rendering (B141)	£ 102.00	Blue's 2013 demand charged the respondent 1/24th. Blue's bundle C spreadsheet now allocates this split 50% each to 2 other blocks (9-15 & 18-24). The Blue Maintenance invoices does not specify a flat, block or job number to identify this.	Allocated to blocks 1 and 2 and therefore not charged to block 3 and is not part of these proceedings	£0
rehung aerial bracket (B142)	£ 88.80	Blue's 2013 demand charged the respondent 1/24th. Blue's bundle C spreadsheet now allocates this to block 18-24 which is the block referenced on the invoice.	Allocated to block 2 and therefore not charged to block 3 and is not part of these proceedings	£0
jetwash bins (B143)	£ 43.81	Blue's 2013 demand charged the respondent 1/24th. Blue's bundle C spreadsheet maintains this split.	This is correct as it was all bins at the development so all 3 blocks were charged.	£0
		Respondent queries whether or not this is chargeable under the Lease and, if so, is this not routine caretaking (job done in house by Blue)	We would argue that this is good estate management, bins can become a health and safety hazard if they are cleaned regularly	
		If this is a legitimate estate cost, this should have been charged at 1/31st as per the lease	This is incorrect as block repair and not estate (i.e. pathway etc)	
OOH call out to secure & replace front door - private flat / internal repairs (B145) - 1099.31 * B145 says reduced to £100 insurance excess charge	£ 100.00	Blue's 2013 demand charged the respondent 1/24th. This item is omitted entirely from Blue's bundle C spreadsheet so presumably the original charge still stands against all leaseholders. The original invoice identifies flat 6 which is within the respondent's block	Correct, this should have been charged only to block 2-16 and not split between all the blocks.	1/8 of 1/3 = £12.50
	£ 45.00	There is a £45 listed on page B4 labelled "General Electrical" which claims to date from 2007. There is no supporting invoice. There is no reference to this item in the bundle C spreadsheet so presumably the item remains charged to the respondent.	It's a write off to write off an old creditor which was brought forward from the previous managing agent.	
TOTAL REPAIRS AND MAINTENANCE COST - 2013		Blue state £5,714.69 as the total. The £100 insurance excess is listed separately and in addition		

Disputed Service Charges S/C Year Ended 31/12/2014

Case Reference: BIR/OOCS/LIS/2018/0011

Property: Flat 14 Oak Close, Gospel Oak, Tipton, DY4 0AY

Item / Bundle Page Reference	Cost	Respondent's Comments	Applicant's Comments	Tribunal Decision
Accountants Fee (B151 - B153)	£ 797.00	Respondent charged 1/24th share, Lease states 1/31st.	Accounting Fees do not fall under the description of the mansion as per part ii of schedule 8 and are in fact explicitly listed under part i Schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£33.21
		Elizabeth Walk pay £450 per annum as total for all required accountancy work (based on their 2017 figures).	Elizabeth walk works out at £32.14 per property for Accounting Fees & BPM works out at £24.79 per property. Also, Bodill Gardens (Portland Place) pay £879 per annum.	
		Invoices listed under "accountants fee" on B148 and as provided in the bundles (B151, 152 & 153) total £651.40 yet in the submitted income and expenditure accounts (B147) the charge for accountants fee is £797. No explanation is provided.	The total should be £651.40. An additional £145 was added during certification process, but it does not seem to correspond with anything. £145 will be credited in 2018 year end accounts.	
		The £0.60 Accrual from the previous year does not appear to have accounted for, further suggesting it was a paper exercise to make incorrect invoice totals equal a previously submitted figure.	No comment required	
Bank Charges (B154 - B165)	£ 122.92	Respondent charged 1/24th share, Lease states 1/31st.	Bank Charges do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£5.13
Buildings Insurance (B166 - B170)	£ 5,669.00	Respondent charged 1/24th share, Lease states 1/31st.	Buildings Insurance does not fall under the description of the mansion as per part ii of schedule 8 of the lease and is in fact explicitly listed under part i of schedule 8(pages 18-19) therefore the full amount is to be paid	£137.00
		Insurance is significantly higher than market rates. The figure includes commission. Neighbouring blocks (not managed by Blue) pay around 1/4 this figure. Elizabeth Walk pay £85.71 per flat per annum and block 18 - 24 Oak Close (via their RTM) pay £57 per flat per annum. *comparisons are based on 2017 figures	See Freeholder Letter who arranges Insurance	
		Please see "Insurance" tab for an inflation adjusted per unit comparable figure for buildings insurance.	See Freeholder Letter who arranges Insurance	
		There is no history of any significant or excessive claims on the insurance at Oak Close identified in the Applicant's bundles.	Please see the insurance excess print out	
Cleaning / Caretaking (B171 - B190)	£ 2,496.00	Respondent charged 1/24th share, Lease states 1/31st.	do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£104.00
		This equals £104 per flat per annum. Elizabeth Walk (managed by Castle Estates) pay £42.86 per flat per annum for communal cleaning. *comparison made to 2017 figure	Bodill Gardens (Portland Place) pay £9,839 for cleaning and caretaking services which equates to £234 per annum per flat which is significantly higher than BPM. It is also worth noting BPM is a cleaning and caretaking service not cleaning only, therefore we complete changing of light bulbs if required and other "odd jobs" and not just cleaning like Castle Estates offer in the comparison.	
		Gardening tasks appear on the same invoices as caretaking duties until June 2014 (B182&183).	An incorrect invoice description was used which included gardening tasks in error. Caretaking and gardening on this site was carried out by different people and invoiced separately. The invoice template was amended to reflect correct services which are being provided.	
Landscape Gardening / Grounds Maintenance (B227 - B234)	£ 2,496.00	Respondent charged 1/24th share, Lease states 1/31st.	In the annual accounts for all years, landscape gardening was charged equally between 24 leaseholders. As per the terms of the leases, this has now been recalculated and the correct charges for each leaseholder (1/31st) are detailed on the enclosed landscape gardening schedule.	£80.52
		Elizabeth Walk's charge for gardening is comparable with this, based on Elizabeth Walk's 2017 figures.	It is NOT comparable as Elizabeth walk Grounds Maintenance works out at £128.57 per property & BPM works out at £88.25 on a 24 split or £68 on a 31st split, therefore this is almost double on the estate costs.	

Electricity (B191 - B225)	£ 648.15	Respondent charged 1/24th share of all blocks on estate, should be 1/8 share of metered supply to own block	In the annual accounts for all years, all electricity invoices were charged equally between all leaseholders. As per the terms of the leases. This has now been recalculated and the correct charges for each leaseholder in the block 2 - 16 are detailed on the enclosed electricity schedule.	£19.20
Fire Risk Assessment (B226)	£ 240.00	Respondent charged 1/24th share, Lease states 1/31st.	Risk Assessments do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£7.74
Health and Safety Risk Assessment (B226)	£ 240.00	Respondent charged 1/24th share, Lease states 1/31st.	Risk Assessments do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£7.74
		Elizabeth Walk pay £135 per annum to include all risk assessment activity, as opposed to the £480 total charged by Blue. *comparison made to 2017 figure	Within the Elizabeth Walk document produced, the Service Cost 01 July 2017 - 30 June 2018 the Fire Risk Assessment cost £270 for 2 years, however, this doesn't state that it includes the Health & Safety Element of the cost.	
		As demonstrated in submissions of Sep-18, these assessments are done in house by Blue Risk and involve a high degree of repetition year on year. There seems to be a large recurring annual charge with little evidence of any year-on-year change.	Also, budget comparison for Portland Place for Bodill Gardens at Hucknall in Nottingham is £528 for Health & Safety Assessments which is higher than BPM £480 per annum	
Management Fees (B235 - B246)	£ 5,760.00	Respondent charged 1/24th share, Lease states 1/31st.	Management Fees do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£222.00
		Above Market rates for local area	We disagree Re. the market rates for the local area	
		We draw the Tribunal's attention to Blue's catalogue of repeated errors, omissions, miscalculations and attempted corrections, throughout their submissions, as an indication of the quality of their management and service, which hardly seems to justify this fee.	The errors, if any, are minor and usually corrected at a later date. There were some mistakes made while preparing the bundle, but considering that this goes back nearly 10 years it's a lot of work in a short space of time and easy to get minor things wrong. Errors were mainly minor accounting errors and not management	
		Blue charge the estate £240 per flat per annum as opposed to £150 per flat per annum at Elizabeth Walk. The respondent also submits that Elizabeth Walk is better maintained than Oak Close	Bodill Gardens (Portland Place) pay £247 per property (including VAT) which is virtually identical to the fees BPM charge (£240 per property) per annum.	
Window Cleaning (B268-B272)	£ 1,728.00	As conceded by Blue Property at the original hearing, 8th August 2018, the Lease makes no provision for Managing Agents to charge for window cleaning of individual flats. The Respondent has repeatedly disputed this charge in her correspondence.	BPM are now only cleaning communal windows and this is what the leaseholders will be charged for.	£63.04
		Castle Estates make no bespoke provision or charge for window cleaning at all for Elizabeth Walk. We assume this is likely due to them complying with the Lease.	BPM are now only cleaning communal windows and this is what the leaseholders will be charged for.	
Repairs and General Maintenance				
change lamp in communal area (B247)	£ 123.90	Although listed on the invoice list (B150) and an invoice appearing (B247) in the bundles, this sum appears to be omitted from all of Blue's calculations for 2014 charges. *See note below under TOTAL REPAIRS AND MAINTENANCE COST - 2014.	This invoice was not charged to the leaseholders of Oak Close and wasn't accounted for in the year end accounts. It was incorrectly included in the bundle and in the invoice list.	£0
		This invoice is to replace one lamp so must be for a specific block, but Blue's records do not indicate which block	N/A as per above.	
		£123.90 to change one lamp is extremely high. This work was done in house by Blue Maintenance.	Irrelevant as not charged to the leaseholders	
painting decorating - appears internal to private flat (B248)	£ 405.39	Again, although listed on the invoice list (B150) and an invoice appearing (B248) in the bundles, this sum appears to be omitted from all of Blue's calculations for 2014 charges. *See note below under TOTAL REPAIRS AND MAINTENANCE COST - 2014.	This invoice was not charged to the leaseholders of Oak Close and wasn't accounted for in the year end accounts. It was incorrectly included in the bundle and in the invoice list.	£0
		This appears to be an internal repair on an unidentified property (no communal hallways are "painted internally with white emulsion")	N/A as per above.	
replaced 1 broken slab on step (B249)	£ 103.50	2014 demands bill the respondent 1/24th. Blue charge this to all blocks on their bundle C spreadsheet. The job is to repair one step, so must have been specific to one block, however Blue's invoice fails to identify which.	This is an estate repair and should have been charged to the estate as 1/31st	1/31 of £103.50 = £3.39
redressed 2 x steps (slabs) and rebedded (B250)	£ 149.10	2014 demands bill the respondent 1/24th. This job is to repair 2 steps, but Blue's bundle C spreadsheet splits the cost across 3 blocks, including the respondent's block. Blue, therefore, must be charging leaseholders for repairs on a block other than their own.	This is an estate repair and should have been charged to the estate as 1/31st	1/31 of £149.10 = £4.81all

call from Nigel (flat 10 - TENANT) (B251)	£ 329.99	2014 demands bill the respondent 1/24th. Blue's bundle C spreadsheet allocates the entire cost to the respondent's block	This is correct, the tenant at flat 10 called out of hours requesting someone to go out to light not working - we attended to ensure the safety of the residents.	Allow £144 (2 hours work plus VAT). R's share 1/8 = £18
		£329.99 to change one light bulb is considered extortionate. The work is invoiced in house by Blue Maintenance.	This covers all the associated costs of running a 24hr emergency service and is in line with industry standards	
		The Leaseholder of flat 10 has no knowledge of this call out.	It says on the invoice that it was the tenant, we have to take instruction from whoever is at the site in these situations	
adjusted communal doors & fitted door stops (B252)	£ 99.88	2014 demands bill the respondent 1/24th. Bundle C spreadsheet now allocates cost to block 9-15 only.	This was charged to block 1 and not block 3 and is therefore not part of these proceedings	£0
5 x doors and locks adjusted / sanded (B253)	£ 225.00	2014 demands bill the respondent 1/24th of £225.00, now adjusted to 1/8th of £56.25 on Blue's bundle C spreadsheet. The respondent's block is not referenced at all on the Blue Maintenance invoice.	This is incorrectly allocated	£0
		On the bundle C spreadsheet, Blue state 2 doors flats 17 to 23, 2 doors flats 2 to 8 and 1 door flats 1 to 7. Inexplicably, it has then allocated half of this cost to block "1" i.e. they have charged block 1 half of the invoice for 2 doors. This cannot be correct.	This is incorrectly allocated	
22:12pm caller (un-named) reported lights out in communal area (B254)	£ 312.00	2014 demands bill the respondent 1/24th. Blue's bundle C spreadsheet allocates the entire cost to the respondent's block, despite her block not being identified on the original invoice.	This was checked on the job sheets and you can see on spreadsheet C it specifically identifies the respondents block as making the call	Allow £144 (2 hours work plus VAT). R's share 1/8 = £18
		£312 is invoiced for a works description which reads "All communal lighting checked, all working correctly". It appears no work was actually done.	This covers all the associated costs of running a 24hr emergency service and is in line with industry standards	
water link to communal area ceiling - redecorated (B255)	£ 217.50	2014 demands bill the respondent 1/24th. Blue's Bundle C spreadsheet splits the charge 50% between 2 other blocks at Oak Close, yet the works description suggests only one block was attended to. Works done in house by Blue Maintenance, but their invoice does not state which block this was.	This was charged to block 1 and 2 and not block 3 therefore it is not part of these proceedings	£0
padlocks fitted to roof hatch (B256)	£ 109.49	2014 demands bill the respondent 1/24th. The invoice states work carried out on block 9-15 only, but Blue's bundle C spreadsheet allocates the cost to block 17-23.	This was charged to block 2 and not block 3 therefore it is not part of these proceedings	£0
2 x slabs on path levelled (B257)	£ 109.50	2014 demands bill the respondent 1/24th. Blue's bundle C spreadsheet continues to charge this job equally across all blocks.	This is an estate repair and should have been charged to the estate as 1/31st	1/31 = £3.53
		£35 per hour labour seems excessive. This job was invoiced in house by Blue Maintenance.	£35 per hour is reasonable for any service. If you called any tradesperson out of the yellow pages etc and asked for a quote you wouldn't get cheaper than £35 per hour.	
fire safety document boxes fitted in each block (B258)	£ 183.37	2014 demands bill the respondent 1/24th. Bundle C spreadsheet maintains to charge all blocks equally.	one document box was fitted in each block so each block charged accordingly. This is correct.	1/8 of 1/3 of £183.37 = £7.64
		£35 per hour labour seems excessive. This job was invoiced in house by Blue Maintenance. Why not just done by caretaker as this seems compatible with his duties?	£35 per hour is reasonable for any service. If you called any tradesperson out of the yellow pages etc and asked for a quote you wouldn't get cheaper than £35 per hour.	
broken glass on BLOCK 28 - replaced and fitted new (B259)	£ 136.50	2014 demands bill the respondent 1/24th. Bundle C spreadsheet now allocates cost entirely to respondent's block. Respondent has no recollection of this job (glass replacement) being in her block.	No recollection does not mean the job was not complete in a communal area. The work was completed and invoiced correctly as per the job sheet.	1/8 of 1/3 of £136.50 = £5.69
underfelt in loft damaged (B260)	£ 112.50	2014 demands bill the respondent 1/24th, despite the invoice stating block 9-15. Bundle C spreadsheet does now reallocate the cost entirely to block 9-15.	This was charged to block 1 and not block 3 and is therefore not part of these proceedings	£0
flaunched 4 water taps (presumably covers) (B261)	£ 156.43	2014 demands bill the respondent 1/24th. Blue maintain this proportion on their Bundle C spreadsheet	This is correct	1/31 of £156.43 = £5.05
		The respondent queries whether this job is the responsibility of the Water Board, given it is work on their assets.	This is an estate repair and should have been charged to the estate as 1/31st	
		If this is a genuine estate cost, the correct proportion under the Lease would be 1/31st, not 1/24th	This is an estate repair and should have been charged to the estate as 1/31st	
designed and built fence area for green waste (B262)	£ 546.37	2014 demands bill the respondent 1/24th. Blue maintain this proportion on their Bundle C spreadsheet	No comment	£1/31 of £546.37 = £17.62
		As witnessed by the Tribunal during their site visit 8th August 2018, this facility is not being used. See, for example invoice B509 from 2016.	It was being used at this time (5 years ago)	
		Blue built and charged for this in house, without consulting the respondent.	Consultation wasn't needed for this at that time	
		Invoice fails to specify what all the component costs are.	The components were the wood and fixings	
		If this is a genuine estate cost, the correct proportion under the Lease would be 1/31st, not 1/24th	This is correct and should have been an estate cost	

emergency lighting not working (B263)	£ 15.82	2014 demands bill the respondent 1/24th. Blue maintain this proportion on their Bundle C spreadsheet, despite the respondent's block not being referenced at all on this invoice. There was no emergency lighting installed in the respondent's block at this time, therefore Blue must still be charging her for work on another block.	BPM Concede this invoice	£0
replaced faulty lighting timer (B264)	£ 69.58	2014 demands bill the respondent 1/24th. Blue now allocate the entire cost to the respondent's block which does correlate with information on their invoice.	This is correct - once the analysis was complete it was apportioned correctly to the respondents block	1/8 of £69.58 = £8.70
		Why was this not just done by caretaker, as it seems compatible with his duties?	This was outside of the day to day caretaking duties which are time constrained by the duties they currently complete. It is a responsive repair	
lights out in communal area (B265)	£ 339.58	2014 demands bill the respondent 1/24th. Blue now allocate the entire cost to another block (odds 1-15), however no block at all is identified on Blue's invoice.	This was charged to block 1 and not block 3 and is therefore not part of these proceedings	£0
		£339.58 is an extortionate sum for this work and the invoice contains no supporting information to justify such a high charge.	This was charged to block 1 and not block 3 and is therefore not part of these proceedings	
4 pan tiles moved back into position (B266)	£ 45.00	2014 demands bill the respondent 1/24th. Blue now allocate the entire cost to another block (odds 1-15), however again no block at all is identified on Blue's invoice.	This was charged to block 1 and not block 3 and is therefore not part of these proceedings	£0
inspection chamber too high - trip hazard - new lid fitted (B267)	£ 212.87	2014 demands bill the respondent 1/24th. Blue maintain this proportion on their Bundle C spreadsheet	This is an estate repair and should have been charged to the estate as 1/31st	1/31 of £212.87 = £6.87
		£35 per hour labour seems excessive. This job was invoiced in house by Blue Maintenance.	This is an estate repair and should have been charged to the estate as 1/31st	
		if this is a genuine estate cost, the correct proportion under the Lease would be 1/31st, not 1/24th	This is an estate repair and should have been charged to the estate as 1/31st	
TOTAL REPAIRS AND MAINTENANCE COST - 2014		Blue state consistently in the bundles that the above repairs total £3474. This figure is given on the summary, bundle A page 5, the 2014 income and expenditure (B147) and the supporting invoice list (B150). The actual total of the above repairs, as listed on B150, is £4,003.27. There is no apparent explanation for this discrepancy.	Two invoices were included in the bundle in error, they were not accounted for in the year end accounts and therefore irrelevant to these proceedings. £4003.27-123.90-405.39= 3473.98	

Disputed Service Charges S/C Year Ended 31/12/2015

Case Reference: BIR/OOCS/LIS/2018/0011

Property: Flat 14 Oak Close, Gospel Oak, Tipton, DY4 0AY

Item / Bundle Page Reference	Cost	Respondent's Comments	Applicant's Comments	Tribunal Decision
Accountants Fee (B279 - B280)	£ 596.20	Respondent charged 1/24th share, Lease states 1/31st.	Accounting Fees do not fall under the description of the mansion as per part ii of schedule 8 and are in fact explicitly listed under part i Schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£24.84
		Elizabeth Walk pay £450 per annum as total for all required accountancy work (based on their 2017 figures).	Elizabeth walk works out at £32.14 per property for Accounting Fees & BPM works out at £24.79 per property. Also, Bodill Gardens (Portland Place) pay £879 per annum.	
		The Invoice supplied B280 from Beaumont Chapman Accountants appears to relate to an estate other than Oak Close ("Patrick Place").	Due to an admin error an incorrect invoice was included in the bundle. Enclosed is an invoice for Oak Close. The amounts are the same.	
Bank Charges (B281 - 292)	£ 100.65	Respondent charged 1/24th share, Lease states 1/31st.	Bank Charges do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£4.19
Buildings Insurance (B293 - B295)	£ 5,895.89	Respondent charged 1/24th share, Lease states 1/31st.	Buildings Insurance does not fall under the description of the mansion as per part ii of schedule 8 of the lease and is in fact explicitly listed under part i of schedule 8(pages 18-19) therefore the full amount is to be paid	£145.00
		Insurance is significantly higher than market rates. The figure includes commission. Neighbouring blocks (not managed by Blue) pay around 1/4 this figure. Elizabeth Walk pay £85.71 per flat per annum and block 18 - 24 Oak Close (via their RTM) pay £57 per flat per annum. *comparisons are based on 2017 figures	See Freeholder Letter who arranges Insurance	
		Please see "Insurance" tab for an inflation adjusted per unit comparable figure for buildings insurance.	See Freeholder Letter who arranges Insurance	
		There is no history of any significant or excessive claims on the insurance at Oak Close identified in the Applicant's bundles.	Please see the insurance excess print out	
Cleaning / Caretaking (B296 - B307)	£ 2,496.00	Respondent charged 1/24th share, Lease states 1/31st.	do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£104.00
		This equals £104 per flat per annum. Elizabeth Walk (managed by Castle Estates) pay £42.86 per flat per annum for communal cleaning. *comparison made to 2017 figure	Bodill Gardens (Portland Place) pay £9,839 for cleaning and caretaking services which equates to £234 per annum per flat which is significantly higher than BPM. It is also worth noting BPM is a cleaning and caretaking service not cleaning only, therefore we complete changing of light bulbs if required and other "odd jobs" and not just cleaning like Castle Estates offer in the comparison.	
Landscape Gardening / Grounds Maintenance (B352 - B363)	£ 2,496.00	Respondent charged 1/24th share, Lease states 1/31st.	In the annual accounts for all years, landscape gardening was charged equally between 24 leaseholders. As per the terms of the leases, this has now been recalculated and the correct charges for each leaseholder (1/31st) are detailed on the enclosed landscape gardening schedule.	£80.52
		Per annum breakdown comparable with Elizabeth Walk rates	It is NOT comparable as Elizabeth walk Grounds Maintenance works out at £128.57 per property & BPM works out at £88.25 on a 24 split or £68 on a 31st split, therefore this is almost double on the estate costs.	
Electricity (B308 - B350)	£ 594.33	Respondent charged 1/24th share of all blocks on estate, should be 1/8 share of metered supply to own block	In the annual accounts for all years, all electricity invoices were charged equally between all leaseholders. As per the terms of the leases. This has now been recalculated and the correct charges for each leaseholder in the block 2 - 16 are detailed on the enclosed electricity schedule.	£15.13
Fire Risk Assessment (B351)	£ 240.00	Respondent charged 1/24th share, Lease states 1/31st.	Risk Assessments do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£7.74
Health and Safety Risk Assessment (B351)	£ 240.00	Respondent charged 1/24th share, Lease states 1/31st.	Risk Assessments do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£7.74

		Elizabeth Walk pay £135 per annum to include all risk assessment activity, as opposed to the £480 total charged by Blue. *comparison made to 2017 figure	Within the Elizabeth Walk document produced, the Service Cost 01 July 2017 30 June 2018 the Fire Risk Assessment cost £270 for 2 years, however, this doesn't state that it includes the Health & Safety Element of the cost.	
		As demonstrated in submissions of Sep-18, these assessments are done in house by Blue Risk and involve a high degree of repetition year on year. There seems to be a large recurring annual charge with little evidence of any year-on-year change.	Also, budget comparison for Portland Place for Bodill Gardens at Hucknall in Nottingham is £528 for Health & Safety Assessments which is higher than BPM £480 per annum	
Management Fees (B364 - B375)	£ 5,760.00	Respondent charged 1/24th share, Lease states 1/31st.	Management Fees do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£228.00
		Above Market rates for local area	We disagree Re. the market rates for the local area	
		We draw the Tribunal's attention to Blue's catalogue of repeated errors, omissions, miscalculations and attempted corrections, throughout their submissions, as an indication of the quality of their management and service, which hardly seems to justify this fee.	The errors, if any, are minor and usually corrected at a later date. There were some mistakes made while preparing the bundle, but considering that this goes back nearly 10 years it's a lot of work in a short space of time and easy to get minor things wrong. Errors were mainly minor accounting errors and not management	
		Blue charge the estate £240 per flat per annum as opposed to £150 per flat per annum at Elizabeth Walk. The respondent also submits that Elizabeth Walk is better maintained than Oak Close	Bodill Gardens (Portland Place) pay £247 per property (including VAT) which is virtually identical to the fees BPM charge (£240 per property) per annum.	
Emergency Light Testing (B400-B411)	£ 560.00	Respondent charged 1/24th share, Lease states 1/31st.	This is an internal work and therefore relates the first schedule. The charge is per flat therefore is correct.	£23.33
		In their bundles, Blue invoiced for this activity from January 2015 across the estate, despite there being no emergency lighting in the respondent's block until August 2015.	Emergency lighting was installed in this block in 2011 as per Logic Services Ltd invoice, however no emergency light testing was carried out until August 2015 when the rest of the blocks got their emergency lights installed, therefore block 2 - 16 should have been charged only from August 2015. A charge per year is £30 including VAT per unit, therefore it should be £12.50 per flat or £100 for block 2-16	
		As pointed out to the Tribunal, on their site visit Aug-18, no test switch is installed in the respondent's block	They are installed in the connected block, the switches operate the lighting in both blocks	
		Blue claimed in their submissions, following the Hearing, that emergency lighting was installed in the respondent's block during 2011, submitting an amended invoice from 2011 to substantiate this claim	No query here	
		The Tribunal correctly determined (decision paragraph 47) that Blue's claim of a 2011 installation was not accurate, stating "such demands for payment were incompetent at best and misleading at worst"	The installation was carried out in 2011 as per the supplier invoice, however the work for all for blocks was completed in August 2015	
		In their appeal, Blue reference decision paragraph 47 and now accept that these invoices "should not have been charged to the respondent" and that their charges should be reduced accordingly.	The emergency light testing is carried out on a monthly basis since August 2015	
		During site inspection for Hearing, Antony Howard of Blue Property claimed that the caretaker does this test (although obviously he could not have tested equipment that did not exist)	The emergency light testing is carried out on a monthly basis since August 2015	
		Given all the above, there should be no additional charge for this activity	The charge for the block should be £100 or £12.50 per unit to cover period August to December 2015	
Window Cleaning (B412-B417)	£ 1,296.00	As conceded by Blue Property at the original hearing, 8th August 2018, the Lease makes no provision for Managing Agents to charge for window cleaning of individual flats. The Respondent has repeatedly disputed this charge in her correspondence.	BPM are now only cleaning communal windows and this is what the leaseholders will be charged for.	£47.28
		Castle Estates make no bespoke provision or charge for window cleaning at all for Elizabeth Walk. We assume this is likely due to them complying with the Lease.	BPM are now only cleaning communal windows and this is what the leaseholders will be charged for.	
Land Registry Fee (B419)	£ 9.00	Respondent charged 1/24th share. If the Tribunal rules this item is chargeable to the estate as a whole, the respondent's share is 1/31st under the lease, however searches are not relating to respondents block (all flats named are in other blocks) therefore she does not believe any charge should be applicable.	BPM are now only cleaning communal windows and this is what the leaseholders will be charged for.	£0
Repairs and General Maintenance				

fix light block 18-24 (B377)	£ 53.76	2015 demands charged the respondent 1/24th, despite this being identified as work on another block (18-24). In their bundle C spreadsheet Blue misallocate this cost again, placing 50% of the charge against block 17-23 which is separate from 18-24.	Again this is incorrect. You can see on spreadsheet C that the whole charge was put against the correct block (2). The fact is that block 2 includes 17-23 & 18-24 within its block as per the 1/8th of the lease.	£0
replace lamp (B378)	£ 329.99	2015 demands charged the respondent 1/24th. In different sections of their bundles, Blue relate this single light bulb replacement to 3 different blocks. The invoice B378 references the respondent's block yet the bundle C spreadsheet places the cost equally against 2 other separate blocks (17-23 and 18-24).	This was charged to block 2 and not the respondents block so therefore should not be part of these proceedings	£0
		£329.99 is extortionately high for a bulb replacement, even if out of hours (which the invoice does not specify)	This was charged to block 2 and not the respondents block so therefore should not be part of these proceedings	
stop cock covers causing trip hazard (B379)	£ 63.00	2015 demands charged the respondent 1/24th. Bundle C spreadsheet upholds this charge by allocating cost to whole estate. Block not identified.	This would appear to be an estate repair and charged as 1/31st	1/31 of £63 = £2.03
		If this is a genuine estate cost, the correct proportion under the Lease would be 1/31st, not 1/24th	This would appear to be an estate repair and charged as 1/31st	
all stair noses repainted (B380)	£ 110.03	2015 demands charged the respondent 1/24th. Bundle C spreadsheet upholds this charge by allocating cost to whole estate.	This charge is correct. It clearly states ALL stair noses in all blocks but the repair is a block repair and internal and not an estate repair as per part ii of schedule 8.	1/8 of 1/3 of £110.03 = £4.58
2 ridge, 3 pan tiles replaced (B381)	£ 113.70	2015 demands charged the respondent 1/24th. Bundle C spreadsheet reallocates the entire cost to the respondent's block. Invoice B381 does say this work (listed as done in house by Blue Maintenance) was above flat 12 which is in the respondent's block, however the leaseholder of flat 12 is not aware of this work. There is no works date on the invoice.	This invoice was charged correctly. BPM would submit that roof works or any other communal works are not necessarily known to leaseholders as they are communal on the block. We manage the communal areas for the freeholder of the land and complete any necessary works.	1/8 of £113.70 = £14.21
extensive roof repairs flat 4 (B382 & 383)	£ 1,505.09	2015 demands charged the respondent 1/24th. In bundle C spreadsheet, Blue allocate the whole cost to the respondent's block, citing flat 4. The spreadsheet also states, however, that this was for "block 1" which is not the respondent's block.	It clearly states flats 4 and 8 on the works invoice and this has been checked against the job sheets.	1/8 of £1505.09 = £188.14
		*Please cross reference with invoice bundle B 564. Blue have done this work in house, charging high hourly labour rates and claim the job is "left in working order" on their invoice. The following year, however, they charge a similar amount again (B564) to rectify leaks to this work. The respondent does not feel it is reasonable to charge any leaseholder twice for the same works, particularly when Blue themselves carried out the work.	Once repair was completed in January 2015 and another in July 2016 (18 months apart). Different parts of the roof can wear, especially if it is an old roof. Labour is £35 per hour and is not excessive. You could not get a roofing contractor for less than this rate.	
emergency lighting failed 3 hour drop test - (B384)	£ 92.86	2015 demands charged the respondent 1/24th. Bundle C spreadsheet now allocates this solely to "block 1" so presumably Blue now agree this is not chargeable to the respondent, who had no emergency lighting at this time (April 2015)	This was charged to block 1 and is therefore not part of these proceedings	£0
UPVC barge board cladding (B385)	£ 353.05	2015 demands charged the respondent 1/24th. The invoice gives no indication whatsoever as to which block was involved. Bundle C spreadsheet reallocates the cost to "block 1" (odds 1-15) without any supporting evidence.	As mentioned previously the evidence is that ALL job sheets were pulled when completing the exercise for the repairs analysis. It has been charged to block 1 and therefore not part of the proceedings	£0
		8 hours labour at £35 per hour seems excessive for this work, which was done in house by Blue Maintenance.	As mentioned previously the evidence is that ALL job sheets were pulled when completing the exercise for the repairs analysis. It has been charged to block 1 and therefore not part of the proceedings	
rebedded block steps (B386)	£ 132.25	2015 demands charged the respondent 1/24th. The invoice (B386) claims that 8 block steps of the 12 present at Oak Close were attended to. Without any supporting evidence or comments, Blue's bundle C spreadsheet allocates 50% of this cost to the respondent's block and 50% to "block 1" (odds 1-15). Neither of these blocks are referenced on the supporting invoice (B386)	This was charged to block 1 and 2 and therefore not part of these proceedings as the respondent has not been charged	£0
removed 11 old rusty washing poles (B387)	£ 510.45	2015 demands charged the respondent 1/24th. Bundle C spreadsheet upholds this charge.	This was completed across all 3 blocks. BPM submit that they will leave it to the Tribunal Panel to determine if this is an estate or a block repair	1/31 of £510.45 = £16.47
		If this is a genuine estate cost, the correct proportion under the Lease would be 1/31st, not 1/24th	This was completed across all 3 blocks. BPM submit that they will leave it to the Tribunal Panel to determine if this is an estate or a block repair	
brown mortar holes painted over (B388)	£ 206.03	2015 demands charged the respondent 1/24th. Bundle C spreadsheet splits this cost equally between 2 other separate blocks at Oak Close (odds 17-23 & evens 18-24). There is no evidence in the bundle or spreadsheet to support this.	This is charged to block 2 and not the respondents block and therefore is not part of these proceedings	£0

		£40 per hour for basic painting seems a very high labour charge rate. 3.5 hours charged seems more than ample time based on the works description. This work was done in house by Blue Maintenance.	This is charged to block 2 and not the respondents block and therefore is not part of these proceedings	
scaffolding roof repairs (B389)	£ 456.69	2015 demands charged the respondent 1/24th. The bundle C spreadsheet allocates this cost now to another block (odds 9-15) which is consistent with the original invoice.	This is charged to block 1 and not the respondents block and therefore is not part of these proceedings	£0
communal block ceiling painted to cover water stains (B390)	£ 290.93	2015 demands charged the respondent 1/24th. There is nothing on the invoice to identify which block this work was for. In their bundle C spreadsheet Blue now label this "block 2" but then proceed to split the cost 50% between 2 separate blocks (odds 17-23 & evens 18-24)	This is charged to block 2 and not the respondents block and therefore is not part of these proceedings	£0
tree from our grounds to council path trimmed (B391)	£ 42.00	2015 demands charged the respondent 1/24th. Bundle C spreadsheet upholds this.	This is an estate repair and should be charged at 1/31st	1/31 of £42 = £1.35
		If this is a genuine estate cost, the correct proportion under the Lease would be 1/31st, not 1/24th	This is an estate repair and should be charged at 1/31st	
		This appears to be routine garden maintenance which should be covered under the separate gardening charge. This work was invoiced in house by Blue Maintenance.	Sometimes extra work is required outside of the normal schedule, if the works take longer then we have to submit an additional invoice	
emergency lighting installation (B391a & 392)	£ 2,037.51	This is a duplicated charge which Blue claim to have credited in full during June 2016 (see B548 & B549).	This invoice was credited in full in 2016 (B548 & B549) and reissued for a reduced amount of £1902.51 (B546&547). What is the query here?	£0 (see 2016)
communal light 9 to 15 not working (B393)	£ 63.36	2015 demands charged the respondent 1/24th. The cost has been allocated to another block (odds 1-15) in Blue's bundle C spreadsheet which matches the invoice.	This is charged to block 1 and not the respondents block and therefore is not part of these proceedings	£0
credit (B394)	-£ 84.00	This credit has been applied across the whole estate. The credit note cancels out a charge from 2012.	No comment	£0
check condition of grounds (B395)	-£ 84.00	This credit has been applied across the whole estate. The credit note cancels out a charge from 2012.	No comment	£0
painted rendering / insulation holes (B396)	£ 164.99	2015 demands charged the respondent 1/24th. Bundle C spreadsheet now allocates this cost solely to the respondent's block without any qualifying evidence. This is the same work as related to invoice B388.	No comment	1/8 of £164.99 = £20.62
		£40 per hour for basic painting seems a very high labour charge rate. 2.5 hours charged seems more than ample time based on the works description. It was simply to paint over a few mortar holes after cavity insulation and is additional to that already charged (B388). This work was done in house by Blue Maintenance.	This is our maintenance rate and is in line with industry standards	
Credit note - references invoice 5375? (B397)	-£ 329.00	This is a partial credit for invoice 5375 (A 362) which is a £482.91 invoice of which the respondent was charged 1/24th. The job was an internal repair issue to an unidentified flat, so the respondent should not have been charged. The respondent remains charged, at a lesser figure, despite various attempted adjustments.		£0
Credit 30937 re A361? Not specified on credit note (B398)	-£ 82.25	2012 demands charged respondent 1/24th of A361. Now credited back to whole estate.	No comment	£0
investigate tripping out on lighting circuit (B399)	£ 65.00	2015 demands charged the respondent 1/24th. Bundle C spreadsheet upholds this charge, splitting the cost across ALL blocks. The invoice (B399) does not specify which block this relates to, but the works description is for one specific lighting circuit, showing the job was confined to one block, but has been charged to all blocks.	Will comment more at the hearing	Insufficiently clear £0
£100 excess charge on graffiti damage (B418)	£ 100.00	2015 demands charge the respondent 1/24th. The works do relate solely to the respondent's block. The invoice is not included in Blue's bundle C spreadsheet so presumably remains misallocated.	Correct - this was an error and not included in spreadsheet - therefore this needs re-allocating and charging solely to the respondents block	1/8 of £100 = £12.50
Arrears admin charges (listed on A8 & A9) - Invoices not included in bundles				
Blue Ref 431	£ 50.00	Invoice not included in bundles. Applied unfairly. The respondent's account was not in arrears, she had disputed service charges in writing	The account was in arrears and the disputed items were explained to the respondent on numerous occasions over the years. The admin charge was applied correctly. A copy of the demand is enclosed	£0
Blue Ref 438	£ 50.00	Invoice not included in bundles. Applied unfairly. The respondent's account was not in arrears, she had disputed service charges in writing	Same as above	£0

Disputed Service Charges S/C Year Ended 31/12/2016

Case Reference: BIR/OOCS/LIS/2018/0011

Property: Flat 14 Oak Close, Gospel Oak, Tipton, DY4 0AY

NB!! REGARDING 2016 MAINTENANCE CHARGES - invoice list bundle A page 6 identifies the respondent's block as liable for a total of £2642.68 for repairs and general maintenance in 2016. When divided by 8, this equals £330.34. This figure minus the original budget for maintenance (£166.67) results in a difference of £163.67, as shown on balancing charge Invoice A58. The Invoice lists on B421, however, contains a completely different split in the breakdown of the same costs, stating the respondent's block incurred £308.83 of maintenance costs for this year. The B421 figure, if divided by 8 would equal £38.60 for block specific maintenance. Neither of these two differing figures given by Blue match the £166.67 charged as 1/24th of £4,000 which is what they demanded, as shown in the 2016 budget, included in their 18th September 2018 submissions on page 9.

Blue Claim in their appeal, dated 16th February 2019, that a spreadsheet exists which shows the adjustments made in the 2016 accounts but this was not included in the bundles and has never been supplied. In the absence of a clear or consistent narrative as to what Blue claim they are entitled to charge, the respondent has commented on such discrepancies as best she can identify them.

The respondent also queries why so many credits were issued on 14th January 2016, often relating to invoices issued up to four years previously against which balancing charges had already been demanded.

Item / Bundle Page Reference	Cost	Respondent's Comments	Applicant's Comments	Tribunal Decision
Accountants Fee (B425 - B426)	£ 545.80	Respondent charged 1/24th share, Lease states 1/31st.	Accounting Fees do not fall under the description of the mansion as per part ii of schedule 8 and are in fact explicitly listed under part i Schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£22.74
		Elizabeth Walk pay £450 per annum as total (based on their 2017 figures)	Elizabeth walk works out at £32.14 per property for Accounting Fees & BPM works out at £24.79 per property. Also, Bodill Gardens (Portland Place) pay £879 per annum.	
Bank Charges (B427 - B438)	£ 13.00	Respondent charged 1/24th share, Lease states 1/31st.	Bank Charges do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£0.54
		two conflicting amounts offered by Blue: £13 is given on the 2016 summary (A6) on the income and expenditure total on page B420. The invoice list on B421 lists invoices and credits totalling £20.64	£13 is a correct charge. One of the bank credits was omitted from the invoice list hence the difference.	
Buildings Insurance (B439-B440)	£ 6,195.19	Respondent charged 1/24th share, Lease states 1/31st.	Buildings Insurance does not fall under the description of the mansion as per part ii of schedule 8 of the lease and is in fact explicitly listed under part i of schedule 8 (pages 18-19) therefore the full amount is to be paid	£154.00
		Insurance is significantly higher than market rates. The figure includes commission. Neighbouring blocks (not managed by Blue) pay around 1/4 this figure. Elizabeth Walk pay £85.71 per flat per annum and block 18 - 24 Oak Close (via their RTM) pay £57 per flat per annum. *comparisons are based on 2017 figures	See Freeholder Letter who arranges Insurance	
		Please see "Insurance" tab for an inflation adjusted per unit comparable figure for buildings insurance.	See Freeholder Letter who arranges Insurance	
		There is no history of any significant or excessive claims on the insurance at Oak Close identified in the Applicant's bundles.	Please see the insurance excess print out	
Cleaning / Caretaking (B441 - B452)	£ 2,496.00	Respondent charged 1/24th share, Lease states 1/31st.	do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£104
		This equals £104 per flat per annum. Elizabeth Walk (managed by Castle Estates) pay £42.86 per flat per annum for communal cleaning. *comparison made to 2017 figure	Bodill Gardens (Portland Place) pay £9,839 for cleaning and caretaking services which equates to £234 per annum per flat which is significantly higher than BPM. It is also worth noting BPM is a cleaning and caretaking service not cleaning only, therefore we complete changing of light bulbs if required and other "odd jobs" and not just cleaning like Castle Estates offer in the comparison.	
Landscape Gardening / Grounds Maintenance (B508 - B519)	£ 3,504.29	Respondent charged 1/24th share, Lease states 1/31st.	In the annual accounts for all years, landscape gardening was charged equally between 24 leaseholders. As per the terms of the leases, this has now been recalculated and the correct charges for each leaseholder (1/31st) are detailed on the enclosed landscape gardening schedule.	£113.04
		Per annum breakdown of Blue's standard monthly grounds keeping invoices is comparable with Elizabeth Walk rates. The following items are charged separately, over and above the usual annual charge.	It is NOT comparable as Elizabeth walk Grounds Maintenance works out at £128.57 per property & BPM works out at £88.25 on a 24 split or £68 on a 31st split, therefore this is almost double on the estate costs.	
		The £600 charge listed on B423 (Westside Forestry Ltd - ref 8506) has no supporting invoice, or other evidence, in the bundles.	Invoice included - apologies that this was originally omitted.	
		A £186 charge (B521) is made for tree stump work. Given the missing invoice above, we are unable to quantify the validity of this (if it is at all related?)	See above	

		A £79.50 charge (B509) is made for what appears to be works which are covered in the monthly gardening charge list (pruning to ensure pathways clear). Blue charge the estate for removal of green waste, despite having built a dedicated area to house green waste (B262).	As previous regarding additional works required on gardening	
		A £70.79 charge (B520) is made for removing excess sand? This appears to be Blue's own materials which they have stored on site? We query its purpose and this charge.	Sand is not a compostable item and needs to be removed from site	
		Correct proportion of respondent's share not identified, if the Tribunal agree any of the above are a legitimate cost on the whole estate, then the share payable under the Lease would be 1/31st	Agreed - these would be estate works under the terms of the lease	
Electricity (B459-B494)	£ 709.01	Respondent charged 1/24th share of all blocks on estate, should be 1/8 share of metered supply to own block	In the annual accounts for all years, all electricity invoices were charged equally between all leaseholders. As per the terms of the leases. This has now been recalculated and the correct charges for each leaseholder in the block 2 - 16 are detailed on the enclosed electricity schedule	£18.63
Fire Risk Assessment (B507)	£ 240.00	Respondent charged 1/24th share, Lease states 1/31st.	Risk Assessments do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£7.74
Health and Safety Risk Assessment (B507)	£ 240.00	Respondent charged 1/24th share, Lease states 1/31st.	Risk Assessments do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£7.74
		Elizabeth Walk pay £135 per annum to include all risk assessment activity, as opposed to the £480 total charged by Blue. *comparison made to 2017 figure	Within the Elizabeth Walk document produced, the Service Cost 01 July 2017 - 30 June 2018 the Fire Risk Assessment cost £270 for 2 years, however, this doesn't state that it includes the Health & Safety Element of the cost.	
		As demonstrated in submissions of Sep-18, these assessments are done in house by Blue Risk and involve a high degree of repetition year on year. There seems to be a large recurring annual charge with little evidence of any year-on-year change.	Also, budget comparison for Portland Place for Bodill Gardens at Hucknall in Nottingham is £528 for Health & Safety Assessments which is higher than BPM £480 per annum	
Management Fees (B526 - B537)	£ 5,760.00	Respondent charged 1/24th share, Lease states 1/31st.	Management Fees do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£228.00
		Above Market rates for local area	We disagree Re. the market rates for the local area	
		We draw the Tribunal's attention to Blue's catalogue of repeated errors, omissions, miscalculations and attempted corrections, throughout their submissions, as an indication of the quality of their management and service, which hardly seems to justify this fee.	The errors, if any, are minor and usually corrected at a later date. There were some mistakes made while preparing the bundle, but considering that this goes back nearly 10 years it's a lot of work in a short space of time and easy to get minor things wrong. Errors were mainly minor accounting errors and not management	
		Blue charge £240 per flat per annum as opposed to £150 per flat per annum at Elizabeth Walk. The respondent also submits that Elizabeth Walk is better maintained than Oak Close	Bodill Gardens (Portland Place) pay £247 per property (including VAT) which is virtually identical to the fees BPM charge (£240 per property) per annum.	
Emergency Light Testing (B495-B506)	£ 720.00	Respondent charged 1/24th share, Lease states 1/31st.	This is correct as it is a block repair and not an estate repair	£30.00
		As pointed out to the Tribunal, on their site visit Aug-18, no test switch is installed in the respondent's block	as previous, it is in the adjacent block	
		Invoices B441 to B452 (labelled "cleaning/caretaking") includes the task "ensure all lighting is operating correctly" and were alarms installed in the block, this charge includes their inspection.	Caretakers do test the lighting monthly. This charge is for the annual 3 hour drop test that is completed on site. This has to be completed by a trained professional employee	
		During site inspection for Hearing, Antony Howard of Blue Property claimed that the caretaker does this test.	Caretakers do test the lighting monthly. This charge is for the annual 3 hour drop test that is completed on site. This has to be completed by a trained professional employee	
		Given all the above, there should be no additional charge for this activity	Caretakers do test the lighting monthly. This charge is for the annual 3 hour drop test that is completed on site. This has to be completed by a trained professional employee	
Window Cleaning (B453-B458)	£ 1,296.00	As conceded by Blue Property at the original hearing, 6th August 2018, the Lease makes no provision for Managing Agents to charge for window cleaning of individual flats. The Respondent has repeatedly disputed this charge in her correspondence	BPM are now only cleaning communal windows and this is what the leaseholders will be charged for.	£47.28
		Castle Estates make no bespoke provision or charge for window cleaning at all for Elizabeth Walk. We assume this is likely due to them complying with the Lease.	BPM are now only cleaning communal windows and this is what the leaseholders will be charged for.	
Land Registry Fee (B523 - B525)	£ 9.00	Respondent charged 1/24th share, Lease states 1/31st.	This is correct and is not an estate repair listed under part ii of Schedule 8	
		Contains items not relating to respondents block (2 of the 3 charges are for flat 17 which is in a different block). Flat 16 is in the respondent's block.	£5 were charged to all blocks incorrectly	
Repairs and General Maintenance - Please see note at top of page.				

replace lamps 1-7, 17-23 comp 6/11/15 (B538)	£ 30.48	2016 demands charged Respondent 1/24th. Blue have not provided a correcting spreadsheet. Neither of the blocks listed on the invoice are the respondent's block.	These have not been charged to the respondents block and therefore are not part of the proceedings	£0
faulty emergency light fitting - fitted and tested? (B539)	£ 103.87	2016 demands charged Respondent 1/24th. Blue have not provided a correcting spreadsheet. No block at all is identified on Blue's invoice	This was charged to block 2 and therefore is not part of these proceedings	£0
		As this fault occurred in an installation just 12 months old, that was carried out by Blue themselves, this work should not carry a cost to which ever block it was for.	This was charged to block 2 and therefore is not part of these proceedings	
Four parking signs placed on car park (B540)	£ 67.20	2016 demands charged Respondent 1/24th. Blue have not provided a correcting spreadsheet.	Correct - this is an estate repair and should be apportioned as 1/31st	1/31 of £67.20 = £2.17
		Correct proportion of respondent's share not identified. If the Tribunal agree this is a legitimate cost on the whole estate, then the share payable under the Lease would be 1/31st	Correct - this is an estate repair and should be apportioned as 1/31st	
lamps replaced communal area (B541)	£ 17.39	2016 demands charged Respondent 1/24th. Blue have not provided a correcting spreadsheet. According to Blue's invoice the cost relates entirely to another block (19-24)	This was charged to block 2 and therefore is not part of these proceedings	£0
no parking signs (B542)	£ 177.76	2016 demands charged Respondent 1/24th. Blue have not provided a correcting spreadsheet. £35 per hour seems high for this type of work. 4 hours also seems excessive time to position 4 small parking signs in soft ground. This was done in house by Blue Maintenance.	This was an estate repair and has been split equally across all blocks BPM labour is set at £35 per hour across all trades and is a fair market price.	1/31 of £177.76 = £5.73
		Correct proportion of respondent's share not identified. If the Tribunal agree this is a legitimate cost on the whole estate, then the share payable under the Lease would be 1/31st	Correct - this should be apportioned as 1/31st	
timer reset (B543)	£ 42.00	2016 demands charged Respondent 1/24th. Blue have not provided a correcting spreadsheet.	This clearly states timers checked on all blocks, therefore the repairs split is between all 3 blocks.	£0
		Duplicate charge - this activity is covered and invoiced for separately under caretaking	Light testing is on caretaking duties - anything outside of this is chargeable	
replace lamps in communal area (B544)	£ 17.39	2016 demands charged Respondent 1/24th. Blue have not provided a correcting spreadsheet. No block at all is identified on Blue's invoice		1/8 of £17.39 = £2.17
		Duplicate charge - this activity is covered and invoiced for separately under caretaking	Not if we receive a telephone call regarding a light repair outside of the caretaking duties we have a duty to respond and repair a light.	
no parking signs missing - replaced? (B545)	£ 19.80	2016 demands charged Respondent 1/24th. Blue have not provided a correcting spreadsheet. Duplication of other parking sign charges above	This was an estate repair and has been split equally across all blocks. It's not a duplicated charge.	1/31 of £19.80 = £0.64
		This appears to be a re-work / fix of Blue's invoice above (B542)	The sign was missing in front of block 2-15, therefore a new one had to be installed. This work is not related to invoice 32127 (B542) as the work was carried out a few months earlier.	
		Correct proportion of respondent's share not identified. If the Tribunal agree this is a legitimate cost on the whole estate, then the share payable under the Lease would be 1/31st	This would be an estate repair and charged at 1/31st	
emergency lighting installation (B546 & 547)	£ 1,902.51	Respondent charged £84.58 (bundle A page 59) which equals just over 1/22nd of this charge. This does not represent any version of the per-flat charges used by Blue (1/20 or 1/24) or the 1/31st specified in the lease. We have no explanation for this, despite various queries.	The demand was raised based on a quote and it was equally split between all the flats. The total quoted was £2030. A detailed explanation to the respondent's queries was provided in a letter sent to respondent on 07/09/2015. A copy is enclosed.	1/8 of 1/3 of £1902.51 = £79.27
		At the previous hearing 8th August 2018, the Tribunal directed Blue to confirm the cost of installing emergency lighting in the respondent's block. Blue Property not only failed to comply, but attempted to claim emergency lighting had been installed in 2011.	as previously stated the lighting was installed	
credit of above emergency lighting (B548 & 549)	-£ 2,037.51	issued against invoice 29238 (B391a to B392). This credit was issued because Blue had raised a duplicate invoice (391a & 392).	Invoice 29238 (B391a to B392) was credited in full and reinvoiced for a slightly smaller amount of £1902.51	£0
Investigate roof (B550)	£ 348.00	2016 demands charged Respondent 1/24th. Blue have not provided a correcting spreadsheet. No block at all is identified on Blue's invoice	From 2016 onwards (spreadsheet in bundle C) ALL repairs have been split to the correct block and the I & E at the year end reflects this.	Imprecise £0
		£348 is invoiced in house by Blue Maintenance, however it appears no actual work was carried out.	It is a call out and work was completed to make safe the roof. On the job sheet it identifies: stripped section of affected roof and reinstated lathe and felt and replaced pan tiles	
Investigate roof (B551)	£ 348.00	appears to be duplicate of line above - credited 36398 (B555)	Correct, the invoice was raised twice hence the credit note	Imprecise £0
corridor light reported not working - installed new fitting (B552)	£ 69.73	2016 demands charged Respondent 1/24th. Blue have not provided a correcting spreadsheet. Invoice states this is within the respondent's block	This is correct and has been charged to the correct block (3)	1/8 of £69.73 = £8.71
front entrance paint flaking - sanded and glossed (B553)	£ 74.69	2016 demands charged Respondent 1/24th. Blue have not provided a correcting spreadsheet. No block at all is identified on Blue's invoice	This repair was for block 2-16 (door for 2-8) but was charged to all blocks so this needs re-allocating to block 3 only.	Imprecise £0

damp issue reported - checked drains fitted new connector (B554)	£ 258.19	2016 demands charged Respondent 1/24th. Blue have not provided a correcting spreadsheet. No block at all is identified on Blue's invoice	This was an estate repair and split across all blocks	1/31 of £258.19 = £8.33
credit 36398 - 34403 (B555)	-£ 348.00	see B551 above	No comment required	
blocked gutters - inspected unblocked (B556)	£ 189.00	2016 demands charged Respondent 1/24th. Blue have not provided a correcting spreadsheet. No block at all is identified on Blue's invoice	This is a gutter inspection on all 3 blocks and was therefore split correctly between all 3 blocks and is not an estate repair but a block repair.	1/24 = £7.88
supplied door mats, lining (B557)	£ 215.50	2016 demands charged Respondent 1/24th. Blue have not provided a correcting spreadsheet. No block at all is identified on Blue's invoice	This invoice relates to block 3 and was incorrectly charged to the estate.	1/8 of 1/3 of £215.40 = £8.98
		3.5 hours at £35 per hour billed in house by Blue Maintenance for sticking down 4 door mats seems excessive (both hours and rate)	Labour includes visit to the site, checking what is required, going to B&Q (approx 15min one way) to purchase the materials and returning to the site to install the mats using the adhesive.	
relayed 8m of slabs with slabs already on site (B558)	£ 491.71	2016 demands charged Respondent 1/24th. Blue have not provided a correcting spreadsheet.	This was an estate pathway repair and should have been charged as 1/31st	1/31 of £491.71 = £15.86
		The invoice does not clearly quantify all elements of this charge. Have Blue charged £335 Labour (in house) for relaying a few existing slabs? This seems expensive if so.	8 sq meters of paving lifted, tree roots removed and slabs re-layed straight and level. Labour - two men one day job. Materials: sand and cement as detailed on the invoice	
		Correct proportion of respondent's share not identified. If the Tribunal agree this is a legitimate cost on the whole estate, then the share payable under the lease would be 1/31st	This was an estate pathway repair and should have been charged as 1/31st	
replaced 4 door mats (brush type) (B559)	£ 176.57	2016 demands charged Respondent 1/24th. Blue have not provided a correcting spreadsheet. Block 1-15 identified on Blue's invoice	This has been charged to block 1 and therefore not part of these proceedings	£0
		2.5 hours at £35 per hour billed in house by Blue Maintenance for sticking down (we think 4?) door mats seems excessive (both hours and rate)	This has been charged to block 1 and therefore not part of these proceedings	
replaced 2 door mats (brush type) (B560)	£ 230.24	2016 demands charged Respondent 1/24th. Blue have not provided a correcting spreadsheet. Blocks 18-24 and 17-23 (which are 2 separate blocks) are identified on Blue's invoice	This has been charged to block 2 and is therefore not part of these proceedings	£0
		4 hours at £35 per hour billed in house by Blue Maintenance for sticking down door mats seems excessive (both hours and rate)	This has been charged to block 2 and is therefore not part of these proceedings	
internal repair - flat window work (B561)	£ 150.00	2016 demands charged Respondent 1/24th. Blue have not provided a correcting spreadsheet.	This has been charged to block 1 and is therefore not part of these proceedings	£0
		This is an internal repair, identified as being flat 15 - not the respondent's block.	This has been charged to block 1 and is therefore not part of these proceedings	
replace latch on communal door handle (B562)	£ 37.50	2016 demands charged Respondent 1/24th. Blue have not provided a correcting spreadsheet.	This has been charged to block 1 and is therefore not part of these proceedings	£0
		This is identified as block 9-15 - not the respondent's block	This has been charged to block 1 and is therefore not part of these proceedings	
1 ridge tile reset on roof (B563)	£ 146.07	2016 demands charged Respondent 1/24th. Blue have not provided a correcting spreadsheet.	This has been charged to block 2 and is therefore not part of these proceedings	£0
		This is identified as block 18-24 - not the respondent's block	This has been charged to block 2 and is therefore not part of these proceedings	
		£35 per hour for 3 hours invoiced in house by Blue Maintenance. This seems excessive for resetting 1 tile with cement	This has been charged to block 2 and is therefore not part of these proceedings	
Re-work to an earlier roof repair (B564)	£ 1,341.18	2016 demands charged Respondent 1/24th. Blue have not provided a correcting spreadsheet.	This has been charged to block 3 and it has been charged to the respondents block correctly.	Allow £1000. 1/8 of £1000 = £125
		This work is identified on the Blue Maintenance invoice as being for flat 4, which is part of the respondent's block	Flat 4 IS PART of the respondents block. Please see previous comments on the make up of the 3 blocks as per the lease.	
		Please cross reference with invoice B382 & B383. Blue Maintenance charged a similar amount against the respondent's block the previous year for roofing works at flat 4. Their invoice claims to have remedied the problem - "left in working order". The respondent would not expect therefore to endure a repeat cost of this work in so short a time.	We have attended a number of different areas on the same roof over the period of management, we cannot afford to strip the whole roof and tackle the problem as a whole so we deal with the patch repairs as they come up.	
ridge tile 10 - 16 rebedded with resin (B565)	£ 128.83	2016 demands charged Respondent 1/24th. Blue have not provided a correcting spreadsheet.	This has been charged to block 3 and it has been charged to the respondents block correctly.	1/8 of £128.83 = £16.10
		This work is listed as "10-16" in the Blue Maintenance invoice. This does refer to the respondent's block.	This has been charged to block 3 and it has been charged to the respondents block correctly.	
		2.5 hours at £35 per hour seems excessive to replace just one tile. This job was done by Blue Maintenance	This time will include erecting small scaffolding tower to comply with health and safety regulations and the take down of the ladder plus fixing and collecting the tile	
Internal damp issue (B566)	£ 180.00	2016 demands charged Respondent 1/24th. Blue have not provided a correcting spreadsheet.	This has been charged to block 3 and it has been charged to the respondents block correctly.	1/8 of £180 = £22.50
		This invoice from Blue Maintenance references flat 6 which is in the respondent's block	This has been charged to block 3 and it has been charged to the respondents block correctly.	
		No work was actually done. Blue Maintenance have invoiced 2.5 hours at £60 per hour for simply investigating a problem	This was for tracing a leak	

NB - It is important to remember that demands are an estimate for repairs as a total for the mansions. This will be analysed and split accordingly at year end

		This arises from internal repair issues so we question how a cost has been levied on the service charge, particularly given no action was taken	It would have fell below the insurance excess, the leaseholder would have been able to claim on the buildings insurance however the cost was too small	
Arrears admin charges (listed on AB & A9) - Invoices not included in bundles			Copies enclosed	
Blue Ref 604	£ 50.00	Invoice not included in bundles. Applied unfairly. The respondent's account was not in arrears, she had disputed service charges in writing	A copy of the demand enclosed. The dispute was replied to by BPM on 15/01/2016 and the respondent was given until 22/01/2016 to settle the arrears. As the settlement was not received, the arrears were chased again on 28/01/2016 and this time incurred an admin charge for none payment. The charge was applied correctly and is payable.	£0

Disputed Service Charges S/C Year Ended 31/12/2017

Case Reference: BIR/OOCS/LIS/2018/0011

Property: Flat 14 Oak Close, Gospel Oak, Tipton, DY4 0AY

NB11 - The 14 Oak Close Income and Expenditure Summary in bundle A (page 6) lists the 2017 Service Charge budget calculation figures for each item of expenditure.

The money the Applicant seeks to recover for 2017 is the entirety of the budgeted service charge (see service charge invoices A48/A49). Actual expenditure invoices are to be found in bundle C, supplied to the Tribunal and the Respondent at the commencement of the original hearing on 08/08/2018 but, to date (25/06/2019), the Applicant has issued no balancing charge invoice/credit to correct any discrepancy or difference. Therefore below, the respondent comments not just on the amount of money Blue have demanded, but on actual expenditure incurred according to bundle C.

Item / Bundle Page Reference	Cost	Respondent's Comments	Applicant's Comments	Tribunal Decision
Accountants Fee (C43 - C45 inclusive)	£ 596.00	Respondent charged 1/24th, Lease states 1/31st.	Accounting Fees do not fall under the description of the mansion as per part ii of schedule 8 and are in fact explicitly listed under part i Schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£25.37
		As declared in bundle C page 37 and C38, actual expenditure in accounts is £608.80. Difference not adjusted, as noted above.	Balancing credit was not issued due to ongoing proceedings	
		Elizabeth Walk pay £450 per annum as total (based on their 2017 figures)	Elizabeth walk works out at £32.14 per property for Accounting Fees & BPM (including certification) works out at £27.29 per property. Also, Bodill Gardens (Portland Place) pay £879 per annum.	
Bank Charges (C45A - C45D)	£ 85.00	Respondent charged 1/24th share, Lease states 1/31st.	Bank Charges do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£1.66
		As declared in bundle C page 37 and C38, actual expenditure in accounts is £39.79. Difference not adjusted, as noted above.	Balancing credit was not issued due to ongoing proceedings	
Buildings Insurance (C46 - C48)	£ 6,500.00	Respondent charged 1/24th share, Lease states 1/31st.	Buildings Insurance does not fall under the description of the mansion as per part ii of schedule 8 of the lease and is in fact explicitly listed under part i of schedule 8 (pages 18-19) therefore the full amount is to be paid	£163.00
		As declared in bundle C page 37 and C38, actual expenditure in accounts is £5,958.61. On C38 (bottom right) Blue offer a third figure for 2017 insurance of £1,420.76, which appears to be a calculation error. Difference not adjusted, as noted above.	Insurance premium for the year was lower than the budgeted one	
		Insurance is significantly higher than market rates. The figure includes commission. Neighbouring blocks (not managed by Blue) pay around 1/4 this figure. Elizabeth Walk pay £85.71 per flat per annum and block 18 - 24 Oak Close (via their RTM) pay £57 per flat per annum.	See Freeholder Letter who arranges Insurance	
		Please see "Insurance" tab for an inflation adjusted per unit comparable figure for buildings insurance.	See Freeholder Letter who arranges Insurance	
		There is no history of any significant or excessive claims on the insurance at Oak Close identified in the Applicant's bundles.	Please see the insurance excess print out	
Cleaning Communal Areas (C49-C60 inclusive)	£ 2,496.00	Respondent charged 1/24th share, Lease states 1/31st.	do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£104.00
		This equals £104 per flat per annum. Elizabeth Walk (managed by Castle Estates) pay £42.86 per flat per annum for communal cleaning.	Bodill Gardens (Portland Place) pay £9,839 for cleaning and caretaking services which equates to £234 per annum per flat which is significantly higher than BPM. It is also worth noting BPM is a cleaning and caretaking service not cleaning only, therefore we complete changing of light bulbs if required and other "odd jobs" and not just cleaning like Castle Estates offer in the comparison.	
Landscape Gardening / Grounds Maintenance (C123-134)	£ 2,568.00	Respondent charged 1/24th share, Lease states 1/31st.	In the annual accounts for all years, landscape gardening was charged equally between 24 leaseholders. As per the terms of the leases, this has now been recalculated and the correct charges for each leaseholder (1/31st) are detailed on the enclosed landscape gardening schedule.	£82.84
		Per annum breakdown comparable with Elizabeth Walk rates	It is NOT comparable as Elizabeth walk Grounds Maintenance works out at £128.57 per property & BPM works out at £88.25 on a 24 split or £68 on a 31st split, therefore this is almost double on the estate costs.	
Electricity (C61 - C121)	£ 600.00	Respondent charged 1/24th share of all blocks on estate, should be 1/8th share of metered supply to own block	In the annual accounts for all years, all electricity invoices were charged equally between all leaseholders. As per the terms of the leases. This has now been recalculated and the correct charges for each leaseholder in the block 2 - 16 are detailed on the enclosed electricity schedule.	£23.88

		As declared in bundle C page 37 and C39, actual expenditure in accounts is £486. Difference not adjusted, as noted above.	This is due to accruals and prepayments. When preparing accounts the first and the last invoice for the year is usually split between the years depending on the period that it covers. The payments listed on the enclosed electricity schedule shows what was the actual cost for this block.	
Fire Risk Assessment (C122)	£ 240.00	Respondent charged 1/24th share, Lease states 1/31st.	Risk Assessments do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£7.74
Health and Safety Risk Assessment (C122)	£ 240.00	Respondent charged 1/24th share, Lease states 1/31st.	Risk Assessments do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£7.74
		Elizabeth Walk pay £135 per annum to include all risk assessment activity, as opposed to the £480 total charged by Blue.	Within the Elizabeth Walk document produced, the Service Cost 01 July 2017 - 30 June 2018 the Fire Risk Assessment cost £270 for 2 years, however, this doesn't state that it includes the Health & Safety Element of the cost.	
		As demonstrated in submissions of Sep-18, these assessments are done in house by Blue Risk and involve a high degree of repetition year on year. There seems to be a large recurring annual charge with little evidence of any year-on-year change.	Also, budget comparison for Portland Place for Bodill Gardens at Hucknall in Nottingham is £528 for Health & Safety Assessments which is higher than BPM £480 per annum	
Management Fees (C135 - 147)	£ 5,760.00	Respondent charged 1/24th share, Lease states 1/31st.	Management Fees do not fall under the description of the mansion as per part ii of schedule 8 of the lease (pages 18-19) therefore the full amount is to be paid	£234.00
		Above Market rates for local area	We disagree Re. the market rates for the local area	
		We draw the Tribunal's attention to Blue's catalogue of repeated errors, omissions, miscalculations and attempted corrections, throughout their submissions, as an indication of the quality of their management and service, which hardly seems to justify this fee.	The errors, if any, are minor and usually corrected at a later date. There were some mistakes made while preparing the bundle, but considering that this goes back nearly 10 years it's a lot of work in a short space of time and easy to get minor things wrong. Errors were mainly minor accounting errors and not management	
		Blue charge the estate £240 per flat per annum as opposed to £150 per flat per annum at Elizabeth Walk. The respondent also submits that Elizabeth Walk is better maintained than Oak Close	Bodill Gardens (Portland Place) pay £247 per property (including VAT) which is virtually identical to the fees BPM charge (£240 per property) per annum.	
		As declared in bundle C page 37 and C40, actual expenditure in accounts is £5680. Difference not adjusted, as noted above.	The total amount charged and accounted for is £5680, therefore the amount is correct and consistent within the bundle. £5760 was the budget for all four blocks, but the RTM block took charge at the end of November and therefore the charge for December was adjusted accordingly.	
Emergency Light Testing (C148-160)	£ 720.00	Respondent charged 1/24th share, Lease states 1/31st.	This is correct as it is a block repair and not an estate repair	£30.00
		As pointed out to the Tribunal, on their site visit Aug-18, no test switch is installed in the respondent's block	Answered previously	
		As declared in bundle C page 37 and C40/C41, actual expenditure in accounts is £710. Difference not adjusted, as noted above.	The actual cost was £710 and that's what was accounted for. Where did £720 come from? The cost for December 2017 was £50, not £60 due to RTM Block.	
		Invoices C49 to C60 (labelled "cleaning" above but called "caretaking" in previous years) includes the task "ensure all lighting is operating correctly" and if alarms are installed in the block, this charge includes their inspection.	Caretakers do test the lighting monthly. This charge is for the annual 3 hour drop test that is completed on site. This has to be completed by a trained professional employee	
		During site inspection for the 2018 hearing, Antony Howard of Blue Property claimed that the caretaker does this test.	Caretakers do test the lighting monthly. This charge is for the annual 3 hour drop test that is completed on site. This has to be completed by a trained professional employee	
		Given all the above, there should be no additional charge for this monthly test activity	Caretakers do test the lighting monthly. This charge is for the annual 3 hour drop test that is completed on site. This has to be completed by a trained professional employee	
Window Cleaning (C161-C164)	£ 1,296.00	Respondent charged 1/24th		£31.52
		As conceded by Blue Property at the original hearing, 8th August 2018, the Lease makes no provision for Managing Agents to charge for window cleaning of individual flats. The Respondent has repeatedly disputed this charge in her correspondence.	BPM are now only cleaning communal windows and this is what the leaseholders will be charged for.	
		As declared in bundle C page 37 and C41, actual expenditure in accounts is £864. Difference not adjusted, as noted above.	BPM are now only cleaning communal windows and this is what the leaseholders will be charged for.	
		Castle Estates make no bespoke provision or charge for window cleaning at all for Elizabeth Walk. We assume this is likely due to them complying with the Lease.	BPM are now only cleaning communal windows and this is what the leaseholders will be charged for.	
Land Registry Fee (C165 - 167)	£ -	Blue include a £9.00 cost in the 2017 income and expenditure (C37) and invoice list (C41). As this item was not originally part of the service charge budget, and as noted above no balancing charge has been issued, the respondent has not been charged for this item.	Balancing credit was not issued due to ongoing proceedings	
		If the Tribunal rules this item is chargeable to the estate as a whole, the respondent's share is 1/31st under the lease, however searches are not relating to respondents block (flats 23, 24 and "freehold title") therefore she does not believe any charge should be applicable.	This is correct and is not an estate repair listed under part ii of Schedule 8	

Repairs and General Maintenance Actually Demanded	£ 4,000.00	In their original service charge budget for 2017, the applicant charged the respondent a 1/24th share of this £4,000 sum, which was set for the whole of Oak Close. There are no copies of budgets in the applicant's bundles. At the original hearing, on 08/08/2018, the Tribunal directed the applicant to supply copies of the service charge budgets. The budget Blue supplied for 2017, in their submission dated 18th September 2018 (page 11), is NOT the budget that was sent to the applicant and other leaseholders on 30/11/2016. The copy of the budget supplied to the Tribunal has been altered, and thus differs from the original, despite maintaining the same dated covering letter. The revised 2017 version was sent to the respondent (and other leaseholders) AFTER the hearing on 10/8/2018. Both versions are attached to the covering letter accompanying these schedules.	A revised budget is exactly the same as the original one, the only difference is that £4000 were split between the blocks. It did not change the amounts, only divided £4000 between the blocks depending on their sizes. Block 2-16 share of £4000 is £1333.36 Flat 14 share for the repairs based on the original budget was £166.67 (£4000/24), and the revised one £166.67 (£1333.36/8)	
		Blue demanded 4.1667 % (1/24th) of this £4,000 budget, so they have demanded £166.67 from the respondent.	No comment required	
Repairs and General Maintenance Items as Identified in Bundle C		The items below, as identified in bundle C, are actual maintenance expenditure. We dispute the validity or the reasonableness of these items as listed below. If any amounts are deemed payable by the Tribunal, the difference between this sum and the £166.67 demanded should be credited to the respondent.	See each item for comments	
Removal of waste from site (C168, duplicated C174, C178, C184)	£ 42.00	Original 2017 demands charged respondent 1/24th of all block repairs across Oak Close. In bundle C page 41 Blue allocate £14.00 of this charge to the respondent's block, without revising the sum demanded.	This invoice is included in each block's repairs, hence four copies. As previously stated - the balancing credit was not issued due to ongoing proceedings	1/31 of £42 = £1.35
		Invoice description "removed dumped furniture blocking access to bin area" which suggests block 17-23 or 18-24, as they are the only blocks with such an area. Blue have not recorded which block's bin area this was, so have split cost equally between all blocks.	The furniture could have been dumped by a resident from any block, therefore it's been split correctly between the blocks	
		Correct proportion of respondent's share not identified. As a block cost, it should have been allocated to the block whose bin area was attended to. If the Tribunal believe this is a legitimate cost on the whole estate, then the share payable under the Lease would be 1/31st.	The items were dumped by a resident from one of the blocks (not necessarily by those whose bin area that is, as the other blocks use wheelie bins and would not accommodate larger items) so it's a block expenditure and was split between the flats equily.	
Removal of waste from site (C169, duplicated C175, C179, C185)	£ 84.00	Original 2017 demands charged respondent 1/24th of all block repairs across Oak Close. In bundle C page 41 Blue allocate £28.00 of this charge to the respondent's block, without revising the sum demanded.	This invoice is included in each block's repairs, hence four copies. As previously stated - the balancing credit was not issued due to ongoing proceedings	1/31 of £84 = £2.71
		Invoice does not specify whether this related to rubbish in a specific block's communal area or rubbish on shared estate grounds.	As above, it's impossible to know which resident has dumped the rubbish, therefore the cost was split between all the flats equally	
		Correct proportion of respondent's share not identified. If this was a block cost, it should have been allocated to the block from where rubbish was removed. If the Tribunal believe this is a legitimate cost on the whole estate, then the share payable under the Lease would be 1/31st	It's not an estate cost as the rubbish was dumped by one of the residents from one of the blocks. As it's not clear which block it relates to all blocks were charged an appropriate share of the cost.	
Reversal of credit (C173, duplicated C176, C182, C186)	£ 266.91	Original 2017 demands charged respondent 1/24th of all block repairs across Oak Close. In bundle C page 41, Blue allocate £88.97 of this charge to the respondent's block, without revising the sum demanded.	Irrelevant, please see below	£0
		There is no "credit 39175" in the bundles. We believe the credit being reversed is number 31100 (bundle A page 363). The invoice this relates to was a duplication, as noted previously in the 2012 schedule. The original work relating to this invoice was connected to flat 17 and nothing to do with the respondent's block.	Correct, the reversal relates to credit note No 31100. Unfortunately we are not able to trace a reason for the reversal of this credit note, therefore we conseed it.	
		This cost is being reinstated without explanation (four and a half years after the invoice it relates to was issued) and in contradiction to the bundle C spreadsheet page 29-36.	See above	
Replaced lamp in communal area (C177)	£ 17.39	Original 2017 demands charged respondent 1/24th of all block repairs across Oak Close. In bundle C page 41, Blue allocate this charge entirely to the respondent's block, which is the block identified on the invoice.	This was correctly charged to the respondents block (3)	1/8 of £17.39 = £2.17
		Routine bulb change item for which labour is already charged within caretaking duties, which include "ensure all lighting is operating correctly". No date given for work or callout.	If a resident called outside of caretaking duty hours then BPM have a duty of care to those residents to repair the lighting.	
Jason Grey - general repairs (C29) * Bundle C spreadsheet listing only	£ 160.00	This charge, dating back to 1/7/2008 (before Blue were appointed managing agents), only appears in the bundle C spreadsheet recalculation and is allocated to block 1-15. There is no supporting invoice present anywhere in the bundles.	This was charged to block 1 and not the respondents block (3) and is therefore not part of these proceedings	£0
		The fact this charge is identified at all, and reallocated in Blue's spreadsheet, suggests the respondent has at least been partially charged in previous years' demands, although Blue make it wholly unclear when this charge may have been applied.	This was charged to block 1 and not the respondents block (3) and is therefore not part of these proceedings	

Year	Blue Property Actual Charge - *Gross figure for estate given. Supplied to calculate allowance for inflation		Castle Estates Charge for Elizabeth Walk - *PER UNIT FIGURE - 2017 figure is an actual charge, previous years are adjusted at the same inflation rate used by Blue	
2009	£	3,092.70	£	40.78
2010	£	3,174.33	£	41.86
2011	£	3,391.41	£	44.72
2012	£	3,950.57	£	52.09
2013	£	4,793.42	£	63.21
2014	£	5,669.00	£	74.75
2015	£	5,895.89	£	77.74
2016	£	6,195.19	£	81.69
2017	£	6,500.00	£	85.71