



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

**Case reference** : **LON/00BG/LSC/2018/0057**

**Property** : **402 Ashmore House North, 40  
Violet Road, London E3 3QQ**

**Applicant** : **Ms Svetlana Prokhorova**

**Representative** : **In person**

**Respondents** : **Clarion Housing Association  
Limited (1)  
Berkeley Seventy-Seven Limited (2)**

**Representative** : **Ms Sian Evans (Solicitor) for the 1<sup>st</sup>  
Respondent**

**Type of application** : **Liability to pay service charges**

**Tribunal members** : **Mr Jeremy Donegan (Tribunal  
Judge)  
Mr Luis Jarero BSc FRICS (Valuer  
Member)  
Mr Clifford Piarroux JP CQSW (Lay  
Member)**

**Venue** : **10 Alfred Place, London WC1E 7LR**

**Date of hearing** : **25 November 2019**

**Date of decision** : **09 January 2020**

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**DECISION**

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## **Decisions of the Tribunal**

**The Tribunal makes the determinations set out at paragraphs 42-44 of this decision.**

### **Background and procedural history**

- (1) This decision supplements the Tribunal's corrected decision dated 03 April 2019 ('the 2019 Decision'), made in proceedings ('the 2018/19 Proceedings') under section 27A of the Landlord and Tenant Act 1985 ('the 1985 Act'). This decision should be read in conjunction with the 2019 Decision. Throughout this decision the first respondent is referred to as R1 and the second respondent as R2. References in square brackets are to paragraphs in the 2019 Decision.
- (2) The background is largely set out in the 2019 Decision. The applicant holds an underlease of 402 Ashmore House North, 41 Violet Road, London E3 3QQ ('the Flat'), which is within a purpose-built block referred to as A4 and D1 Caspian Wharf ('the Building'). The Building comprises 4 'houses': Ashmore House North (10 flats), Ashmore House South (28 flats), Coulson House (2 flats) and Leonard House (4 flats).
- (6) R1 is the applicant's immediate landlord and holds a superior lease of the Building. Its interest was registered at HM Land Registry on 20 March 2018, following a takeover of the previous landlord, Old Ford Housing Association ('OFHA'). R2 is R1's immediate landlord and holds a superior lease of apartments within buildings at Site A Caspian Wharf, including the Building.
- (7) The applicant pays her service charges to R1 but some of these are based on charges demanded from R1 by R2. The managing agents for the Building and the wider estate are Rendall & Rittner ('R&R').
- (8) There have been previous First-tier Tribunal ('F-tT') proceedings concerning the service charges at Ashmore House North. These were pursued by the applicant and the leaseholders of Flats 301, 302, 401 and 502 ('the 2015 Proceedings') against OFHA and were the subject of a decision dated 26 November 2015 ('the 2015 Decision').
- (9) The applicant appealed part of the 2015 Decision and the Upper Tribunal ('UT') remitted the case back to the F-tT in a decision dated 12 October 2016 ('the UT Decision'). The case was withdrawn on 12 September 2017, after the applicant and OFHA agreed settlement terms.
- (10) The 2018/19 Proceedings were heard on 18 and 19 February 2019. The applicant appeared in person with Ms Evans appearing for R1 and Mr Simon Allison appearing for R2. The applicant succeeded on four out of eight issues. The Tribunal capped R1's in-house management and administration fees to the sums claimed for management fees only [94]. It determined that the applicant's contributions to 2015/16 and

2016/2017 lift cost were not currently payable [111] and the Building costs and Estate contribution must be apportioned between all 44 flats in the Building, based on floor area [123]. It also determined that the budgeted service charge expenditure for 2017/18 must be apportioned between all 44 flats, based on floor area [131].

- (11) The Tribunal was unable to quantify three of the determined items being the lift cost apportionments/contributions, the Building costs and Estate contribution apportionments and the apportionment of the budgeted service charge expenditure for 2017/18. It gave further directions on 17 June 2019 (amended on 08 July 2019) and listed the case for a quantum hearing on 25 November 2019.
- (12) By letters dated 21 and 26 April 2019, the applicant applied for costs orders under Rule 13(1)(b) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ('the 2013 Rules'). That application was refused by the Tribunal in a decision dated 21 October 2019 ('the Costs Decision'). The applicant applied for permission to appeal the Costs Decision on 01 November 2019 and that application was refused on 26 November.
- (13) On 12 November 2019 the applicant filed and served a notice of withdrawal (dated 08 November), pursuant to rule 22(1) of the 2013 Rules. This explained that she would "*proceed to Magistrates Court instead.*" At the request of the Tribunal, the applicant provided clarification in a letter dated 14 November. She explained that the notice related solely to the service charge application and not her application for permission to appeal the Costs Decision, which was outstanding at the time.
- (14) The solicitors for R1 and 2 both filed written representations on the proposed withdrawal, on 19 November. R1 opposed the withdrawal. R2 did not but suggested that greater consideration and weight be given to R1's representations.
- (15) In a letter dated 20 November the Tribunal notified the parties that it did not consent to the withdrawal of the section 27A application and would proceed with the quantum hearing on 25 November.
- (16) The relevant legal provisions are set out in the appendix to this decision.

### **The quantum hearing**

- (17) The quantum hearing took place on 25 November 2019. The applicant appeared in person and Ms Evans appeared for R1. R2 did not appear and was not represented. At paragraph 49 of the Costs Decision, the Tribunal expressed its view that there was no need for any evidence or submissions from R2.

- (18) The applicant produced a hearing bundle in accordance with the directions. This included copies of the applicant's skeleton argument, R1's calculations of the adjusted service charges, the parties' statements of case and appendices, the 2015 and 2019 Decisions, the directions from the 2018/19 Proceedings and various other relevant documents.
- (19) At the start of the hearing, the Judge stressed that the Tribunal would simply be quantifying the service charges determined in the 2019 Decision and would not be revisiting issues that had already been decided. He suggested that R1 should present its case first and explain the adjusted service charge figures. The applicant could then respond and set out her position. This suggestion was supported by Ms Evans but opposed by the applicant, who wished to go first. The Tribunal deliberated during a short adjournment and the Judge then informed the parties that the applicant would go first.
- (20) The applicant's oral submissions took up the remainder of the morning session. After the lunch adjournment, the Tribunal heard from Mr Adrian Shaw, the Head of Service Charges for the Clarion Group and Ms Evans.

### **The issues**

- (21) The adjusted service charges to be quantified by the Tribunal are:
- (a) staffing costs for 2015/16 and 2016/17 [110 and 123];
  - (b) lift costs for 2015/16 and 2016/17 [111 and 117];
  - (c) The Building costs and Estate contribution for 2015/16 and 2016/17 [123 and 124]; and
  - (d) The service charge budget for 2017/18 [131 and 132].
- (22) When deciding these issues, the Tribunal had regard to all the documents in the hearing bundle together with the oral submissions from the applicant, Ms Evans and Mr Shaw. It also considered electronic copies of Mr Shaw's service charge calculations, including an adjusted service charge budget for 2017/18, filed by R1's solicitors on 26 November 2019 (see paragraph 34, below).

### **The applicant's case**

- (23) The applicant's case was helpfully summarised in her skeleton argument, dated 28 October 2019. She also relied on a statement of case dated 12 August 2019.

- (24) The applicant's oral submissions largely focused on the various service charge accounts provided by R&R. She also referred to various paragraphs in the 2019 Decision, including 49, 66, 121 and 127, stressing that the Tribunal had been critical of the presentation of the accounts and R1's explanation of the service charge apportionments.
- (25) The applicant explained that she had recently requested service charge summaries from R1, for 2015/16, 2016/17, 2017/18 and 2018/19, pursuant to section 21 of the 1985 Act. These requests were made to enable her to calculate the adjusted service charges for the Flat. She was dissatisfied with R1's responses and has now initiated a private prosecution in the Magistrates Court, pursuant to section 25. In her oral submissions, she said she should have made section 21 requests "*at the very beginning*".
- (26) When analysing the service charge accounts, the applicant focused on the apportionments used by R&R. These were detailed in a document headed "*Berkeley Homes Instruction – Caspian Wharf Development*". The applicant also relied on guidance notes from R&R that accompanied a service charge estimate for the year ended March 2014.
- (27) The applicant's specific criticisms of the accounts can be summarised as follows:
- (a) CASPIAN WHARF (SITE A) – ESTATE RESIDENTIAL: these only cover Site A and omit Sites B and C. They do not show the total expenditure and it is not possible to assess if R&R's apportionment is reasonable.
  - (b) CASPIAN WHARF (SITE A) – BUILDING D: these cover Ashmore House North, Leonard House, Gregale House and Levanter House. Gregale and Levanter Houses do not form part of the Building and expenditure for these blocks is not recoverable from the applicant.
  - (c) CASPIAN WHARF (SITE A) – BLOCK A – BUILDING COSTS (RESIDENTIAL): these cover two flats at Ashmore House North (Go1 and 101) and all of Ashmore House South, Coulson House and Maestro House. Again, Maestro Houses does not form part of the Building and expenditure for this block cannot be recovered from the applicant.
  - (d) CASPIAN WHARF HOUSING ASSOCIATION – ASHMORE HOUSE NORTH (D1): these relate to internal costs and cover Ashmore House North, Gregale House and Levanter House. Again, expenditure for the latter two blocks cannot be recovered from the applicant. Further, the accounts do not include Ashmore House South and it is not possible to identify the

internal costs attributable to Ashmore House as a whole (North and South).

- (e) CASPIAN WHARF HOUSING ASSOCIATION – LEONARD HOUSE (D1): there is a separate account for internal costs at Leonard House, even though it is part of the Building.
  - (f) CASPIAN WHARF HOUSING ASSOCIATION – ASHMORE HOUSE SOUTH (A4): these cover internal costs for Ashmore House South and Maestro House. Expenditure for the latter cannot be recovered from the applicant.
  - (g) CASPIAN WHARF HOUSING ASSOCIATION – COULSON HOUSE (A4): there is also a separate account for internal costs at Coulson House, even though it is part of the Building.
- (28) The applicant submitted that she was unable to work out the expenditure attributable to the 44-flat Building, as she had not been supplied with the necessary service charge information or vouchers. When asked by the Tribunal, she suggested that revised accounts be produced that just showed the expenditure attributable to the Building or the social housing flats.
- (29) The applicant also relied on R&R's guidance notes on the staffing costs. These refer to four concierge providing cover 24 hours a day, 7 days a week (total 168 hours). R&R have allocated 14 hours per week of concierge wages to the affordable housing units in Blocks A and D. This equates to 8% of the total hours.
- (30) Paragraph 26 of the 2015 Decision provided that concierge costs were not recoverable from the applicants to the 2015 Proceedings. R1 implemented this determination by reducing staffing costs for the Building by 50%. The Applicant submitted that this reduction was insufficient, given that R&R only allocated 8% of the concierge wages to the affordable units. She had analysed the staffing costs and concluded that there was a substantial overcharge. Her solution was the production of dedicated accounts for staffing costs, identifying the costs by staff type, which could then be apportioned by property type and floor area.
- (31) The Tribunal reminded the applicant that the 50% reduction in staffing costs had been approved in the 2019 Decision [112 and 113] and could not be reopened.
- (32) In her statement of case, the applicant made various additional criticisms of the R&R accounts. She also alleged fraud on the part of R1 and collusion between R1, R2 and R&R. She submitted that R1 should have produced revised accounts to implement the 2015 and 2019

Decisions and its failure to do so meant that no sums were payable for the adjusted service charges.

### **R1's case**

- (33) R1 relied on a long email from Mr Shaw to the applicant dated 24 April 2019 and accompanying spreadsheets together with a response to the applicant's statement of case. Mr Shaw took the Tribunal through the spreadsheets, with input from Ms Evans. He confirmed that R1 had based its calculations on the existing service charge accounts, provided by R&R. He suggested that the relevant information could be extracted from these accounts and there was no need to produce amended accounts. In the case of internal costs for the Building, R1 had implemented the reasoning in the 2019 Decision [116, 124 and 132] by consolidating the figures for individual cores before working out the Flat's contribution.
- (34) R1 had used the actual, rather than budgeted, service charge figures for 2017/18. This is because the end of year accounts were produced after the commencement of the 2018/19 Proceedings. However, the Tribunal had determined the 'payability' of the budget in the 2019 Decision [128-134]. This means the adjustments should be made to the budgeted figures. Mr Shaw explained that he had supplied the applicant with adjusted budget calculations but these were not in the hearing bundle. At the Judge's request, R1's solicitors supplied the Tribunal and the applicant with electronic copies on 26 November. They also supplied electronic copies of the 2015/16 and 2016/17 spreadsheets, with slightly lower figures than the copies in the bundle. R1's solicitors explained that incorrect columns had been totalled in the bundle copies. The figures set out below are taken from the electronic copies, which are attached.
- (35) Mr Shaw explained that the Estate accounts, headed "CASPIAN WHARF (SITE A)", actually covered Blocks A and D. R1 allocated 0.1984% of the Estate expenditure to the Flat, based on the floor area (56.7 square meters) expressed as a proportion of the total floor area of all flats in Blocks A and D. The latter was stated to be 29,325.90 sq.m but there appears to be an arithmetical error in the relevant spreadsheet. The Tribunal has calculated the total floor area to be 28,583.50 sq.m. However, substituting this figure does not alter the rounded proportion for the Flat (0.1984%). Using this proportion, the Flat is liable to pay £821.09 for the 2015/16 Estate costs and £859.45 for the 2016/17 Estate costs. The Estate expenditure included staffing costs of £128,665, which had been reduced by 50% to implement paragraph 26 the 2015 Decision [103, 110 and 112].
- (36) R1 allocated 15.27% of the Block A external costs and 10.33% of the Block D external costs to the Building. Of the 44 flats in the Building, 34 are within Block A and 10 are within Block D. The Block A

allocation represents the total floor area of the 34 flats (3,346.50 sq.m) as a proportion of the total floor area of all flats in Block A (21,909.50 sq.m). The Block D allocation represents the total floor area of the 10 flats (645.30 sq.m) as a proportion of the total floor area of all flats in Block D (6,247.20 sq.m).

(37) R1 then allocated 1.42% of the internal costs to the Flat, representing its floor area (56.7 sq.m) as a proportion of the total floor area of all 44 flats in the Building (3,991.8 sq.m).

(38) Using these apportionments, the Flat is liable to pay the following sums:

Block A – External

2015/16                      £340.80

2016/17                      £342.71

Block D – External

2015/16                      £57.17

2016/17                      £56.80

The Building – Internal

2015/16                      £568.40

2016/17                      £493.61

(39) Using the same apportionments, the adjusted budget for the Building for 2017/18 comes to £113,527.75 and the Flat's 1.42% contribution is £1,612.09. R1 has then added its combined, in-house management and administration fees (£185) to arrive at a total contribution of £1,797.09; the Tribunal having allowed combined fees of £185 for 2016/17 [94].

**R2's case**

(40) R2 relied on a brief response to the applicant's statement of case, which largely endorsed R1's response. It also pointed out that the management agreement between R&R and R2 is not a QLTA [67].

**The applicant's reply**

(41) At the end of the hearing, the applicant briefly replied to R1's calculations and the explanations from Mr Shaw. She submitted that R1 had not implemented the 2015 or 2019 Decisions. The calculations were based on the existing R&R accounts, which allocated costs to different cores, when it should have produced revised, certified



accounts. The applicant described R1's spreadsheets as "based on nothing".

**The Tribunal's decision**

(42) The adjusted service charges payable by the Applicant are:

Estate Costs

2015/16	£821.09
2016/17	£859.45

Block A - External

2015/16	£340.80
2016/17	£342.71

Block D – External

2015/16	£57.17
2016/17	£56.80

The Building – Internal

2015/16	£568.40
2016/17	£493.61

The Building - Service Charge Budget

2017/18	£1,797.00
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(43) The adjusted staffing costs payable by the Applicant are:

Estate Costs

2015/16	£255.27
2016/17	£275.20

Block A - External

2015/16	£39.17
2016/17	£15.97

Block D – External

2015/16	£7.16
2016/17	£7.40

The Building – Internal

2015/16	£141.02
2016/17	£146.56

- (44) The adjusted contracts, maintenance, services costs payable by the applicant are:

Estate Costs

2015/16	£281.52
2016/17	£317.68

Block A - External

2015/16	£29.65
2016/17	£32.33

Block D – External

2015/16	£6.39
2016/17	£5.77

The Building – Internal

2015/16	£230.49
2016/17	£165.37

**Reasons for the Tribunal’s decision**

- (45) The Tribunal approves R1’s approach to quantifying the adjusted service charges and accepts the apportionments and adjusted service charge figures in the attached spreadsheets. Although the existing R&R accounts made it difficult to identify the costs attributable to the Building or the Flat, it is possible to extract the necessary information and work out the adjusted sums due, using floor areas. The same applies to the 2017/18 budget.
- (46) The applicant did not put forward alternative calculations or figures; nor did she challenge the floor areas used by R1. Rather; she submitted that nothing should be allowed in the absence of revised accounts. The Tribunal rejects this submission. R1’s approach overcomes the core allocation used in the existing accounts and is a proportionate and sensible way of implementing the 2015 and 2019 Decisions. There was no need to incur the substantial cost of producing revised accounts.
- (47) The spreadsheets identify the adjusted staffing costs but not the adjusted lift costs. The latter make up part of the “*Contracts*,

*Maintenance, Services*” costs. It would have been helpful for R1 to separate out the adjusted lift costs, so the Tribunal could also quantify these. In the absence of lift figures it has determined the global “*Contracts, Maintenance, Services*” costs. It has also determined the total sums payable by the applicant for actual service charges in 2015/16 and 2016/17 and for the 2017/18 budget, in compliance with paragraph 1 of the directions dated 08 November 2018 [10-12].

**Name:** Tribunal Judge Donegan      **Date:** 09 January 2020

### **RIGHTS OF APPEAL**

1. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application for permission to appeal must arrive at the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
3. If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking.

## **Appendix of relevant legislation**

### **Appendix of relevant legislation**

#### **Landlord and Tenant Act 1985 (as amended)**

##### **Section 18 Meaning of “service charge” and “relevant costs”**

- (1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent -
  - (a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and
  - (b) the whole or part of which varies or may vary according to the relevant costs.
- (2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.
- (3) For this purpose -
  - (a) "costs" includes overheads, and
  - (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

##### **Section 19 Limitation of service charges: reasonableness**

- (1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period -
  - (a) only to the extent that they are reasonably incurred, and
  - (b) where they are incurred on the provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;and the amount payable shall be limited accordingly.
- (2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

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##### **Section 21 Regular statements of account**

- (1) A tenant may require the landlord in writing to supply him with a written summary of the costs incurred –
  - (a) if the relevant accounts are made up for periods of twelve months, in the last such period ending not later than the day of the request, or

- (b) if the accounts are not so made up, in the period of twelve months ending with the date of the request,  
and which are relevant costs in relation to the service charges payable or demanded as payable in that or any other period.
- (2) If the tenant is represented by a recognised tenants' association and he consents, the request may be made by the secretary of the association instead of by the tenant and may then be for the supply of the summary to the Secretary.
- (3) A request is duly served on the landlord if it is served on –
- (a) an agent of the landlord named as such in the rent book, or similar document, or
- (b) the person who receives the rent on behalf of the landlord;  
and a person on whom a request is so served shall forward it as soon as may be to the landlord.
- (4) The landlord shall comply with the request within one month of the request or within six months of the end of the period referred to in subsection (1)(a) or (b) whichever is the later.
- (5) The summary shall state whether any of the costs relate to works in respect of which a grant has been given or is to be paid under section 523 of the Housing Act 1985 (assistance for provision of separate service pipe for water supply) or any provision of Part I of the Housing Grants, Construction and Regeneration Act 1996 (grants, &c for renewal of private sector housing) or any corresponding earlier enactment and set out the costs in a way showing how they have been or will be reflected in demands for service charges and, in addition, shall summarise each of the following items, namely –
- (a) any of the costs in respect of which no demand for payment was received by the landlord within the period referred to in subsection (1)(a) or (b),
- (b) any of the costs in respect of which –
- (i) a demand for payment was so received, but
- (ii) no payment was made by the landlord within that period,
- (c) any of the costs in respect of which –
- (i) a demand for payment was so received, but
- (ii) payment was made by the landlord within that period,  
and specify the aggregate of any amounts received by the landlord down to the end of that period on account of service charges in respect of relevant dwellings and still standing to the credit of the tenants of those dwellings at the end of that period.

- (5A) In subsection (5) “relevant dwelling” means a dwelling whose tenant is either –
- (a) the person by or with the consent of whom the request was made, or
  - (b) a person whose obligations under the terms of his lease as regards contributing to relevant costs relate to the same costs as the corresponding obligations of the person mentioned in paragraph (a) above relate to.
- (5B) The summary shall state whether any of the costs relate to works which are included in the external works specified in a group repair scheme, within the meaning of Chapter II of Part I of the Housing Grants, Construction and Regeneration Act 1996 or any corresponding earlier enactment in which the landlord participated or is participating as an assisted participant.
- (6) If the service charges in relation to which the costs are relevant costs as mentioned in subsection (1) are payable by the tenants or more than four dwellings, the summary shall be certified by a qualified accountant as –
- (a) in his opinion a fair summary complying with the requirements of subsection (5), and
  - (b) being sufficiently supported by accounts, receipts and other documents which have been produced to him.

...

### **Section 25 Failure to comply with s 21, 22 or 23 an offence**

- (1) It is a summary offence for a person to fail, without reasonable excuse, to perform a duty imposed on him by or by virtue of any of sections 21 to 23A.
- (2) A person committing such an offence is liable on conviction to a fine not exceeding level 4 on the standard scale.
- (3) Subsection (1) does not apply where the person is –
  - (e) a local authority for any area in Wales, or
  - (f) a registered social landlord.

...

### **Section 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.

**The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013**

**Overriding objective and parties' obligations to co-operate with the Tribunal**

- 3.** - (1) The overriding objective of these Rules is to enable the Tribunal to deal with cases fairly and justly.
- (2) Dealing with a case fairly and justly includes –
- (a) dealing with the case in ways which are proportionate to the importance of the case, the complexity of the issues, the anticipated costs and the resources of the parties and of the Tribunal;
  - (b) avoiding unnecessary formality and seeking flexibility in the proceedings;
  - (c) ensuring, so far as practicable, that the parties are able to participate fully in the proceedings;

- (d) using any special expertise of the Tribunal effectively; and
  - (e) avoiding delay, so far as compatible with proper consideration of the issues.
- (3) The Tribunal must seek to give effect to the overriding objective when it –
- (a) exercises any power under these Rules; or
  - (b) interprets any rule or practice direction.
- (4) Parties must –
- (a) help the Tribunal to further the overriding objective; and
  - (b) co-operate with the Tribunal generally.

...

### **Orders for costs, reimbursement of fees and interest on costs**

- 13.** - (1) The Tribunal may make an order in respect of costs only –
- (a) under section 29(4) of the 2007 Act (wasted costs) and the costs incurred in applying for such costs;
  - (b) if a person has acted unreasonably in bringing, defending or conducting proceedings in –
    - (i) an agricultural and land drainage case,
    - (ii) a residential property case, or
    - (iii) a leasehold case; or
  - (c) in a land registration case.

...

### **Withdrawal**

- 22.** - (1) Subject to paragraph (2), a party may give notice of withdrawal of its case, or any part of it –
- (a) orally at a hearing; or
  - (b) by sending or delivering to the Tribunal a written notice of withdrawal.
- (2) A written notice of withdrawal must –
- (a) be signed and dated;
  - (b) identify the case or part of it which is withdrawn;
  - (c) state whether any part of the case, and if so what, remains to be determined;
  - (d) confirm that a copy of the notice of withdrawal has been provided to all other parties and state the date on which this was done;
  - (e) include the written consent of any of the other parties who have consented to the withdrawal.



- (3) Notice of withdrawal will not take effect unless the Tribunal consents to the withdrawal.
- (4) The Tribunal may make such directions or impose such conditions on withdrawal as it considers appropriate.
- (5) A party which has withdrawn its case may apply to the Tribunal for the case to be reinstated.
- (6) An application under paragraph (5) must be made in writing and received by the Tribunal within 28 days after –
  - (a) the date of the hearing at which the case was withdrawn orally under paragraph (1)(a); or
  - (b) the date on which the Tribunal received the notice under paragraph (1)(b).
- (7) The Tribunal must notify each party in writing of a withdrawal under this rule.
- (8) Any party may, within 28 days after the date of receipt of notification by the Tribunal under paragraph (7), apply for a case, or part of a case, which has been withdrawn under this rule to be reinstated.



External A

External D

Sq. M.	Estate %	Unit	Block	Tenure	Sq. M.	Unit	Block	Tenure	Sq. M.
61.6	0.2155								
57.8	0.2022	A	1.3.1	P	66.6	D	1.G.1	Leonard House R	112.4
43.1	0.1508	A	1.3.2	P	57.8	D	1.G.2	Leonard House R	111.8
38.3	0.1340	A	1.3.3	P	43.1	D	1.2.1	Ashmore Hse North	S/O 56.6
63.7	0.2229	A	1.3.4	P	42.7	D	1.2.2	Ashmore Hse North	S/O 57.5
77.5	0.2711	A	1.3.5	P	59.3	D	1.3.1	Ashmore Hse North	S/O 56.7
44.0	0.1539	A	1.3.6	P	73.5	D	1.3.2	Ashmore Hse North	S/O 50.6
40.8	0.1427	A	1.3.7	P	46.0	D	1.4.1	Ashmore Hse North	S/O 56.7
66.6	0.2330	A	1.3.8	P	42.7	D	1.4.2	Ashmore Hse North	S/O 50.6
57.8	0.2022	A	1.4.1	P	66.6	D	1.5.1	Ashmore Hse North	S/O 47.2
43.1	0.1508	A	1.4.2	P	57.8	D	1.5.2	Ashmore Hse North	S/O 45.2
42.7	0.1494	A	1.4.3	P	43.1	D	2.G.1	Greengale House	R 141.4
59.3	0.2075	A	1.4.4	P	42.7	D	2.G.2	Greengale House	R 132.3
73.5	0.2571	A	1.4.5	P	104.6	D	2.1.1	Greengale House	R 141.4
46.0	0.1609	A	1.4.6	P	47.0	D	2.1.2	Greengale House	R 132.5
42.7	0.1494	A	1.4.7	P	42.7	D	2.2.1	Greengale House	R 70.0
66.6	0.2330	A	1.5.1	P	66.6	D	2.2.2	Greengale House	R 76.7
57.8	0.2022	A	1.5.2	P	57.8	D	2.2.3	Greengale House	R 118.4
43.1	0.1508	A	1.5.3	P	104.8	D	2.3.1	Greengale House	R 70.0
42.7	0.1494	A	1.5.4	P	61.9	D	2.3.2	Greengale House	R 76.7
104.6	0.3659	A	1.5.5	P	55.1	D	2.3.3	Greengale House	R 118.4
47.0	0.1644	A	1.5.6	P	112.2	D	2.4.1	Greengale House	R 70.0
42.7	0.1494	A	1.6.1	P	103.5	D	2.4.2	Greengale House	R 76.7
66.6	0.2330	A	1.6.2	P	88.2	D	2.4.3	Greengale House	R 118.4
57.8	0.2022	A	2.2.1		84.6	D	2.5.1	Greengale House	R 70.0

104.8	0.3666	A	2.2.2		56.1	D	2.5.2	Greengale House	R	76.7	
61.9	0.2166	A	2.2.3		43.6	D	2.5.3	Greengale House	R	64.0	
55.1	0.1928	A	2.2.4		65.9	D	2.5.4	Greengale House	R	51.8	
112.2	0.3925	A	2.3.1	P	65.6	D	2.6.1	Greengale House	R	70.0	
103.5	0.3621	A	2.3.2	P	44.9	D	2.6.2	Greengale House	R	76.7	
88.2	0.3086	A	2.3.3	P	44.5	D	2.6.3	Greengale House	R	64.0	
84.6	0.2960	A	2.3.4	P	44.0	D	2.6.4	Greengale House	R	51.8	
56.1	0.1963	A	2.4.1	P	65.6	D	2.7.1	Greengale House	R	70.0	
43.6	0.1525	A	2.4.2	P	44.9	D	2.7.2	Greengale House	R	76.7	
65.9	0.2306	A	2.4.3	P	44.5	D	2.7.3	Greengale House	R	64.0	
65.6	0.2295	A	2.4.4	P	44.0	D	2.7.4	Greengale House	R	51.8	
44.9	0.1571	A	2.5.1	P	65.6	D	2.8.1	Greengale House	R	70.0	
44.5	0.1557	A	2.5.2	P	36.9	D	2.8.2	Greengale House	R	76.7	
44.0	0.1539	A	2.5.3	P	44.5	D	2.8.3	Greengale House	R	64.0	
65.6	0.2295	A	2.5.4	P	44.0	D	2.8.4	Greengale House	R	51.8	
44.9	0.1571	A	2.6.1	P	65.6	D	3.G.1	Levanter House	R	134.7	
44.5	0.1557	A	2.6.2	P	31.4	D	3.G.2	Levanter House	R	109.1	
44.0	0.1539	A	2.6.3	P	37.8	D	3.G.3	Levanter House	R	47.8	
65.6	0.2295	A	2.6.4	P	44.0	D	3.1.1	Levanter House	R	137.1	
36.9	0.1291	A	2.7.1	P	66.2	D	3.1.2	Levanter House	R	109.5	
44.5	0.1557	A	2.7.2	P	44.3	D	3.1.3	Levanter House	R	47.9	
44.0	0.1539	A	2.8.1	P	66.2	D	3.1.4	Levanter House	R	45.9	
65.6	0.2295	A	2.8.2	P	44.3	D	3.2.1	Levanter House	R	138.5	
31.4	0.1099	A	3.G.1	Maestro Apts	S/O	74.3	D	3.2.2	Levanter House	R	50.5
37.8	0.1322	A	3.G.2	Maestro Apts	S/O	111.5	D	3.2.3	Levanter House	R	53.2
44.0	0.1539	A	3.1.1	Maestro Apts	S/O	61.0	D	3.2.4	Levanter House	R	51.1
66.2	0.2316	A	3.1.2	Maestro Apts	S/O	55.5	D	3.2.5	Levanter House	R	66.3
44.3	0.1550	A	3.1.3	Maestro Apts	S/O	52.0	D	3.2.6	Levanter House	R	62.4
66.2	0.2316	A	3.1.4	Maestro Apts	S/O	133.2	D	3.3.1	Levanter House	R	138.5
44.3	0.1550	A	3.1.5	Maestro Apts	S/O	67.0	D	3.3.2	Levanter House	R	50.5

74.3	0.2599	A	3.1.6	Maestro Apts	S/O	68.2	D	3.3.3	Levanter House	R	106.2
111.5	0.3901	A	3.2.1	Maestro Apts	S/O	74.0	D	3.3.4	Levanter House	R	66.3
61.0	0.2134	A	3.2.2	Maestro Apts	S/O	74.9	D	3.3.5	Levanter House	R	62.4
55.5	0.1942	A	3.2.3	Maestro Apts	S/O	52.0	D	3.4.1	Levanter House	R	109.6
52.0	0.1819	A	3.2.4	Maestro Apts	S/O	67.0	D	3.4.2	Levanter House	R	98.6
133.2	0.4660	A	3.2.5	Maestro Apts	S/O	57.8	D	3.4.3	Levanter House	R	97.7
67.0	0.2344	A	3.3.1	Maestro Apts	S/O	74.0	D	3.5.1	Levanter House	R	109.6
68.2	0.2386	A	3.3.2	Maestro Apts	S/O	74.9	D	3.5.2	Levanter House	R	97.7
74.0	0.2589	A	3.3.3	Maestro Apts	S/O	52.0	D	3.6.1	Levanter House	R	109.6
74.9	0.2620	A	3.3.4	Maestro Apts	S/O	86.4	D	3.6.2	Levanter House	R	98.6
52.0	0.1819	A	3.3.5	Maestro Apts	S/O	66.1	D	3.6.3	Levanter House	R	97.7
67.0	0.2344	A	3.3.6	Maestro Apts	S/O	66.8	D	3.7.1	Levanter House	R	109.6
57.8	0.2022	A	3.3.7	Maestro Apts	S/O	57.8	D	3.7.2	Levanter House	R	97.7
74.0	0.2589	A	3.4.1	Maestro Apts	S/O	74.0	D	3.8.1	Levanter House	R	109.6
74.9	0.2620	A	3.4.2	Maestro Apts	S/O	74.9	D	3.8.2	Levanter House	R	49.3
52.0	0.1819	A	3.4.3	Maestro Apts	S/O	52.0	D	3.8.3	Levanter House	R	97.7
86.4	0.3023	A	3.4.4	Maestro Apts	S/O	86.4	D	3.9.1	Levanter House	R	109.6
66.1	0.2313	A	3.4.5	Maestro Apts	S/O	66.1	D	3.9.2	Levanter House	R	49.3
66.8	0.2337	A	3.4.6	Maestro Apts	S/O	66.8	D	3.9.3	Levanter House	R	97.7
57.8	0.2022	A	3.4.7	Maestro Apts	S/O	57.8	D	3.10.1	Levanter House	R	57.3
74.0	0.2589	A	3.5.1	Maestro Apts	S/O	74.0	D	3.10.2	Levanter House	R	58.6
74.9	0.2620	A	3.5.2	Maestro Apts	S/O	74.9	D	3.10.3	Levanter House	R	75.6
52.0	0.1819	A	3.5.3	Maestro Apts	S/O	52.0			Total	6,247.2	
86.4	0.3023	A	3.5.4	Maestro Apts	S/O	93.3			Ashmore	645.3	
66.1	0.2313	A	3.5.5	Maestro Apts	S/O	109.6					
66.8	0.2337	A	3.5.6	Maestro Apts	S/O	57.8			Ashmore %	10.33%	
57.8	0.2022	A	3.6.1	Maestro Apts	S/O	64.1					
74.0	0.2589	A	3.6.2	Maestro Apts	S/O	48.8					
74.9	0.2620	A	3.6.3	Maestro Apts	S/O	52.0					
52.0	0.1819	A	3.6.4	Maestro Apts	S/O	93.3					

93.3	0.3264	A	3.6.5	Maestro Apts	S/O	68.1	
109.6	0.3834	A	3.6.6	Maestro Apts	S/O	57.8	
57.8	0.2022	A	3.7.1	Maestro Apts	S/O	69.5	
64.1	0.2243	A	3.7.2	Maestro Apts	S/O	67.6	
48.8	0.1707	A	4.G.1	Ashmore Hse North	R	68.4	
52.0	0.1819	A	4.G.2	Coulson Hse	R	153.0	
93.3	0.3264	A	4.G.3	Coulson Hse	R	153.8	
68.1	0.2382	A	4.G.4	Coulson Hse	R	76.3	
57.8	0.2022	A	4.G.5	Coulson Hse	R	141.9	
69.5	0.2431	A	4.G.6	Coulson Hse	R	141.6	
67.6	0.2365	A	4.1.1	Ashmore Hse North	R	76.3	
68.4	0.2393	A	4.1.2	Ashmore Hse South	R	145.7	
153.0	0.5353	A	4.2.1	Ashmore Hse South	R	105.0	
153.8	0.5381	A	4.2.2	Ashmore Hse South	R	86.4	
76.3	0.2669	A	4.2.3	Ashmore Hse South	R	94.1	
141.9	0.4964	A	4.2.4	Ashmore Hse South	R	135.2	
141.6	0.4954	A	4.2.5	Ashmore Hse South	R	97.0	
76.3	0.2669	A	4.3.1	Ashmore Hse South	R	80.0	
145.7	0.5097	A	4.3.2	Ashmore Hse South	R	86.4	
105.0	0.3673	A	4.3.3	Ashmore Hse South	R	94.1	
86.4	0.3023	A	4.3.4	Ashmore Hse South	R	135.0	
94.1	0.3292	A	4.3.5	Ashmore Hse South	R	97.0	
135.2	0.4730	A	4.3.6	Ashmore Hse South	R	79.9	
97.0	0.3394	A	4.4.1	Ashmore Hse South	R	80.0	
80.0	0.2799	A	4.4.2	Ashmore Hse South	R	118.4	
86.4	0.3023	A	4.4.3	Ashmore Hse South	R	62.1	
94.1	0.3292	A	4.4.4	Ashmore Hse South	R	135.0	
135.0	0.4723	A	4.4.5	Ashmore Hse South	R	79.9	
97.0	0.3394	A	4.5.1	Ashmore Hse South	R	68.9	
79.9	0.2795	A	4.5.2	Ashmore Hse South	R	118.4	

80.0	0.2799	A	4.5.3	Ashmore Hse South	R	62.1	
118.4	0.4142	A	4.5.4	Ashmore Hse South	R	66.6	
62.1	0.2173	A	4.5.5	Ashmore Hse South	R	89.6	
135.0	0.4723	A	4.5.6	Ashmore Hse South	R	70.0	
79.9	0.2795	A	4.6.1	Ashmore Hse South	R	89.3	
68.9	0.2410	A	4.6.2	Ashmore Hse South	R	111.8	
118.4	0.4142	A	4.6.3	Ashmore Hse South	R	66.6	
62.1	0.2173	A	4.6.4	Ashmore Hse South	R	80.7	3,346.5
66.6	0.2330	A	5.G.1	P	45.3		
89.6	0.3135	A	5.G.2	P	64.6		
70.0	0.2449	A	5.G.3	P	61.7		
89.3	0.3124	A	5.G.4	P	80.4		
111.8	0.3911	A	5.G.5	P	42.9		
66.6	0.2330	A	5.1.1	P	45.3		
80.7	0.2823	A	5.1.2	P	64.6		
45.3	0.1585	A	5.1.3	P	62.2		
64.6	0.2260	A	5.1.4	P	64.3		
61.7	0.2159	A	5.1.5	P	59.0		
80.4	0.2813	A	5.2.1	P	45.3		
42.9	0.1501	A	5.2.2	P	64.6		
45.3	0.1585	A	5.2.3	P	62.2		
64.6	0.2260	A	5.2.4	P	64.3		
62.2	0.2176	A	5.2.5	P	59.0		
64.3	0.2250	A	5.3.1	P	45.3		
59.0	0.2064	A	5.3.2	P	64.6		
45.3	0.1585	A	5.3.3	P	62.2		
64.6	0.2260	A	5.3.4	P	64.3		
62.2	0.2176	A	5.3.5	P	59.0		
64.3	0.2250	A	5.4.1	P	93.0		
59.0	0.2064	A	5.4.2	P	41.0		

45.3	0.1585	A	5.4.3	P	40.5
64.6	0.2260	A	5.4.4	P	79.5
62.2	0.2176	A	5.4.5	P	42.9
64.3	0.2250	A	5.5.1	P	93.0
59.0	0.2064	A	5.5.2	P	41.0
93.0	0.3254	A	5.5.3	P	40.5
41.0	0.1434	A	5.5.4	P	79.5
40.5	0.1417	A	5.5.5	P	42.9
79.5	0.2781	A	5.6.1	P	93.0
42.9	0.1501	A	5.6.2	P	41.0
93.0	0.3254	A	5.6.3	P	40.5
41.0	0.1434	A	5.6.4	P	79.5
40.5	0.1417	A	5.6.5	P	42.9
79.5	0.2781	A	5.7.1	P	45.3
42.9	0.1501	A	5.7.2	P	64.6
93.0	0.3254	A	5.7.3	P	77.2
41.0	0.1434	A	5.7.4	P	65.1
40.5	0.1417	A	5.8.1	P	93.0
79.5	0.2781	A	5.8.2	P	95.8
42.9	0.1501	A	5.8.3	P	67.5
45.3	0.1585	A	6.G.1	S/O	47.7
64.6	0.2260	A	6.G.2	P	55.6
77.2	0.2701	A	6.G.3	P	55.2
65.1	0.2278	A	6.G.4	P	50.4
93.0	0.3254	A	6.G.5	P	50.4
95.8	0.3352	A	6.G.6	P	54.0
67.5	0.2362	A	6.G.7	P	53.7
47.7	0.1669	A	6.G.8	P	48.0
55.6	0.1945	A	6.G.9	P	40.9
55.2	0.1931	A	6.G.10	P	40.9



50.4	0.1763	A	6.G.11	P	30.1
50.4	0.1763	A	6.G.12	P	60.7
54.0	0.1889	A	6.G.13	P	81.5
53.7	0.1879	A	6.G.14	P	42.6
48.0	0.1679	A	6.G.15	P	59.8
40.9	0.1431	A	6.G.16	P	82.8
40.9	0.1431	A	6.G.17	P	86.4
30.1	0.1053	A	6.G.18	P	44.0
60.7	0.2124	A	6.G.19	P	44.0
81.5	0.2851	A	6.G.20	P	63.3
42.6	0.1490	A	6.G.21	S/O	49.7
59.8	0.2092	A	6.1.1	P	62.7
82.8	0.2897	A	6.1.18	P	53.7
86.4	0.3023	A	6.1.3	P	60.7
44.0	0.1539	A	6.1.4	P	81.5
44.0	0.1539	A	6.1.5	P	42.6
63.3	0.2215	A	6.1.6	P	59.8
49.7	0.1739	A	6.1.7	P	43.9
62.7	0.2194	A	6.1.8	P	44.0
53.7	0.1879	A	6.1.9	P	36.0
60.7	0.2124	A	6.1.10	P	45.0
81.5	0.2851	A	6.1.11	P	59.8
42.6	0.1490	A	6.1.12	P	63.3
59.8	0.2092	A	6.1.13	P	51.9
43.9	0.1536	A	6.1.14	P	52.2
44.0	0.1539	A	6.1.15	P	50.4
36.0	0.1259	A	6.1.16	P	50.4
45.0	0.1574	A	6.1.17	P	54.0
59.8	0.2092	A	6.1.19	P	48.0
63.3	0.2215	A	6.1.20	P	40.9

51.9	0.1816	A	6.1.21	P	40.9
52.2	0.1826	A	6.1.22	P	30.1
50.4	0.1763	A	6.2.1	P	62.7
50.4	0.1763	A	6.2.2	P	42.4
54.0	0.1889	A	6.2.3	P	44.0
48.0	0.1679	A	6.2.4	P	41.0
40.9	0.1431	A	6.2.5	P	41.0
40.9	0.1431	A	6.2.6	P	42.7
30.1	0.1053	A	6.2.7	P	41.1
62.7	0.2194	A	6.2.8	P	53.7
42.4	0.1483	A	6.2.9	P	48.0
44.0	0.1539	A	6.2.10	P	40.9
41.0	0.1434	A	6.2.11	P	40.9
41.0	0.1434	A	6.2.12	P	88.7
42.7	0.1494	A	6.2.13	P	85.4
41.1	0.1438	A	6.2.14	P	64.2
53.7	0.1879	A	6.2.15	P	37.7
48.0	0.1679	A	6.2.16	P	68.5
40.9	0.1431	A	6.2.17	P	63.8
40.9	0.1431	A	6.2.18	P	87.1
88.7	0.3103	A	6.2.19	P	45.0
85.4	0.2988	A	6.2.20	P	59.8
64.2	0.2246	A	6.2.21	P	63.3
37.7	0.1319	A	6.3.1	P	62.7
68.5	0.2396	A	6.3.2	P	42.4
63.8	0.2232	A	6.3.3	P	44.0
87.1	0.3047	A	6.3.4	P	41.0
45.0	0.1574	A	6.3.5	P	41.0
59.8	0.2092	A	6.3.6	P	42.7
63.3	0.2215	A	6.3.7	P	41.1

62.7	0.2194	A	6.3.8	P	53.7
42.4	0.1483	A	6.3.9	P	48.0
44.0	0.1539	A	6.3.10	P	40.9
41.0	0.1434	A	6.3.11	P	40.9
41.0	0.1434	A	6.3.12	P	88.7
42.7	0.1494	A	6.6.13	P	85.4
41.1	0.1438	A	6.3.14	P	64.2
53.7	0.1879	A	6.3.15	P	37.7
48.0	0.1679	A	6.3.16	P	68.5
40.9	0.1431	A	6.3.17	P	63.8
40.9	0.1431	A	6.3.18	P	87.1
88.7	0.3103	A	6.3.19	P	45.0
85.4	0.2988	A	6.3.20	P	59.8
64.2	0.2246	A	6.3.21	P	63.3
37.7	0.1319	A	6.4.1	P	62.7
68.5	0.2396	A	6.4.2	P	42.4
63.8	0.2232	A	6.4.3	P	58.5
87.1	0.3047	A	6.4.4	P	56.1
45.0	0.1574	A	6.4.5	P	61.4
59.8	0.2092	A	6.4.6	P	35.9
63.3	0.2215	A	6.4.7	P	53.7
62.7	0.2194	A	6.4.8	P	48.0
42.4	0.1483	A	6.4.9	P	40.9
58.5	0.2047	A	6.4.10	P	40.9
56.1	0.1963	A	6.4.11	P	88.7
61.4	0.2148	A	6.4.12	P	85.4
35.9	0.1256	A	6.4.13	P	64.2
53.7	0.1879	A	6.4.14	P	37.7
48.0	0.1679	A	6.4.15	P	68.5
40.9	0.1431	A	6.4.16	P	63.8

40.9	0.1431	A	6.4.17	P	87.1
88.7	0.3103	A	6.4.18	P	45.0
85.4	0.2988	A	6.4.19	P	59.8
64.2	0.2246	A	6.4.20	P	63.3
37.7	0.1319	A	6.5.1	P	93.4
68.5	0.2396	A	6.5.2	P	84.0
63.8	0.2232	A	6.5.3	P	41.0
87.1	0.3047	A	6.5.4	P	41.2
45.0	0.1574	A	6.5.5	P	41.1
59.8	0.2092	A	6.5.6	P	53.7
63.3	0.2215	A	6.5.7	P	48.0
93.4	0.3268	A	6.5.8	P	40.9
84.0	0.2939	A	6.5.9	P	40.9
41.0	0.1434	A	6.5.10	P	88.7
41.2	0.1441	A	6.5.11	P	85.4
41.1	0.1438	A	6.5.12	P	64.2
53.7	0.1879	A	6.5.13	P	37.7
48.0	0.1679	A	6.5.14	P	68.5
40.9	0.1431	A	6.5.15	P	63.8
40.9	0.1431	A	6.5.16	P	87.1
88.7	0.3103	A	6.5.17	P	45.0
85.4	0.2988	A	6.5.18	P	59.8
64.2	0.2246	A	6.6.1	P	79.1
37.7	0.1319	A	6.6.2	P	79.4
68.5	0.2396	A	6.6.3	P	56.2
63.8	0.2232	A	6.6.4	P	30.8
87.1	0.3047	A	6.6.5	P	56.3
45.0	0.1574	A	6.6.6	P	53.7
59.8	0.2092	A	6.6.7	P	47.8
79.1	0.2767	A	6.6.8	P	54.8

79.4	0.2778	A	6.6.9	P	59.6
56.2	0.1966	A	6.6.10	P	63.7
30.8	0.1078	A	6.6.11	P	59.2
56.3	0.1970	A	6.6.12	P	85.6
53.7	0.1879	A	6.6.13	P	44.9
47.8	0.1672	A	6.6.14	P	87.1
54.8	0.1917	A	6.6.15	P	45.0
59.6	0.2085	A	6.6.16	P	59.8
63.7	0.2229	A	6.7.1	P	79.1
59.2	0.2071	A	6.7.2	P	79.4
85.6	0.2995	A	6.7.3	P	56.2
44.9	0.1571	A	6.7.4	P	30.8
87.1	0.3047	A	6.7.5	P	56.3
45.0	0.1574	A	6.7.6	P	53.7
59.8	0.2092	A	6.7.7	P	45.2
79.1	0.2767	A	6.7.8	P	57.7
79.4	0.2778	A	6.7.9	P	78.9
56.2	0.1966	A	6.7.10	P	66.7
30.8	0.1078	A	6.7.11	P	44.9
56.3	0.1970	A	6.7.12	P	87.1
53.7	0.1879	A	6.7.13	P	45.0
45.2	0.1581	A	6.7.14	P	121.2
57.7	0.2019	A	6.8.1	P	89.8
78.9	0.2760	A	6.8.2	P	53.7
66.7	0.2334	A	6.8.3	P	45.2
44.9	0.1571	A	6.8.4	P	63.3
87.1	0.3047	A	6.8.5	P	98.9
45.0	0.1574	A	6.8.6	P	96.3
121.2	0.4240	A	6.8.7	P	96.5
89.8	0.3142	A	6.9.1	P	50.5

53.7	0.1879	A	6.9.2	P	91.6
45.2	0.1581	A	6.9.3	P	104.4
63.3	0.2215	A	6.10.1	P	46.4
98.9	0.3460	A	6.10.2	P	55.8
96.3	0.3369	A	6.10.3	P	81.8
96.5	0.3376	A	6.10.4	P	63.3
50.5	0.1767	A	6.11.1	P	46.4
91.6	0.3205	A	6.11.2	P	55.8
104.4	0.3652	A	6.11.3	P	81.8
46.4	0.1623	A	6.11.4	P	63.3
55.8	0.1952	A	6.12.1	P	64.0
81.8	0.2862	A	6.12.2	P	251.5
63.3	0.2215	A	6.12.3	P	119.0
46.4	0.1623			Total	21,909.5
55.8	0.1952			Ashmore	3,346.5
81.8	0.2862				
63.3	0.2215			Ashmore %	15.27%
64.0	0.2239				
251.5	0.8799				
119.0	0.4163				
112.4	0.3932				
111.8	0.3911				
56.6	0.1980				
57.5	0.2012				
56.7	0.1984				
50.6	0.1770				
56.7	0.1984				
50.6	0.1770				
47.2	0.1651				
45.2	0.1581				

141.4	0.4947
132.3	0.4629
141.4	0.4947
132.5	0.4636
70.0	0.2449
76.7	0.2683
118.4	0.4142
70.0	0.2449
76.7	0.2683
118.4	0.4142
70.0	0.2449
76.7	0.2683
118.4	0.4142
70.0	0.2449
76.7	0.2683
64.0	0.2239
51.8	0.1812
70.0	0.2449
76.7	0.2683
64.0	0.2239
51.8	0.1812
70.0	0.2449
76.7	0.2683
64.0	0.2239
51.8	0.1812
70.0	0.2449
76.7	0.2683
64.0	0.2239
51.8	0.1812
134.7	0.4713

109.1	0.3817
47.8	0.1672
137.1	0.4796
109.5	0.3831
47.9	0.1676
45.9	0.1606
138.5	0.4845
50.5	0.1767
53.2	0.1861
51.1	0.1788
66.3	0.2320
62.4	0.2183
138.5	0.4845
50.5	0.1767
106.2	0.3715
66.3	0.2320
62.4	0.2183
109.6	0.3834
98.6	0.3450
97.7	0.3418
109.6	0.3834
97.7	0.3418
109.6	0.3834
98.6	0.3450
97.7	0.3418
109.6	0.3834
97.7	0.3418
109.6	0.3834
49.3	0.1725
97.7	0.3418



109.6 0.3834  
 49.3 0.1725  
 97.7 0.3418  
 57.3 0.2005  
 58.6 0.2050  
 75.6 0.2645  
 29,325.9 99.9990

<b>CASPIAN WHARF, LONDON E3</b>				
<b>ESTATE CHARGE APPORTIONMENT</b>				
	<b>Unit</b>	<b>Tenure</b>	<b>Block Sq. M.</b>	<b>Flat %</b>
<b>Coulson House</b>				
A	4.G.2	R	153.0	3.83%
A	4.G.3	R	153.8	3.85%
A	4.G.5	R	141.9	3.55%
A	4.G.6	R	141.6	3.55%

<b>Ashmore House South</b>				
A	4.G.4	R	76.3	1.91%
A	4.1.2	R	145.7	3.65%
A	4.2.1	R	105.0	2.63%
A	4.2.2	R	86.4	2.16%
A	4.2.3	R	94.1	2.36%
A	4.2.4	R	135.2	3.39%
A	4.2.5	R	97.0	2.43%
A	4.3.1	R	80.0	2.00%
A	4.3.2	R	86.4	2.16%
A	4.3.3	R	94.1	2.36%
A	4.3.4	R	135.0	3.38%
A	4.3.5	R	97.0	2.43%
A	4.3.6	R	79.9	2.00%
A	4.4.1	R	80.0	2.00%
A	4.4.2	R	118.4	2.97%
A	4.4.3	R	62.1	1.56%
A	4.4.4	R	135.0	3.38%
A	4.4.5	R	79.9	2.00%
A	4.5.1	R	68.9	1.73%
A	4.5.2	R	118.4	2.97%
A	4.5.3	R	62.1	1.56%
A	4.5.4	R	66.6	1.67%
A	4.5.5	R	89.6	2.24%
A	4.5.6	R	70.0	1.75%
A	4.6.1	R	89.3	2.24%
A	4.6.2	R	111.8	2.80%
A	4.6.3	R	66.6	1.67%

A	4.6.4	R	80.7	2.02%
<b>Leonard House</b>				
D	1.G.1	R	112.4	2.82%
D	1.G.2	R	111.8	2.80%
<b>Ashmore House North</b>				
D	1.2.1	S/O	56.6	1.42%
D	1.2.2	S/O	57.5	1.44%
D	1.3.1	S/O	56.7	1.42%
D	1.3.2	S/O	50.6	1.27%
D	1.4.1	S/O	56.7	1.42%
D	1.4.2	S/O	50.6	1.27%
D	1.5.1	S/O	47.2	1.18%
D	1.5.2	S/O	45.2	1.13%
A	4.G.1	R	68.4	1.71%
A	4.1.1	R	76.3	1.91%
<b>Ashmore House total</b>			<b>3991.8000</b>	<b>100.00%</b>

2015/16			BLOCK A EXTERNAL			Block D EXTERNAL					
ESTATE (RESIDENTIAL)											
	Total	% Apportion to 402	Total	Ashmore House	% Apportion to 402	Total	Ashmore House	% Apportion to 402	Total for 402		
Expenditure		0.1984%		15.27%	1.42%		10.33%	1.42%			
Staffing	£ 128,665.00	£ 255.27	£ 18,062.75	£ 2,758.18	£ 39.17	£ 4,881.00	£ 504.18	£ 7.16	£ 301.60		
Utilities	£ 23,364.00	£ 46.35							£ 46.35		
Contracts, Maintenance, Services	£ 141,895.00	£ 281.52	£ 13,672.00	£ 2,087.71	£ 29.65	£ 4,355.00	£ 449.85	£ 6.39	£ 317.55		
Insurance	£ 5,239.00	£ 10.39	£ 60,557.00	£ 9,247.05	£ 131.31	£ 15,287.00	£ 1,579.06	£ 22.42	£ 164.12		
Professional Services											
Audit fee	£ 1,173.00	£ 2.33	£ 840.00	£ 128.27	£ 1.82	£ 840.00	£ 86.77	£ 1.23	£ 5.38		
Health 7 Safety Inspections	£ 577.00	£ 1.14	£ 123.00	£ 18.78	£ 0.27	£ 123.00	£ 12.71	£ 0.18	£ 1.59		
Management Fee	£ 19,548.00	£ 38.78	£ 23,718.00	£ 3,621.74	£ 51.43	£ 5,350.00	£ 552.62	£ 7.85	£ 94.11	FTT determination paragraph 64	
Reserves	£ 36,133.00	£ 71.69	£ 35,200.00	£ 5,375.04	£ 76.33	£ 8,360.00	£ 863.54	£ 12.26	£ 160.28		
Reserves Boiler & CHP	£ 55,000.00	£ 109.12									
<b>Sub Total</b>	<b>£ 411,594.00</b>	<b>£ 816.60</b>	<b>£ 152,172.75</b>	<b>£ 23,236.78</b>	<b>£ 329.96</b>	<b>£ 39,196.00</b>	<b>£ 4,048.72</b>	<b>£ 57.49</b>	<b>£ 1,090.99</b>		
Surplus / Deficit	£ 2,264.00	£ 4.49	£ 5,000.00	£ 763.50	£ 10.84	-£ 220.00	-£ 22.72	-£ 0.32	£ 15.01		
<b>Total</b>		<b>£ 821.09</b>			<b>£ 340.80</b>			<b>£ 57.17</b>	<b>£ 1,106.00</b>		
<b>ASHMORE HOUSE INTERNAL</b>											
	Ashmore House South (A4)	Ashmore House North (D1)	Coulson House (A4)	Leonard House (D1)	Total Ashmore House	Flat 402					
						1.42%					
Staffing	£ 6,497.00	£ 1,407.00	£ 1,469.00	£ 558.00	£ 9,931.00	£ 141.02					
Utilities	£ 3,481.00	£ 754.00	£ 393.00	£ 149.00	£ 4,777.00	£ 67.83					
Contracts, Maintenance, Services	£ 11,020.00	£ 4,170.00	£ 857.00	£ 185.00	£ 16,232.00	£ 230.49					
Professional Services											
Audit fee	£ 453.00	£ 98.00	£ 102.00	£ 39.00	£ 692.00	£ 9.83					
Health 7 Safety Inspections	£ 214.00	£ 46.00	£ 24.00	£ 9.00	£ 293.00	£ 4.16					
Management Fee	£ 5,875.00	£ 2,092.00	£ 969.00	£ 420.00	£ 9,356.00	£ 100.00	FTT Determination Paragraph 75				
Reserves	£ 4,260.00	£ 950.00	£ 430.00	£ 340.00	£ 5,980.00	£ 84.92					
<b>Sub Total</b>	<b>£ 31,800.00</b>	<b>£ 9,517.00</b>	<b>£ 4,244.00</b>	<b>£ 1,700.00</b>	<b>£ 47,261.00</b>	<b>£ 638.25</b>					
Surplus / Deficit	-£ 2,260.00	-£ 1,404.00	-£ 852.00	-£ 403.00	-£ 4,919.00	-£ 69.85					
<b>Total</b>						<b>£ 568.40</b>					
<b>Actuals costs for flat 402</b>											
Rendall & Rittner actualised	£ 1,674.40										
Clarion Actuals	£ 2,029.32										
<b>Refund</b>	<b>£ 354.92</b>										
<b>Note Clarion management fee not included</b>	<b>£130</b>										

BLOCK A EXTERNAL					Block D EXTERNAL				
% Apportion to 402	Total	Ashmore House	% Apportion to 402	Total	Ashmore House	% Apportion to 402	Total for 402		
0.1984%		15.27%	1.42%		10.33%	1.42%			
£ 275.20	£ 7,365.75	£ 1,124.75	£ 15.97	£ 5,043.00	£ 520.91	£ 7.40	£ 298.57		
£ 33.60							£ 33.60		
£ 317.68	£ 14,908.00	£ 2,276.45	£ 32.33	£ 3,936.00	£ 406.57	£ 5.77	£ 355.78		
£ 10.77	£ 64,356.00	£ 9,827.16	£ 139.55	£ 15,605.00	£ 1,611.91	£ 22.89	£ 173.20		
£ 2.44	£ 844.00	£ 128.88	£ 1.83	£ 873.00	£ 90.18	£ 1.28	£ 5.55		
£ 0.88	£ 74.00	£ 11.30	£ 0.16	£ 95.00	£ 9.81	£ 0.14	£ 1.18		
£ 40.50	£ 24,911.00	£ 3,803.91	£ 54.02	£ 5,619.00	£ 580.41	£ 8.24	£ 92.31	FTT determination paragraph 64	
£ 71.69	£ 45,413.00	£ 6,934.57	£ 98.47	£ 8,360.00	£ 863.54	£ 12.26	£ 182.42		
£ 109.12									
£ 861.89	£ 157,871.75	£ 24,107.02	£ 342.32	£ 39,531.00	£ 4,083.33	£ 57.98	£ 1,142.62		
-£ 2.44	£ 181.00	£ 27.64	£ 0.39	-£ 808.00	-£ 83.46	-£ 1.19	-£ 3.23		
£ 859.45			£ 342.71			£ 56.80	£ 1,139.39		
Ashmore House North (D1)	Coulson House (A4)	Leonard House (D1)	Total Ashmore House	Flat 402					
				1.42%					
£ 1,447.00	£ 1,566.00	£ 585.00	£ 10,321.00	£ 146.56					
£ 545.00	£ 284.00	£ 108.00	£ 3,455.00	£ 49.06					
£ 4,426.00	£ 834.00	£ 790.00	£ 11,519.00	£ 163.57					
£ 101.00	£ 105.00	£ 40.00	£ 712.00	£ 10.11					
£ 36.00	£ 19.00	£ 7.00	£ 227.00	£ 3.22					
£ 2,240.00	£ 930.00	£ 458.00	£ 9,996.00	£ 100.00	FTT Determination Paragraph 75				
£ 1,005.00	£ 473.00	£ 374.00	£ 6,542.00	£ 92.90					
£ 9,800.00	£ 4,211.00	£ 2,362.00	£ 42,772.00	£ 565.42					
£ 22.00	-£ 483.00	£ 263.00	-£ 5,057.00	-£ 71.81					
				£ 493.61					

<b>Original Estimate</b>						
<b>Block</b>	<b>Service</b>	<b>Description</b>	<b>Year</b>	<b>Estimated Cost</b>	<b>402 AHN</b>	<b>Apportionment %</b>
Core D1						
	2497	Charge from 3rd party	2017/18	£ 16,000.00	£ 1,405.86	8.79%
	8855	Additonal 3rd party	2017/18	£ 6,000.00	£ 527.20	8.79%
Core A4	8855	Charge from 3rd party	2017/18	£ 97,204.14		
		Rendall & Rittner Total		£ 119,204.14	£ 1,933.06	
		Clarion Management Fee			£ 185.00	
		<b>Total service charge estimate</b>	<b>2017/18</b>		<b>£ 2,118.06</b>	
<b>Revised estimate</b>						
<b>Block</b>	<b>Service</b>	<b>Description</b>	<b>Year</b>	<b>Estimated Cost -5% admin</b>	<b>402 AHN</b>	<b>Apportionment %</b>
Core D1						
	2497	Charge from 3rd party	2017/18	£ 15,238.10	£ 216.38	1.42%
	8855	Additonal 3rd party	2017/18	£ 5,714.29	£ 81.14	1.42%
Core A4	8855	Charge from 3rd party	2017/18	£ 92,575.37	£ 1,314.57	1.42%
		Rendall & Rittner Total		£ 113,527.75	£ 1,612.09	
		<b>Clarion Management Fee</b>			<b>£ 185.00</b>	
		<b>Total service charge estimate</b>	<b>2017/18</b>	<b>38</b>	<b>£ 1,797.09</b>	

