



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

**Case reference** : **LON/00AS/LSC/2020/0089**

**HMCTS code  
(paper, video,  
audio)** : **V: CVPREMOTE**

**Property** : **Breakspear House, Breakspear Road  
North, Harefield UB9 6NA**

**Applicants** : **Peter and Vivien Brammer (1)  
Johanna and Gregory Holdstock (2)  
Lisa Yacoub (3)**

**Representative** : **Mr Peter Brammer**

**Respondent** : **Heritage (Breakspear) Limited**

**Representative** : **Mr Ben Rainford of Clancy  
Developments**

**Type of application** : **For the determination of the liability to  
pay service charges under section 27A of  
the Landlord and Tenant Act 1985**

**Tribunal members** : **Tribunal Judge Dutton  
Mr A Harris LLM FRICS FCI Arb  
Mrs L West MBA**

**Venue** : **Remote Video hearing on 8 and 9 April  
2021**

**Date of decision** : **20 April 2021**

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**DECISION**

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## **Covid-19 pandemic: description of hearing**

This has been a remote video hearing which has been consented to by the parties. The form of remote hearing was V: CVPREMOTE. A face-to-face hearing was not held because it was not practicable and all issues could be determined in a remote hearing. The documents that we were referred to are in a paper bundle comprising 12 sections prepared by the Applicants and a digital bundle of some 195 pages, the contents of which we have noted. The orders made are as described below.

## **Decisions of the tribunal**

- (1) The tribunal makes the determinations as set out under the various headings in this Decision.
- (2) The tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 so that none of the landlord's costs of the tribunal proceedings may be passed to the lessees through any service charge.
- (3) The tribunal determines that the Respondent shall pay the Applicant Mr Brammer £300 within 28 days of this Decision, in respect of the reimbursement of the tribunal fees paid by the Applicants in this case.

## **The application**

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") as to the amount of service charges payable by the Applicants in respect of the service charge years 2014 to 2019.

## **The hearing**

2. The Applicants were represented by Mr Peter Brammer and the Respondent was represented by Mr Ben Rainford.

## **The background**

3. The property, which is the subject of this application, is a converted period building, Breakspear House (the House) containing 9 leasehold apartments, in which the Applicants each have leasehold interests. In addition, within the Estate grounds there are 9 freehold properties, which share certain services with the House and beyond the Estate a further 8 freehold properties that share sewerage facilities and road access.
4. In the present Covid pandemic an inspection was not undertaken

5. The Applicants hold long leases of their apartments, which require the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge. The specific provisions of the lease will be referred to below, where appropriate.
6. At the same time as this application was in process the Applicants had applied for a variation of their respective leases under claim LON/00AS/LVL/2020/0001, which has been compromised. Accordingly, this decision relates to the service charge issues under s27A of the Act alone.
7. It should be noted for the sake of completeness that within the lease variation action Mr Michael Kurzberg requested and was allowed observer status.
8. We also record that at the start of the hearing Ms Lisa Yacoub attended and told us that her father's interest in apartment 4 had been transferred to her in 2019.
9. Mr Brammer had prepared detailed documentation, including a Scott Schedule, and a statement of case, which mirrored the Scott Schedule, but with some narrative. In addition, we were supplied with a number of "Support Attachments": Accounts for the years in dispute, the lease to his apartment, which is common to all, and witness statements of Mr and Mrs Brammer and Lynne Simpson and Harry Sherwood, the latter being a couple who had been involved in earlier proceedings in the tribunal relating to their freehold property Tarleton Lodge.
10. For the Respondent Heritage (Breakspear) Limited, Clancy Developments acting on its behalf had filed, in digital format, a bundle responding to the allegations made and providing some invoices.
11. Although not a party to these proceedings Mr Kurzberg had been in regular contact with the tribunal. This contact continued to the second day of the hearing when he sent in an email with a detailed response to some of the evidence we had received the day before. The message included photographs of a bin store and copy invoices. With respect to him and, whilst we accept this contact was what he considered to be of assistance to the tribunal, he has no status and his evidence will have to be viewed in that light. The same may be said of the involvement of Leete Estate Management, who were the managing agents of the development, it would seem from 2014 to 2019. Although they were allowed to play some part in the hearing on the first day no witness statement had been produced and accordingly the weight we can give to the comments they made will have to be considered in that light.
12. Mr Brammer took us through his statement of case on an item by item basis and Rainford responded in the same manner. There were a number

of issues which were compromised, withdrawn or conceded during the first day of the hearing.

13. For the second day of the hearing Mr Brammer had, overnight, produced an amended Statement showing the items agreed on the first day. We confirmed with Mr Rainford that the Statement accurately reflected the matters resolved the day before. In fact, there were further concessions on both sides on the second day and these are reflected in the attached updated Scott Schedule which reflects a reviewed statement of case which was agreed by Mr Rainford.
14. This decision addresses only those matters that remained in dispute at the conclusion of the hearing. For the overall position reference should be had to the Scott Schedule annexed hereto.
15. We are grateful to the parties for the attitude shown, which was both helpful and often conciliatory. We hope this bodes well for the future.

### **Accounting**

16. Mr Brammer confirmed that he was content with the definition of Statutory Charges to include the accountancy charges as well as management costs. They are shown under this heading in the accounts from 2017 onwards.
17. He did not understand what the certification fee was. The accounts refer to 'Service Charge Accountant' and there appears to be an accountancy charge both for the House and the Estate, which varies slightly each year but averages at around £565 for the Grounds/Estate accounts and around £508 for the House.
18. The lease at the Fifth Schedule paragraph (6) provides for the lessee to pay a fair proportion of the costs of maintaining and repairing various common facilities and structures and includes the phrase 'Statutory Charges', which does not appear to be further defined. It is accepted that the Applicants pay equal shares of the service charge costs and this, we were told, included apartment 1, the owner of which did not participate in these proceedings.
19. Paragraph 2.4 of the Eight Schedule to the lease says this: "*The Lessor shall as soon as reasonable (sic) possible after the end of each accounting period (and in any event within 3 months) provide a detailed account showing expenditure incurred by the Lessor in providing the Services during the preceding accounting period and of the Lessee's proportion payable by the Lessee for such period to be audited by the Lessor's accountant which shall except in the case of manifest error be conclusive evidence for all matters referred to in the said account*"

20. It was Mr Brammer’s case that there was no audit and that there were “manifest errors”. These errors were, for example, incorrect recording of management fees, wrong allocation of electricity costs and insurance premiums. It was also said that the accounts were frequently produced outside the period provided for in the lease.
21. For the Respondent Mr Rainford said he did not consider that it was necessary to carry out a full-blown audit. The accounts were prepared by a qualified accountant.
22. Mr Leete commented that they were using a mix of Prop Man accounting and Excel spread sheets and that it was possible that another accounting package would have picked up any errors.

**The tribunal’s decision**

23. The tribunal determines that the amount payable in respect of the accounting charges is £2,880 in respect of the Estate (Grounds) and £2,710 in respect of the accounts for the House, made up as follows.

Accounts Certification Fee  
Schedule 1 - Grounds

Payments:

2014/15	£510
2015/16	£510
2016/17	£600
2017/18	£600
2018/19	£600
<u>2018/19</u>	<u>£570</u>
Total	£2,880

Accounts Certification Fee  
Schedule 2 - House

Payments:

2014/15	£340
2015/16	£340
2016/17	£600
2017/18	£600
2018/19	£600
<u>2018/19</u>	<u>£570</u>
Total	£2,710

**Reasons for the tribunal’s decision**

24. We agree with Mr Rainford that the steps undertaken by the accountant meet the requirements of the lease. An Audit can be defined as the

inspection of the accounts of a business and the production of a report by an outside person. If there are errors it would seem they were down to wrong information being given, which might have been prevented if the managing agents had better accounting facilities. We do not consider that the accountant has so failed that the fees charged are irrecoverable. Further, no alternative fee is suggested, and our knowledge and experience would suggest that the average fee charged is reasonable.

### **Secretarial fee**

25. We were told that these represented disbursements incurred by the managing agents Leete Estate Management (Leete). The Applicants challenged these costs as being unjustifiable and anyway should have been within the management fee.

26. These charges are as follows:

2015/16	£181.00	
2016/17	£176.00	
2017/18	£194.00	
2018/19	£109.00	Total still disputed £669.00

### **The tribunal's decision**

27. The tribunal determines that the amount of £669 is not payable.

### **Reasons for the tribunal's decision**

28. There is no management agreement as such, just the letter dated 20 October 2014. This letter, however, contains no terms. Apart from indicating the appointment lasts for a period of 6 months there are no other terms as to payment or other expenses. We shall have to address the question of the managing agent's annual fees in due course. The sums claimed in respect of the House indicate an average charge of around £450. We find that the average charge for this item is under £20 per lease per year for the four years charged and should have been part of the annual charge, in the absence of any documentation to the contrary.

### **Interest and charges for credit on Insurance premium**

27. This, we were told, was a credit arrangement Leete had put in place to cover the costs of the annual premium. This was because there were insufficient funds in the service charge account at the time the premium was payable, which would seem to be August each year. The lease provides a paragraph 2.2 of the Eighth Schedule that there should be equal payments in advance against the service charge costs on 1 April

and 1 October in each year. There appears to be a typographical error in that in the third line from the end of that clause; the second “Lessor” should be Lessee.

28. For the Applicants Mr Brammer asserted that the leaseholders at the House paid their service charges on time and it was as a result of the freehold owners not paying their contributions that there were potentially insufficient funds. This was, he said, because the freeholders were deeply unhappy with the managing agents, as evidenced by the statements of Lynne Simpson and Harry Sherwood and Mr and Mrs Brammer.

29. These charges are as follows:

2016/17 Disputed	£496.92	
2017/18 Disputed	£490.77	
2018/19 Disputed	£582.47	Total Still disputed £1,570.16

### **The tribunal’s decision**

30. The tribunal disallows the sum of £1,570.16 in respect of the credit arrangements for the insurance premiums for the years 2016 to 2019.

### **Reasons for the tribunal’s decision**

31. The sums claimed total £1,570.16 and it is accepted by the Respondents that a credit arrangement was in place for the years 2016 – 2019. We could understand the need for such an arrangement in the earlier years. However, from 2016 onwards the Respondent should have been fully aware of the insurance provisions and budgeted accordingly. It may be that there was a shortfall as a result of contributions from others, but steps should have been taken to recover those funds. It is not reasonable to penalise the Applicants for this problem.

### **Irrigation Plant maintenance contract**

32. Our records of the hearing show that the Respondent conceded half the sum claimed in 2016-17, which was in total £1860, and conceded on the sum of £702 for the following year. This left the balance in dispute of £930, which Mr Rainford says remains and upon which we should make a decision.

33. It was said by Mr Brammer that the plant was not working during this period. The original statement complained that the system was essentially not fit for purpose. It does, however, indicate that some works were undertaken by reference to solenoids sticking and cleaning and unnecessary watering.

34. The disputed charges are as follows:

Year 2016/17 £1,860  
Year 2017/18 £702

### **The tribunal's decision**

35. There have been substantial concessions made by the Respondent in respect of this particular overhead. The balance remaining of £930, seems a reasonable amount to pay in respect of this head and we therefore allow that amount.

### **Reasons for the tribunal's decision**

36. It is with a certain element of pragmatism that we allow this sum. There was little evidence given to us. It does seem clear that the system is not functioning as well as it should. No contract was produced but it would appear that the system was up and running by November 2019. Although Mr Brammer indicated that the system was not working in 2016/17, there is insufficient evidence to be certain as to the periods it was in operation. It is, we find, reasonable to allow the balancing sum of £930.

### **Treatment Plant Maintenance**

37. The sum outstanding is £,2860 being the sum claimed for the year 2017/18. Full details of the repairs were requested both in the original statement and at the hearing, Indeed Mr Brammer indicated that, if supporting papers could be produced, the Applicants may abandon this complaint. We are not aware that any such documentation was produced.
38. We were told that the problem with this element was that a compressor had failed and was not replaced. The compressor, we were told, assisted in the breakdown of the slurry. It seems that Mr Brammer and Mr Sherwood had met an engineer who had explained that the problem related to the faulty/missing compressor, which it seems remained in this condition for some time.
39. The disputed charge is as follows: Year 2017/18 £2,860

### **The tribunal's decision**

40. We disallow the sum of £2,860 in respect of the year 2017/2018

### **Reasons for the tribunal decision**

41. An offer was made by Mr Brammer to review the position on production of supporting paperwork, which does not appear to have been supplied. We accept Mr Brammer's evidence concerning the missing/faulty



compressor and that this was left unattended for some time. In those circumstances, given that the Applicants withdrew their complaint about the earlier year, it is, we find, reasonable to disallow this sum as there is no evidence as to what works were undertaken.

### **Sewers De-sludge**

42. The year in dispute is 2016/17. This is the year that the Applicants withdrew their challenge in respect of the treatment plant maintenance, but such withdrawal was on the basis that it reflected a certain wish to reach a compromise on matters.
43. The charges for this item of work averaged, over the three years not disputed, £1743. The claim for the year 2061/17 is £6319. The Applicants accept some de-sludging and put forward a figure of £2,250, leaving £3,799 still in dispute.
44. The disputed charge is Year 2016/17 £6,319 of which the Applicant disputed £3,799 and withdrew their challenge to £2,520, which they accepted should be payable.

### **The tribunal's decision**

45. The sum of only £2,250 is allowed and payable. The balance of £3,799 is disallowed.

### **Reasons for the tribunal's decision**

46. It is clear from the Applicants' statement of case that there have been annual charges for de-sludging and that these have been paid. The year in dispute shows nearly a four-fold increase in the average charge for the other years. We are left to conclude, in the absence of any evidence from the Respondent, that this extra cost relates to the non-functioning plant. It appears to be accepted that the compressor was out of action for some time and we can accept that this would have resulted in additional payments. However, it is our finding that these additional payments were as a result of the failure of the Respondent, through its agent, to rectify the problem in a timely manner.

### **Sewers pump repairs**

47. We were told that this was a misnomer as there is no sewer pump, and this was conceded by Leete Estate Management; in fact the heading should be 'Sewer Repairs'. A further clarification from Leete indicated that this was treatment plant repairs.

48. The sum claimed is not insignificant, being £2,664. It is noted that this sits as something of an outlier as the average of the costs before and after is only £348.
49. Details of the charges for this item are as follows:

Year 2015/16 £322	Withdrawn
Year 2016/17 £586	Withdrawn
<b>Year 2017/18 £2,664</b>	<b>Disputed</b>
Year 2018/19 £126	Withdrawn

### **The tribunal's decision**

50. We find that the sum claimed is not reasonable and thus not payable. However, we find that there would likely be expenses, given the years before and after. The average claim is £348 and find that is the amount which we will allow for the year 2017/2018.

### **Reasons for the tribunal's decision**

51. The sums sought for the years before and after are considerably less than for the year 2017/18, without explanation. We would have expected there to be some evidence of costs being spent on this head, but none were shown to us.
52. In the light of the lack of supporting evidence, and given that the Applicants have raised a valid complaint without response, we find that the sum of £2,664 should be disallowed but will allow the average of £348.

### **Management fees for the House and the Grounds**

53. The Applicants state that they were never consulted over the appointment of Leete Management to the role as managing agent. Their appointment appears to be based on a letter dated 20 October 2014 in which they indicate what their tasks will be, and that the appointment is for a period of 6 months. No mention of fees or disbursements is set out in this letter.
54. We did consider whether the Applicant's complaint about non-consultation was relevant but conclude that the contract, being determinable after 6 months does not, on the face of it, constitute a qualifying long-term agreement, for which consultation would be required.
55. The management came to an end following a resignation letter dated 7 November 2019. It is suggested by Mr Leete that the estate is unmanageable, as a result of the faulty freehold provisions and the terms of the leases as well as a lack of communication and understanding of the works undertaken or suspended.

56. The charges made for this element are as shown below:

Management Fees Grounds

Annual Accounts Payments:

Year 2014/15 £6,430.50

Year 2015/16 £6,000

Year 2016/17 £6,000

Year 2017/18 £6,000

Year 2018/19 £6,000

Total disputed £30,430.50

Management Fees House

Annual Accounts Payments:

Year 2014/15 £4,287

Year 2015/16 £4,000

Year 2016/17 £6,000

Year 2017/18 £4,000

Year 2018/19 £4,000

£4,000 Still disputed and £2,000 conceded

Total disputed £22,287

**The tribunal's decision**

57. Taking the matter in the round and considering the submissions made we conclude that it would be appropriate to reduce the Management fees for both the House and the Grounds by 50%. This means that the total sum allowed for the management of the House is £10,144, taking into account the agreed reduction of £2,000 for the year 2016/17. For the Grounds the total sum allowed is £15,215.

**Reasons for the tribunal's decision**

58. We are extremely surprised that the Respondent and Leete should allow the management of the Estate and the House to continue for 5 years without a review of the contractual arrangement, which would have revealed the lack of an agreement. In our finding this does go some way to explain the perceived lack of care which has been the cause of concern on the part of the Applicants.
59. In addition, there is evidence that the standard of management was at times lacking. It may be that Leete found the scrutiny they were put under difficult to deal with, but to a large extent that seems to be as a result of the failings both in the management of the Estate and the control exerted by the Respondent.
60. It would appear from exhibited correspondence that there was general dissatisfaction with the level of management and it is said that the alleged deterioration in the Estate has impacted on the value of the Applicants' properties.

61. That being said there is no doubt, in our finding, that some management was taking place. The gardening was done, bills were paid and a number of items on the accounts were not the subject of challenge or, if they were, resulted in withdrawal or compromise.
62. Taking these issues into account we find that it would be reasonable to allow 50% of the fee claimed for each year.

### **Application under s.20C and refund of fees**

63. At the end of the hearing, the Applicants made an application for a refund of the fees that they had paid in respect of the application/hearing<sup>1</sup>. Having heard the submissions from the parties and taking into account the determinations above, we order the Respondent to refund all the fees paid for this claim in the sum of £300 within 28 days of the date of this decision. We shall address the fees in respect of the claim for a lease variation under reference LON/00AS/LVL/2020/0001, when that is finalised, but our present view is that the Respondent should contribute half the fees, namely £150.
64. In the application form and at the hearing, the Applicants applied for an order under section 20C of the 1985 Act. Although the landlord indicated that no costs would be passed through the service charge, for the avoidance of doubt, we nonetheless determine that it is just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act, so that the Respondent may not pass any of its costs incurred in connection with the proceedings before the tribunal through the service charge.

**Name:** Tribunal Judge Dutton

**Date:** 20 April 2021

### **Rights of appeal**

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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.

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<sup>1</sup> The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013

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 .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.

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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

## Scott Schedule For Disputed Service Charges 2014/15

TRIBUNAL NOTE: THE REFUND COLUMNS HAVE NOT BEEN UPDATED BY THE TRIBUNAL DECISION OF SUMS ALLOWED

ITEM	Disputed Charge	TENANTS COMMENTS	%	Apartment 2	Apartment 3	Apartment 4	LANDLORDS COMMENTS	FINAL POSITION FOLLOWING TRIBUNAL HEARING	SUMS ALLOWED BY TRIBUNAL
				1st Nov 2013	24th Oct 2014	1st Feb 2016			
				Refund Claimed	Days	Refund Claimed			
<b>STATUTORY</b>									
Accountant									
Estate	510.00	See Category 2.1 Page 18	5.55%	28.31	5.27	N/A		STILL DISPUTED	510.00
House	340.00	See Category 2.1 Page 18	11.11%	37.77	7.04	N/A		STILL DISPUTED	340.00
Management Charge in Accounts									
Estate £6,430.50	430.50	Over invoiced	5.55%	23.89	4.45	N/A		STILL DISPUTED	215.25
	6,000.00	See Category 15.0 Page 37	5.55%	333.00	62.04	N/A		STILL DISPUTED	3,000.00
House	287.00	Over invoiced	11.11%	31.89	5.94	N/A		STILL DISPUTED	143.50
House £4,287	4,000.00	See Category 15.0 Page 38	11.11%	444.40	82.79	N/A		STILL DISPUTED	2,000.00
<b>INSURANCE</b>									
House Insurance									
Buildings/P L Insurance Overpayment	291.97	See Category 3.1 Page 20	11.11%	32.44	6.04	N/A	Conceded		
Buildings/P L Insurance Misallocation	550.00	SEE SPREAD SHEET 43A	11.11%	61.11	11.38	N/A	Conceded		
<b>HEALTH &amp; SAFETY</b>									
Estate	1,267.20	Withdrawn						Advised For Pest Control	
<b>UTILITIES</b>									
House	2,899.74	See Category 5.0 Page 22						Applicants Proposal See Summary	
Landlords Electric Meter - Grounds	3,262.21	See Category 5.0 Page 22						Applicants Proposal See Summary	
<b>MAINTENANCE REPAIRS</b>									
General									
House	1,551.93	Withdrawn							
<b>GROUNDS MAINTENANCE</b>									
Grounds Maintenance Contract	19,723.60	Withdrawn							
Maintenance & Repair	1,154.94	Withdrawn							
<b>ACCESS/SECURITY</b>									
Access Security	2,020.90	Withdrawn							
<b>FIRE CONTROL</b>									
Emergency Lighting Contract	1,620.00	Withdrawn							
<b>CAR PARK</b>									
Utilities	1,087.40	See Category 5.0 Page 22						Applicants Proposal SEE SUMMARY	
<b>TELEPHONE</b>									
Telephone Estate	967.70	See Category 7.5 Page 24						50% conceded £483.85 withdrawn	
	483.85	Withdrawn							
	483.85	50% bill conceded	5.55%	26.85	5.00	N/A	Conceded		
Telephone House	548.07	See Category 7.4 Page 24							
	49,480.86								
				TOTAL £	1,019.65	£	189.96	£	-

### Notes

Respondent provided Insurance Schedules on the 10th March 2021, show an overpayment of the total bill of £291.87

From the Schedules supplied it is confirmed there Policy in place for the Grounds and Estate, the house paid all the Public Liability, £550 should have been allocated to the Estate. Thus the apartment owners overpaid.

Applicants compromise proposal for the electricity was accepted by the Respondent and a lump sum agree

£779.89 for Apartment 2

£779.89 for Apartment 3

£779.89 for Apartment 4

Whilst we are disputing all the Management Fees, the Managing fee was £6000 for the Estate and £4,000 for the House.

We were over invoiced

£430.50 for the Estate

£287.00 on the House

TRIBUNAL NOTE: THE REFUND COLUMNS HAVE NOT BEEN UPDATED BY THE TRIBUNAL DECISION OF SUMS ALLOWED

Scott Schedule for Disputed Service Charges 2015/16 - Sheet 1

ESTATE MAINTENANCE									
				Apartment 2	Apartment 3	Apartment 4 1st Feb 2016			
ITEM	Disputed Charge	TENANTS COMMENTS	%	Refund Claimed	Refund Claimed	Days	RESPONDENTS COMMENTS	FINAL POSITION FOLLOWING TRIBUNAL HEARING	SUMS ALLOWED BY TRIBUNAL
<b>STATUTORY</b>									
Accountant	510.00	See Category 2.1 Page 18	5.55%	28.31	28.31	4.58		STILL DISPUTED	510.00
Bank Charges		Withdrawn							
Management Fee	6,000.00	See Category 15.1 Page 37	5.55%	333.00	333.00	53.83		STILL DISPUTED	3,000.00
Secretarial/Statutory Fees	181.00	See Category 2.4 Page 19	5.55%	10.05	10.05	1.62		STILL DISPUTED	0.00
<b>INSURANCE</b>									
Grounds Public Liability	550.00	Withdrawn	5.55%						
Estate Assets (Fixtures & Fittings)	825.00	Withdrawn	5.55%						
<b>UTILITIES</b>									
Landlords Electric Meter - Grounds	1,369.00						Applicants Proposal Accepted		
<b>MAINTENANCE REPAIRS</b>									
General	2,060.00	Withdrawn							
	1,400.00	Withdrawn							
Installation of a Car Park Sub-meter	600.00	See Category 8.1 Page 25	5.55%	33.30	33.30	5.38	CONCEDED		
<b>GROUNDS MAINTENANCE</b>									
Garden Expend/Improvements	1,766.00	Withdrawn						Garden Waste Removal	
Grounds Maintenance Contract	19,723.60	Withdrawn	5.55%						
Irrigation Plant Maintenance	1,141.00	Withdrawn							
Irrigation Plant Maintenance Contract	304.00	Withdrawn	5.55%						
<b>ACCESS/SECURITY</b>									
CCTV Maintenance Contract	600.00	Withdrawn							
	300.00	Withdrawn							
	300.00		5.55%	16.65	16.65	2.69	Respondent Concede £300 of the £600 disputed		
CCTV Maintenance Repairs	2,077.00	Withdrawn					Invoices identified		
<b>SUB-TOTAL</b>				£ 421.30	£ 421.30	£ 68.10			





TRIBUNAL NOTE: THE REFUND COLUMNS HAVE NOT BEEN UPDATED BY THE TRIBUNAL DECISION OF SUMS ALLOWED

Scott Schedule for Disputed Service Charges 2016/17 - Sheet 1

SCHEDULE 1 - GROUNDS MAINTENANCE & FACILITIES									
ITEM	Disputed Charge	TENANTS COMMENTS	%	Apartment 2	Apartment 3	Apartment 4	LANDLORDS COMMENTS	FINAL POSITION FOLLOWING TRIBUNAL HEARING	SUMS ALLOWED BY TRIBUNAL
				Refund Claimed	Refund Claimed	Refund Claimed			
<b>STATUTORY</b>									
Accountant	600.00	See Category 2.1 Page 18	5.55%	33.30	33.30	33.30		STILL DISPUTED	600
Bank Charges	255.00	Withdrawn							
Legal/Professional Fees	437.00		5.55%	24.25	24.25	24.25	Respondent has conceded		
Management Fee	6,000.00	See Category 15.1 Page 37	5.55%	333.00	333.00	333.00		STILL DISPUTED	3,000.00
Secretarial/Statutory Fees	176.00	See Category 2.4 Page 19	5.55%	9.77	9.77	9.77		STILL DISPUTED	0.00
<b>UTILITIES</b>									
Landlords Electric Meter - Grounds	2,277.00						Applicants Proposal Accepted		
<b>MAINTENANCE REPAIRS</b>									
General	1,814.00	Withdrawn							
Bins Contract Hire	256.00	Withdrawn							
Pest Control	150.00	Withdrawn							
<b>GROUNDS MAINTENANCE</b>									
Garden Maintenance Contract	19,622.00	Withdrawn							
Garden Improvements	564.00	See Category 9.4 Page 31	5.55%	31.30	31.30	31.30	Conceded Bundle B page 151 Heathfield		
Irrigation Plant Maintenance Contract	1,860.00	See Category 9.7 Page 32	5.55%	103.23	103.23	103.23		STILL DISPUTED	930.00
<b>SUB-TOTAL</b>				£ 534.85	£ 534.85	£ 534.85			

## Scott Schedule for Disputed Service Charges 2016/17 - Sheet 2

SCHEDULE 2 - APARTMENTS									
ITEM	Disputed Charge	TENANTS COMMENTS	%	Apartment 2 Refund Claimed	Apartment 3 Refund Claimed	Apartment 4 Refund Claimed	LANDLORDS COMMENTS	FINAL POSITION FOLLOWING TRIBUNAL HEARING	SUMS ALLOWED BY TRIBUNAL
<b>STATUTORY</b>									
Accountant	600.00	See Category 2.1 Page 18	5.55%	33.30	33.30	33.30		STILL DISPUTED	600.00
Management Fee	4,000.00	See Category 15.1 Page 37	11.11%	444.40	444.40	444.40		STILL DISPUTED	2,000.00
Shown as £6,000 in the accounts	2,000.00	Error in the accounts	11.11%	222.20	222.20	222.20	Conceded		
<b>INSURANCE</b>									
Buildings/P L Insurance Misallocation	550.00	See Category 3.2 Page 20	11.11%	61.11	61.11	61.11	Conceded		
Estate Assets Insurance Misallocation	825.00	See Category 3.3 Page 21	11.11%	91.66	91.66	91.66	Conceded		
Credit Interest & Charges	582.47	See Category 3.5 Page 21	11.11%	64.71	64.71	64.71		STILL DISPUTED	0.00
Buildings Insurance	9,193.00	Withdrawn							
<b>HEALTH &amp; SAFETY</b>									
Risk Assessment	119.00	Withdrawn							
Fire Assessment	240.00	Withdrawn							
<b>UTILITIES</b>									
Landlords Electric Meter	3,080.00	See Category 5.0 Page 22					Applicants Proposal Accepted		
<b>MAINTENANCE REPAIRS</b>									
External	1,627.00	Withdrawn					Bundle B page 130,131 & 132		
Pest Control Contract	144.00	Withdrawn							
<b>FIRE CONTROL</b>									
Fire Alarm Maintenance	798.00	Withdrawn							
Maintenance & Repairs	477.00	Withdrawn							
Fire Alarm - Line rental	231.00	Withdrawn							
<b>LIFT CONTROL</b>									
Service Contract	490.00	See Category 13.2 Page 36							
Telephone Line Rental & Calls	231.00	See Category 13.1 Page 35	11.11%	25.66	25.66	25.66	CONCEDED		
Engineering & Inspection	344.00	See Category 13.3 Page 36							
<b>SUB-TOTAL</b>				£ 943.04	£ 943.04	£ 943.04			

### Scott Schedule for Disputed Service Charges 2016/17 - Sheet 3

<b>SCHEDULE 3 - CARPARK</b>									
ITEM	Disputed Charge	TENANTS COMMENTS	%	Apartment 2 Refund Claimed	Apartment 3 Refund Claimed	Apartment 4 Refund Claimed	LANDLORDS COMMENTS	FINAL POSITION FOLLOWING TRIBUNAL HEARING	SUMS ALLOWED BY TRIBUNAL
DESCRIPTION									
Car Park Electric Supply							Applicants Proposal Accepted		
<b>SUB-TOTAL</b>	£ -								

<b>SCHEDULE 4 - DRAINAGE</b>									
ITEM	Disputed Charge	TENANTS COMMENTS	%	Apartment 2 Refund Claimed	Apartment 3 Refund Claimed	Apartment 4 Refund Claimed	LANDLORDS COMMENTS	FINAL POSITION FOLLOWING TRIBUNAL HEARING	SUMS ALLOWED BY TRIBUNAL
Treatment Plant Maintenance	1,014.00	WITHDRAWN							
De-Sludge Accounts £6,319	3,799.00 2,520.00 6,319.00	See Category 14.2 Page 36 WITHDRAWN	3.846%	146.11	146.11	146.11		Accepted would be payable	0 2520
Pump Repairs	586.00	WITHDRAWN							
Water Sampling Accounts £2,976	1,576.00 1,400.00 2,976.00	See Category 14.4 Page 37 WITHDRAWN	3.846%	60.61	60.61	60.61	Conceded on the 2nd March & 05.04.21		
<b>SUB-TOTAL</b>				£ 206.72	£ 206.72	£ 206.72			
<b>TOTAL</b>				£ 1,684.62	£ 1,684.62	£ 1,684.62			

For the De-Sludge we are disputing the variance in the Accounts £6,319 and the Budget £2,520 giving the disputed amount of £3,799

The extra water sampling costs were a direct result of failure of the Respondent and its agents to adequately investigate and ensure the correct running of the plant. Basis sampling costs of £1,398 in fiscal year 2018/19 we have assumed a reasonable cost for sampling is £1,400 . We are claiming the difference of £2,976 less £1,400 giving a disputed amount of £1,576.

There was no proportion of the insurance allocated to the Estate Assets or Public Liability. The House paid all the Insurance.

TRIBUNAL NOTE: THE REFUND COLUMNS HAVE NOT BEEN UPDATED BY THE TRIBUNAL DECISION OF SUMS ALLOWED

Schedule Claim for Refund of Service Charges 2017/18 - Sheet 1

SCHEDULE 1 - GROUNDS MAINTENANCE & FACILITIES									
ITEM	Disputed Charge	TENANTS COMMENTS	%	Apartment 2 Refund Claimed	Apartment 3 Refund Claimed	Apartment 4 Refund Claimed	LANDLORDS COMMENTS	FINAL POSITION FOLLOWING TRIBUNAL HEARING	SUMS ALLOWED BY TRIBUNAL
<b>STATUTORY</b>									
Accountant Certification Fee	600.00	See Category 2.1 Page 18	5.55%	33.30	33.30	33.30		STILL DISPUTED	600
Bank Charges	224.00	Withdrawn							
Management Fee	6,000.00	See Category 15.1 Page 37	5.55%	333.00	333.00	333.00		STILL DISPUTED	3,000.00
Secretarial/Statutory Fees	194.00	See Category 2.4 Page 19	5.55%	10.77	10.77	10.77		STILL DISPUTED	0.00
Late Payment Fee	45.00	Withdrawn							
<b>HEALTH &amp; SAFETY</b>									
Risk Assessment	209.00	Withdrawn					Subject to receiving copies of all the reports	REPORTS STILL NOT PROVIDED	
Electrical Test	432.00	Withdrawn							
H&S Remedial Works	455.00	See Category 4.0 Page 22	5.55%	25.25	25.25	25.25	CONCEDED		
<b>GROUNDS MAINTENANCE</b>									
Garden Maintenance Contract	19,284.00	Withdrawn	5.55%						
Garden Expenditure	1,000.00	Withdrawn							
Garden Improvements	1,015.00	Withdrawn							
Irrigation Plant Maintenance Contract	702.00						Garden Bench's £2000 should be in one category		
Tree Maintenance & Inspection	2,268.00	See Category 9.5 Page 31	5.55%	125.87	125.87	125.87	CONCEDED		
<b>ACCESS/SECURITY</b>									
Entry Phone Maintenance Contract	66.00	Withdrawn							
CCTV Maintenance Contract	144.00	Withdrawn					Respondent advised Vetch for fire alarm		
<b>SUB-TOTAL</b>				£ 528.19	£ 528.19	£ 528.19			

## Schedule Claim for Refund of Service Charges 2017/18 - Sheet 2

SCHEDULE 2 - APARTMENTS									
ITEM	Disputed Charge	TENANTS COMMENTS	%	Apartment 2 Refund Claimed	Apartment 3 Refund Claimed	Apartment 4 Refund Claimed	LANDLORDS COMMENTS	FINAL POSITION FOLLOWING TRIBUNAL HEARING	SUMS ALLOWED BY TRIBUNAL
<b>STATUTORY</b>									
Accountant	600.00	See Category 2.1 Page 18	11.11%	66.66	66.66	66.66		STILL DISPUTED	600.00
Management Fee	4,000.00	See Category 15.1 Page 37	11.11%	444.40	444.40	444.40		STILL DISPUTED	2,000.00
<b>INSURANCE</b>									
Buildings/P L Insurance Misallocation	550.00	See Category 3.1 Page 20	11.11%	61.11	61.11	61.11	Conceded		
Estate Assets Insurance Misallocation	825.00	See Category 3.1 Page 20	11.11%	91.66	91.66	91.66	Conceded		
Credit Interest & Charges	490.77	See Category 3.1 Page 20	11.11%	54.52	54.52	54.52		STILL DISPUTED	0.00
Buildings Insurance	12,023.00	Withdrawn							
<b>HEALTH &amp; SAFETY</b>									
Fire Assessment	209.00	Withdrawn					Subject to receiving copies of all the reports		
Electrical Test	576.00	Withdrawn							
H&S Remedial Works	651.00	See Category 4.0 Page 22	12.50%	81.38	81.38	81.38	CONCEDED		
<b>UTILITIES</b>									
Landlords Electric Meter K11C00183	5,673.00	See Category 5.0 Page 22					Applicants Proposal Accepted		
<b>MAINTENANCE REPAIRS</b>									
Internal Harrow Security	1,713.00	See Category 8.3 Page 26	12.50%						
	153.00	Incorrect Handle Fitted Bundle B 133	7.00%	3.57	3.57	3.57	Conceded		
We paid 7% over charge	1,428.00	This is an Estate Cost	7.00%	33.32	33.32	33.32	Conceded Platinum Estate Cost Bundle B 134		
We paid 7% over charge	132.00	This is an Estate Cost	7.00%	3.08	3.08	3.08	Conceded Platinum Estate Cost Bundle B 135		
Gutter Cleaning	820.00	Withdrawn							
<b>FIRE CONTROL</b>									
Fire Alarm Maintenance	798.00	Withdrawn							
Maintenance & Repairs	486.00	Withdrawn							
Fire Alarm - Line rental 01895 582 415	316.00	Withdrawn							
Emergency Lighting Contract	240.00	CONCEDED	11.11%	26.66	26.66	26.66	CONCEDED		
<b>LIFT CONTROL</b>									
Service Contract	515.00	Withdrawn							
Telephone Line Rental & Calls 01895 824 408	419.00	CONCEDED	12.50%	52.38	52.38	52.38			
Engineering & Inspection	363.00	Withdrawn							
<b>SUB-TOTAL</b>				£ 918.73	£ 918.73	£ 918.73			

Schedule Claim for Refund of Service Charges 2017/18 - Sheet 3

SCHEDULE 3 - CARPARK									
ITEM	Disputed	TENANTS COMMENTS	%	Apartment 2 Refund Claimed	Apartment 3 Refund Claimed	Apartment 4 Refund Claimed	LANDLORDS COMMENTS	FINAL POSITION FOLLOWING TRIBUNAL HEARING	SUMS ALLOWED BY TRIBUNAL
	Charge								
Locker Maintenance	144.00	See Category 8.8 Page 27	10.00%	14.40	14.40	14.40	CONCEDED		
	£ 144.00			£ 14.40	£ 14.40	£ 14.40			
		<b>SUB-TOTAL</b>							
SCHEDULE 4 - DRAINS									
ITEM	Disputed	TENANTS COMMENTS	%	Apartment 2 Refund Claimed	Apartment 3 Refund Claimed	Apartment 4 Refund Claimed	LANDLORDS COMMENTS	FINAL POSITION FOLLOWING TRIBUNAL HEARING	SUMS ALLOWED BY TRIBUNAL
	Charge								
Treatment Plant Maintenance	2,860.00	See Category 14.1 Page 36	3.846%	110.00	110.00	110.00		Still Disputed	0
De-Sludge	1,632.00	Withdrawn							
Pump Repairs	2,664.00	See Category 14.3 Page 37	3.846%	102.46	102.46	102.46		Still Disputed	348
Water Sampling	1,782.00	Withdrawn							
Telemetry Repairs	822.00	Withdrawn							
		<b>SUB-TOTAL</b>		£ 212.45	£ 212.45	£ 212.45			
		<b>TOTAL</b>		£ 1,673.78	£ 1,673.78	£ 1,673.78			

TRIBUNAL NOTE: THE REFUND COLUMNS HAVE NOT BEEN UPDATED BY THE TRIBUNAL DECISION OF SUMS ALLOWED

Schedule Claim for Refund of Service Charges 2018/19 - Sheet 1

SCHEDULE 1 - GROUNDS MAINTENANCE & FACILITIES				Apartment 2	Apartment 3	Apartment 4		FINAL POSITION FOLLOWING TRIBUNAL HEARING	SUMS ALLOWED BY TRIBUNAL
ITEM	COST	TENANTS COMMENTS	%	Refund Claimed	Refund Claimed	Refund Claimed	LANDLORDS COMMENTS		
<b>STATUTORY</b>									
Accountant Certification Fee	570.00	See Category 2.1 Page 18	5.55%	31.64	31.64	31.64		STILL DISPUTED	570
Bank Charges	128.00	Withdrawn							
Management Fee	6,000.00	See Category 15.1 Page 37	5.55%	333.00	333.00	333.00		STILL DISPUTED	3,000.00
Secretarial/Statutory Fees	68.00	See Category 2.4 Page 19	5.55%	3.77	3.77	3.77		STILL DISPUTED	0.00
<b>INSURANCE</b>									
Grounds Public Liability	550.00	Withdrawn	5.55%						
Estate Assets (Fixtures & Fittings)	825.00	Withdrawn	5.55%						
<b>UTILITIES</b>									
Landlords Electric Meter - Grounds	750.00	See Category 5.0 Page 22					Applicants Claim Accepted		
<b>MAINTENANCE REPAIRS</b>									
Estate Repairs	1,585.00	Withdrawn							
<b>GROUNDS MAINTENANCE</b>									
Garden Maintenance Contract	20,081.00	Withdrawn							
Tree Maintenance & Inspection	1,150.00	Withdrawn							
<b>SUB-TOTAL</b>				£ 368.41	£ 368.41	£ 368.41			

## Schedule Claim for Refund of Service Charges 2018/19 - Sheet 2

SCHEDULE 2 - APARTMENTS									
ITEM	Disputed Charge	TENANTS COMMENTS	%	Apartment 2 Refund Claimed	Apartment 3 Refund Claimed	Apartment 4 Refund Claimed	LANDLORDS COMMENTS	FINAL POSITION FOLLOWING TRIBUNAL HEARING	SUMS ALLOWED BY TRIBUNAL
<b>STATUTORY</b>									
Accountant	570.00	See Category 2.1 Page 18	11.11%	63.33	63.33	63.33		STILL DISPUTED	570.00
Bank Charges	53.00	Withdrawn							
Management Fee	4,000.00	See Category 15.2 Page 38	11.11%	444.40	444.40	444.40		STILL DISPUTED	2,000.00
Secretarial/Statutory Fees	41.00	See Category 2.4 Page 19	11.11%	4.56	4.56	4.56		STILL DISPUTED	0.00
<b>INSURANCE</b>									
Credit Interest & Charges	496.92	See Category 3.5 Page 21	11.11%	55.21	55.21	55.21		STILL DISPUTED	0.00
Buildings Insurance	4,567.00	Withdrawn							
Insurance Claims Accounts £1,500	250.00	Withdrawn							
<b>UTILITIES</b>									
Apartments - Lift Supply	550.00	See Category 5.0 Page 22					C		
Landlords Electric Meter K11C00183	2,648.00	See Category 5.0 Page 22							
<b>MAINTENANCE REPAIRS</b>									
Internal	150.00	Withdrawn							
External	560.00	Withdrawn							
	530.00	Withdrawn							
<b>FIRE CONTROL</b>									
Fire Alarm Maintenance	378.00	Withdrawn							
Maintenance & Repairs	1,001.00	Withdrawn							
Fire Alarm - Line rental 01895 582 415	357.00	Withdrawn							
<b>LIFT CONTROL</b>									
Service Contract	45.00	Withdrawn							
Telephone Line Rental & Calls 01895 824 408	575.00	See Category 13.1 Page 35	12.50%	71.88	71.88	71.88	CONCEDED		
Engineering & Inspection	381.00	Withdrawn							
<b>SUB-TOTAL</b>				£ 639.36	£ 639.36	£ 639.36			



### Schedule Claim for Refund of Service Charges 2018/19 - Sheet 3

<b>SCHEDULE 3 - CARPARK</b>				<b>Apartment 2</b>	<b>Apartment 3</b>	<b>Apartment 4</b>			
<b>ITEM</b>	<b>Disputed Charge</b>	<b>TENANTS COMMENTS</b>	<b>%</b>	<b>Refund Agreed</b>	<b>Refund Agreed</b>	<b>Refund Agreed</b>	<b>LANDLORDS COMMENTS</b>	<b>FINAL POSITION FOLLOWING TRIBUNAL HEARING</b>	<b>SUMS ALLOWED BY TRIBUNAL</b>
Car Park Electric Supply	600.00	See Category 5.0 Page 22					Applicants Claim Accepted		
		<b>SUB-TOTAL</b>							
<b>SCHEDULE 4 - DRAINS</b>									
<b>ITEM</b>	<b>Disputed Charge</b>	<b>TENANTS COMMENTS</b>	<b>%</b>	<b>Refund Claimed</b>	<b>Refund Claimed</b>	<b>Refund Claimed</b>	<b>LANDLORDS COMMENTS</b>	<b>FINAL POSITION FOLLOWING TRIBUNAL HEARING</b>	<b>SUMS ALLOWED BY TRIBUNAL</b>
De-Sludge	1,512.00	Withdrawn							
Pump Repairs	126.00	Withdrawn							
Water Sampling	1,398.00	Withdrawn							
		<b>SUB-TOTAL</b>		£ -	£ -	£ -			
<b>TOTAL</b>				£ 1,007.77	£ 1,007.77	£ 1,007.77			