

**SCHEDULE****DISPUTED SERVICE CHARGES S/C YEAR 2018**

Case CHI/29UN/LSC/2020/0093  
Reference: [tom.lewis@highdorn.co.uk](mailto:tom.lewis@highdorn.co.uk)  
[kelly.seal@memerycrystal.com](mailto:kelly.seal@memerycrystal.com)  
[IWOV-LONDON.FID473482]

Premises: Arlington House  
All Saints Avenue  
Margate

No	ITEM	COST	TENANT'S COMMENTS	LANDLORD'S COMMENTS	AGREED?	LEAVE BLANK(FOR THE TRIBUNAL)
1.	Entropie Ltd – no invoices produced – spreadsheet entries only 13 redacted invoices subsequently produced by Respondent. All 13 of those invoices are disputed in full.	£422.40	Unreasonably incurred per paras 19 and 20 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 38 to 40.	Not agreed. Broadband cost previously disallowed by the Tribunal.	<b>DISALLOWED</b>
2.	Ottimo invoice 54780 Invoice disputed in full.	£90.00	Unreasonably incurred per paras 21 and 22 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 41	Not agreed. 1 hour of painting using paint on site can be done by caretaker.	<b>DISALLOWED</b>

3.	Remaining Ottimo invoices for communal cleaning/care taking 12 invoices produced – 10% of each invoice disputed.	£37,757.40	Should be reduced by 10% per paras 23 to 26 of Statement of Case – sum payable £33,981.66	Denied. See Witness Statement of Matthew Shaw paragraph 42	Not agreed. 10% previously disallowed by Tribunal. Respondent confirms £3,951 recharged to commercial.	ALLOWED
4.	United Lifts invoice 11281 Invoice disputed in full.	£204.00	Unreasonably incurred per paras 27 to 29 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed. There are approx. 90 attendances for the lift in one year including routine servicing at a cost of £38,508. Some 36 of those attendances remain challenged in the sum of £12,336.	ALLOWED
5.	United Lifts invoice 11243 Invoice disputed in full.	£204.00	Unreasonably incurred per para 30 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED
6.	United Lifts invoice 11244 Invoice	£204.00	Unreasonably incurred per para 31 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED

	disputed in full.					
7.	United Lifts invoice 11285 Invoice disputed in full.	£204.00	Unreasonably incurred per para 32 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED
8.	United lifts invoice 11280 Invoice disputed in full.	£204.00	Unreasonably incurred per para 33 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED
9.	United Lifts invoice 11254 Invoice disputed in full.	£1,368.00	Unreasonably incurred per para 34 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED
10.	United Lifts invoice 11284 Invoice disputed in full.	£204.00	Unreasonably incurred per para 35 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED
11.	United Lifts	£204.00	Unreasonably	Denied. See Witness	Not agreed	ALLOWED

	invoice 11282 Invoice disputed in full.		incurred per para 36 of Statement of Case – sum payable nil	Statement of Matthew Shaw paragraph 43		
12.	United Lifts invoice 11286	£156.00	Unreasonably incurred per para 37 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 44	Agreed.	ALLOWED
13.	United Lifts invoice 11384 Invoice disputed in full.	£204.00	Unreasonably incurred per para 38 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED
14.	United Lifts invoice 11419 Invoice disputed in full.	£156.00	Unreasonably incurred per para 39 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED
15.	United Lifts invoice 11409 Invoice disputed in full.	£156.00	Unreasonably incurred per para 40 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED

16.	United Lifts invoice 11412 Invoice disputed in full.	£204.00	Unreasonably incurred per para 41 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED
17.	United Lifts invoice 11439 Invoice disputed in full.	£204.00	Unreasonably incurred per para 42 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED
18.	United Lifts invoice 11440 Invoice disputed in full.	£204.00	Unreasonably incurred per para 43 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED
19.	United Lifts invoice 11539 Invoice disputed in full.	£204.00	Unreasonably incurred per para 44 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED
20.	United Lifts invoice 11459 Invoice	£156.00	Unreasonably incurred per para 45 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED

	disputed in full.					
21.	United Lifts invoice 11538 Invoice disputed in full.	£156.00	Unreasonably incurred per para 46 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED
22.	United Lifts invoice 11540 Invoice disputed in full.	£156.00	Unreasonably incurred per para 47 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED
23.	United Lifts invoice 11495 Invoice disputed in full.	£204.00	Unreasonably incurred per para 48 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED
24.	United Lifts invoice 11624 Invoice disputed in full.	£204.00	Unreasonably incurred per para 49 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED
25.	United Lifts	£204.00	Unreasonably	Denied. See Witness	Not agreed.	ALLOWED

	invoice 11623 Invoice disputed in full.		incurred per para 50 of Statement of Case – sum payable nil	Statement of Matthew Shaw paragraph 43		
26.	United Lifts invoice 11688 Invoice disputed in full.	£204.00	Unreasonably incurred per para 51 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED
27.	United Lifts invoice 11690 Invoice disputed in full.	£204.00	Unreasonably incurred per para 52 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED
28.	United Lifts invoice 11689 Invoice disputed in full.	£204.00	Unreasonably incurred per para 53 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED
29.	United Lifts invoice 11687 Invoice disputed in	£204.00	Unreasonably incurred per para 54 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED

	full.					
30.	United Lifts invoice 11622 Invoice disputed in full.	£156.00	Unreasonably incurred per para 55 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED
31.	United Lifts invoice 11429 Invoice disputed in full.	£156.00	Unreasonably incurred per para 56 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED
32.	United Lifts invoice 11692 Invoice disputed in full.	£156.00	Unreasonably incurred per para 57 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED
33.	United Lifts invoice 11686 Invoice disputed in full.	£204.00	Unreasonably incurred per para 58 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED
34.	United Lifts invoices	£8,455.20	Duplication and unreasonably incurred	See Witness Statement of Matthew Shaw paragraph	Agreed. (£4,227.60 to be	50% ALLOWED (£4227.60)



	11736 and 11740		per paras 59 to 61 of Statement of Case – sum payable £4,227.60	45 <b>Duplication agreed – credit of £4,227.60 to be awarded to applicants [credit to follow from United Lifts]</b>	credited back to lessees).	
35.	United Lifts invoice 11853 <b>Invoice disputed in full.</b>	£1,020.00	Unreasonably incurred per para 62 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	<b>ALLOWED</b>
36.	United Lifts invoice 11741 <b>Invoice disputed in full.</b>	£816.00	Unreasonably incurred per para 63 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	<b>ALLOWED</b>
37.	United Lifts invoice 11749 <b>Invoice disputed in full.</b>	£156.00	Unreasonably incurred per para 64 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	<b>ALLOWED</b>
38.	United Lifts invoice	£1,536.00	Unreasonably incurred per para 65	Denied. See Witness Statement of Matthew	Not agreed.	<b>ALLOWED</b>

	11776 Invoice disputed in full.		of Statement of Case – sum payable nil	Shaw paragraph 43		
39.	United Lifts invoice 11739 Invoice disputed in full.	£204.00	Unreasonably incurred per para 66 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED
40.	United Lifts invoice 11852 50% of invoice disputed due to two attendances within 15 minutes.	£408.00	Unreasonably incurred per para 67 of Statement of Case – sum payable £204.00	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED
41.	United Lifts invoice 11943 Invoice disputed in full.	£408.00	Unreasonably incurred per para 68 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 43	Not agreed.	ALLOWED
42.	Otis Lifts invoice 11123029	£1,296.0 0	Unreasonably incurred per paras 68 and 69 of Statement	Denied. See Witness Statement of Matthew Shaw paragraph 46 to 48	Not agreed. ( It transpires this was a quote for lift	DISALLOWED

	Invoice disputed in full.		of Case – sum payable nil		refurbishment that was never carried out).	
43.	Stanley Security invoice 75433660	£261.60	Unreasonably incurred per paras 71 to 73 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 49  Agreed cost is for tenant direct. Sum payable £0. [Recharge to landlord]	Agreed. (Cost of £261.60 be credited back to lessees despite initial denial).	DISALLOWED BY AGREEMENT
44.	Five lift maintenance items on spreadsheet for which no invoices have been produced	£4,020.00 0 £204.00 £156.00 £312.00 £408.00	No evidence of expenditure. 18 month rule applies. See paras 73 to 75 of Statement of Case. Sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 50 to 51  PSB have confirmed that these accruals will be reversed in the 2019 service charge accounts.	Agreed. (Total of £5,100 to be credited back to lessees despite initial denial).	DISALLOWED BY AGREEMENT
45.	Amthal invoices 32002 and 37536  Invoice disputed in part due to poor alarm maintenance.	£3,208.59	Unreasonably incurred per paras 76 and 77 of Statement of Case – sum payable £2,365.87	Denied. See Witness Statement of Matthew Shaw paragraph 52 to 54	Not agreed. (A reduction of £842.72 is sought in respect of the invoice total of £3,208.59).	ALLOWED
46.	Amthal	£114.00	Unreasonably	Denied. See Witness	Not agreed.	ALLOWED

	invoice 36618 Invoice disputed in full.		incurred per para 78 of Statement of Case – sum payable nil	Statement of Matthew Shaw paragraph 55 to 56		
47.	Amthal invoice 37353	£210.00	Unreasonably incurred per para 79 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 57	Agreed.	ALLOWED BY AGREEMENT
48.	Amthal invoice 36505	£114.00	Unreasonably incurred per para 80 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 58	Agreed.	ALLOWED BY AGREEMENT
49.	Amthal invoice 38914	£186.00	Unreasonably incurred per para 81 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 59	Agreed.	ALLOWED BY AGREEMENT
50.	Amthal invoice 38363	£174.00	Unreasonably incurred per para 82 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 60	Agreed	ALLOWED BY AGREEMENT
51.	Amthal invoices 38902 and 38928 Invoice 38902 for	£258.00 £840.00	Unreasonably incurred per para 83 of Statement of Case – sum payable £549.00	Denied. See Witness Statement of Matthew Shaw paragraph 61	Not agreed. (£258 reduction sought as 19 hours work by 2 engineers in one day is unlikely and not sufficiently	£258 DISALLOWED, BALANCE ALLOWED

	£258.00 disputed in full due to overlap with invoice 38928				proved. £840 for 16 hours work now accepted).	
52.	Amthal invoice 39461	£126.00	Unreasonably incurred per para 84 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 62 and 63	Agreed.	<b>ALLOWED BY AGREEMENT</b>
53.	Amthal invoice 40021	£126.00	Unreasonably incurred per para 85 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 64	Agreed.	<b>ALLOWED BY AGREEMENT</b>
54.	Stanley Security invoice 75394357	£6,076.9 4	Unreasonably incurred per paras 86 and 87 of Statement of Case – sum payable £4,557.71	Denied. See Witness Statement of Matthew Shaw paragraph 65 to 69	Agreed. (Balance of £1,519.23 accepted).	<b>ALLOWED BY AGREEMENT</b>

55.	Stanley Security invoice 75419737 Invoice disputed in full.	£249.60	Unreasonably incurred per para 88 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 65 to 69	Not agreed. (See items 43 and 59 where Respondent recharges fob registration to tenant. However, new caretaker belatedly trained to carry out this task).	<b>DISALLOWED</b>
56.	Stanley Security invoice 75425283 Invoice disputed in full.	£261.60	Unreasonably incurred per para 89 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 65 to 69	Not agreed. (Failure by Trinity to check fault with caretaker before summoning contractor).	<b>ALLOWED</b>
57.	Stanley Security invoice 75426157 Invoice disputed in full.	£261.60	Unreasonably incurred per para 90 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 65 to 69	Not agreed. (Fob update for resident – see item 55 above).	<b>DISALLOWED</b>
58.	Stanley Security invoice 75435710 Invoice disputed in full.	£261.60	Unreasonably incurred per para 91 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 65 to 69	Not agreed. (Fob update for resident – see item 55 above).	<b>DISALLOWED</b>

59.	Stanley Security invoice 75442025	£392.40	Unreasonably incurred per para 92 of Statement of Case – sum payable nil	<p>See Witness Statement of Matthew Shaw paragraph 69</p> <p>The respondent does not agree that the costs of training the caretaker to perform duties at the development is not justified and would submit that training for duties specifically related to the site should be a caretaker cost.</p> <p>However, as there have been separate charges for fob and number programming which have not been carried out by the caretaker in this service charge year, we will accept the reduction sought.</p> <p><b>The cost of £392.40 should therefore be credited to the residents</b></p>	Agreed. (£392.40 to be credited back to lessees).	<b>DISALLOWED BY AGREEMENT</b>
60.	Stanley Security invoice 75436463	£261.60	Unreasonably incurred per para 93 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 65 to 69	Not agreed. (Fob update for resident - See item 55 above).	<b>DISALLOWED</b>


	Invoice disputed in full.					
61.	Ozzas Security invoices 1009020 and 10010190 Invoices disputed in part – 50% reduction claimed due to poor maintenance.	£236.59 £236.59	Unreasonably incurred per paras 94 to 97 of Statement of Case – sum payable £236.59	Denied. See Witness Statement of Matthew Shaw paragraph 70 to 73	Not agreed. (Camera faults identified but not remedied).	ALLOWED
62.	PTSG Electrical Services invoice 63393 Invoice disputed in part – residential lessees should only pay 33% - additional £2,257.95 reduction claimed.	£4,130.40	Unreasonably incurred per paras 98 to 104 of Statement of Case – sum payable £1,376.80	Denied. See Witness Statement of Matthew Shaw paragraph 74	Not agreed. (Significant benefit received by the commercial telecoms aerials – no explanation as to how Respondent calculates 12% reduction is more than lessees are entitled to).	ALLOWED




63.	PTSG Electrical Services invoice 67048 <b>Invoice disputed in part as above – additional £127.92 claimed</b>	£234.00	Unreasonably incurred per para 105 of Statement of Case – sum payable £78.00	Denied. See Witness Statement of Matthew Shaw paragraph 75	Not agreed (as above).	<b>ALLOWED</b>
64.	Cleankill invoices 107284, 109733, 112223, 114966 and 117843	£235.80, £235.80, £247.50, £247.50, £247.50	Unreasonably incurred per paras 106 to 109 of Statement of Case – sum payable £351.35	See Witness Statement of Matthew Shaw paragraph 76.  Accepted save that in paragraph 109 of the SOC the applicant has requested a reduction of £175.62 and not £352.35 as stated in the Scott Schedule. We agree the reduction of £175.62.  <b>£175.62 is to be credited to the applicants [this cost is to be recharged to Arlington Square]</b>	Agreed. (£175.62 to be credited back to lessees).	<b>£175.62 DISALLOWED BY AGREEMENT (BALANCE ALLOWED BY AGREEMENT)</b>
65.	Cleankill invoice 114790	£1,026.0 0	Unreasonably incurred per para 110 of Statement of Case	Denied. See Witness Statement of Matthew Shaw paragraph 77	Agreed.	<b>ALLOWED BY AGREEMENT</b>


			– sum payable nil			
66.	Pest control item on spreadsheet but invoice not produced	£1,026.00	No evidence of expenditure. 18 month rule applies. Unreasonably incurred per paras 111 and 112 of Statement of Case – sum payable nil	See Witness Statement of Matthew Shaw paragraph 78  PSB have confirmed that these accruals will be reversed in the 2019 service charge accounts.	Agreed. (Sum of £1,026 to be credited back to lessees).	<b>DISALLOWED BY AGREEMENT</b>
67.	SSE SWALEC electricity invoices	£1,856.06 £1,692.30 £1,850.41 £1,799.38 £1,843.11 £1,791.48 £1,845.82 £1,846.3	Unreasonably incurred per paras 113 to 120 of Statement of Case – sum payable £20,243.41	Denied. See Witness Statement of Matthew Shaw paragraph 79 to 83	Agreed.	<b>ALLOWED BY AGREEMENT</b>

		0 £2,046.9 3 £2,116.2 7 £2,050.1 5 £2,105.2 0				
68.	Ottimo invoice 53174	£195.14	Unreasonably incurred per paras 121 to 124 of Statement of Case – sum payable £156.12	Denied. See Witness Statement of Matthew Shaw paragraph 84 and 85	Agreed (to save Tribunal time).	<b>ALLOWED BY AGREEMENT</b>
69.	Ottimo invoice 53603	£150.70	Unreasonably incurred per para 125 of Statement of Case – sum payable £120.56	Denied. See Witness Statement of Matthew Shaw paragraph 84 and 85	Agreed (to save Tribunal time).	<b>ALLOWED BY AGREEMENT</b>
70.	Ottimo invoice 54796	£311.04	Unreasonably incurred per para 126 of Statement of Case – sum payable £155.52	Denied. See Witness Statement of Matthew Shaw paragraph 86 and 87	Agreed (to save Tribunal time).	<b>ALLOWED BY AGREEMENT</b>
71.	Ottimo invoice 55217	£133.60	Unreasonably incurred per para 128 of Statement of Case – sum payable	Denied. See Witness Statement of Matthew Shaw paragraph 88 and 89	Agreed (to save Tribunal time).	<b>ALLOWED BY AGREEMENT</b>

			£106.88			
72.	Libra invoice 27567 Invoice disputed in full.	£336.00	Unreasonably incurred per para 129 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 90	Not agreed. (Contractor from Essex but no leak found).	ALLOWED
73.	Ottimo invoice 56456 Invoice disputed in full.	£100.92	Unreasonably incurred per para 130 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 91 	Not agreed. (1 hour job that could have been carried out by caretaker).	ALLOWED
74.	Ottimo invoice 57786	£90.00	Unreasonably incurred per para 131 of Statement of Case – sum payable nil	See Witness Statement of Matthew Shaw paragraph 92  It is accepted that this item should have been completed by the	Agreed. (£90 to be credited back to lessees).	DISALLOWED BY AGREEMENT

				<p>caretaker and it was not necessary to dispatch a carpenter to complete the works.</p> <p>It is noted however that the applicants make no dispute over the location or cost of the works, only that these should be been completed by the caretaker as part of their duties.</p> <p>Agree to award £90 to the applicants</p>		
75.	Ottimo invoice 58784	£107.16	Unreasonably incurred per para 132 of Statement of Case – sum payable nil	<p>See Witness Statement of Matthew Shaw paragraph 93</p> <p>On consideration of the applicants comments over this matter we agree with their view points and the request that the charge on this occasion is not reasonably incurred.</p> <p>£107.16 to be credited to the applicants</p>	Agreed. (£107.16 to be credited back to lessees).	<b>DISALLOWED BY AGREEMENT</b>
76.	TMG invoice 15517 Invoice	£150.00	Unreasonably incurred per para 133 of Statement of Case	Denied. See Witness Statement of Matthew Shaw paragraph 94	Not agreed.	<b>ALLOWED</b>

	disputed in full.		– sum payable nil			
77.	Ottimo invoice 58365 Invoice disputed in full.	£126.60	Unreasonably incurred per paras 134 and 135 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 95 and 96 	Not agreed. (Rubbish in commercial area).	50% DISALLOWED (to include £15.19 already deducted)

						
78.	Ottimo invoice 60166	£264.00	Unreasonably incurred per para 136 of Statement of Case – sum payable nil	<p>See Witness Statement of Matthew Shaw paragraph 97</p> <p>Please see attached Ottimo Inv 60166 Photo's For reference.</p> <p>This does appear to apply to the commercial areas only and should not have been included within the service charge accounts.</p> <p><b>The applicants should be awarded £264 credit in this respect [cost to be recharged to Landlord @ Square]</b></p>	Agreed. (£264.00 to be credited back to lessees).	<b>DISALLOWED BY AGREEMENT</b>
79.	Ottimo	£373.97	Unreasonably	Denied. See Witness	Agreed (to save	<b>ALLOWED BY AGREEMENT</b>

	invoice 58370		incurred per para 137 of Statement of Case – sum payable £299.18	Statement of Matthew Shaw paragraph 98	Tribunal time).	
80.	Ottimo Invoice 59325	£74.14	<i>[this entry has been added by Trinity as was missing from the copy of the Scott Schedule sent for our comment]</i> See 138 of Applicants SoC for comments	Denied. See Witness Statement of Matthew Shaw paragraph 99	Agreed	<b>ALLOWED BY AGREEMENT</b>
81.	Libra invoice 27339 Invoice disputed in full.	£432.00	Unreasonably incurred per para 139 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 100	Not agreed. (This is surface water on commercial area).	<b>ALLOWED</b>
82.	Ottimo invoice 59795	£673.00	Unreasonably incurred per para 140 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 101 and 102	Agreed.	<b>ALLOWED BY AGREEMENT</b>
83.	FDS Drainage invoice 6549 Invoice disputed in full.	£252.00	Unreasonably incurred per para 141 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 103	Not agreed. (See item 81 above).	<b>ALLOWED</b>



84.	Ottimo invoice 60174 Invoice disputed in full.	£345.60	Unreasonably incurred per paras 142 to 145 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 104	Not agreed. (Ottimo called to investigate recent works by TMG).	<b>DISALLOWED</b>
85.	Hardall invoice MK 19098	£1,416.00	Unreasonably incurred per para 146 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 105	Agreed. (First half year service agreed).	<b>ALLOWED BY AGREEMENT</b>
86.	Ottimo invoice 60167 Invoice disputed in full.	£218.40	Unreasonably incurred per para 147 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 106	Not agreed. (Key safes provided for spare keys to landlords 36 flats).	<b>DISALLOWED</b>
87.	Ottimo invoice 60611 Invoice disputed in full.	£295.20	Unreasonably incurred per para 148 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 107	Not agreed. (Jet washing took place on one day in the entire year, not multiple days, so could have been caretaker task).	<b>ALLOWED</b>
88.	Ottimo invoice 62780	£220.08	Unreasonably incurred per para 149 of Statement of Case – sum payable £176.08	Denied. See Witness Statement of Matthew Shaw paragraph 108	Agreed (to save Tribunal time).	<b>ALLOWED BY AGREEMENT</b>

89.	Libra invoice 27613 <b>Invoice disputed in full.</b>	£168.00	Unreasonably incurred per paras 150 and 151 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 109	Not agreed. (Alleged damp patch should have been investigated by caretaker prior to calling contractor).	<b>50% ALLOWED</b>
90.	Ottimo invoice 63643	£3,261.89	Unreasonably incurred per para 152 of Statement of Case – sum payable £2,537.52	Denied. See Witness Statement of Matthew Shaw paragraph 110 and 111	Agreed. (Detail of number of light fittings now forthcoming).	<b>ALLOWED BY AGREEMENT</b>
91.	Ottimo invoice 64137	£168.00	Unreasonably incurred per para 153 of Statement of Case – sum payable nil	See Witness Statement of Matthew Shaw paragraph 112  Agree this is unreasonable given the works were not completed satisfactorily  <b>Applicants to be credited £168</b>	Agreed. (£168 to be credited back to lessees).	<b>DISALLOWED BY AGREEMENT</b>
92.	Ottimo invoice 66284	£46.39	Unreasonably incurred per para 154 of Statement of Case – sum payable nil	See Witness Statement of Matthew Shaw paragraph 113  Further details identify that these were materials to secure the harass fencing which is a cost for	Agreed. (£46.39 to be credited back to lessees).	<b>DISALLOWED BY AGREEMENT</b>

				<p>the commercial landlord and not the residential leaseholders.</p> <p><b>Credit of £46.39 to be applied [recharge to Arlington Square]</b></p>		
93.	Libra invoice 28103	£336.00	<p>Unreasonably incurred per para 155 of Statement of Case – sum payable nil</p>	<p>See Witness Statement of Matthew Shaw paragraph 114</p> <p>Having considered the applicants comments, we accept this is not a reasonable service charge cost.</p> <p>This is considering the time elapsed from the date of report and the fact that the caretaker reported a leak and was then unable to identify this when the contractor attended.</p> <p>We do not accept the applicant statement that costs should not be considered based upon locality of contractor.</p> <p><b>Agree award of £336 to the applicants</b></p>	<p>Agreed. (£336 to be credited back to lessees).</p>	<p><b>DISALLOWED BY AGREEMENT</b></p>

94.	Libra invoice 28188 Invoice disputed in part – residential lessees agree 50% of labour to clear roof gutters but not to repair damage to roof felt by telecoms engineers - £627.00 disputed.	£1,074.00	Unreasonably incurred per paras 156 and 157 of Statement of Case – sum payable £447.00	Denied. See Witness Statement of Matthew Shaw paragraph 115 to 117	Not agreed. (Applicant offers part payment).	ALLOWED
95.	Cleankill invoice 115807	£162.00	Unreasonably incurred per para 158 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 118	Agreed.	ALLOWED BY AGREEMENT
96.	Ottimo invoice 69335 Invoice disputed in full now that circumstance and location have been	£295.82	Unreasonably incurred per para 159 of Statement of Case – sum payable £236.66	Denied. See Witness Statement of Matthew Shaw paragraph 119	Not agreed. (Applicant resides in 11B immediately above 10B. No back up experienced so stack not blocked, merely 10B toilet. Full cost disputed	ALLOWED

	disclosed.				based on new evidence).	
97.	Ottimo invoice 71362	£648.00	Unreasonably incurred per para 160 of Statement of Case – sum payable nil	<p>See Witness Statement of Matthew Shaw paragraph 120</p> <p>Please see photo of area at attachment ‘Ottimo Inv 71362 Photo’</p> <p>This is an area for the commercial landlord and the sum of £324 should be credited to the applicants [recharge to landlord at square]</p> <p>The confusion for the PM at the time may have arisen as a number of residents park their vehicles in this car park.</p>	Agreed. (£324 to be credited to lessees).	<b>50% DISALLOWED BY AGREEMENT</b>
98.	Hardall invoice MK19827 Invoice disputed in part – 50% reduction claimed in the sum of	£1.416.00	Unreasonably incurred per para 161 of Statement of Case – sum payable £708.00	Denied. See Witness Statement of Matthew Shaw paragraph 121 to 123	Not agreed. (No point in carrying out second service when repairs from first service had not been carried out).	<b>ALLOWED</b>

	£708.00.					
99.	Nirvana invoice NM6621 Invoice disputed in full.	£690.00	Unreasonably incurred per para 162 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 124	Not agreed. (Call out charge of £300 plus 5 hours labour when flat sink was not blocked is wholly unreasonable. Three claimed blockages 11G, 12C and 13D are not on same stack).	DISALLOWED
100	Ottimo invoice 72080	£673.92	Unreasonably incurred per para 163 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 125	Agreed.	ALLOWED BY AGREEMENT
101	Ottimo invoice 76215	£90.00	Unreasonably incurred per para 164 of Statement of Case – sum payable nil	See Witness Statement of Matthew Shaw paragraph 126  On review of the dispute raised we do believe this should have been a cost for the commercial landlord and should be credited to the applicant sum of £90 [recharge to landlord at Square]	Agreed. (£90 to be credited to lessees).	DISALLOWED BY AGREEMENT
102	Ottimo invoice	£854.40	Unreasonably incurred per para 165	Denied. See Witness Statement of Matthew	Agreed.	ALLOWED BY AGREEMENT

	72992		of Statement of Case – sum payable £683.52	Shaw paragraph 127		
103	Trinity Estates 102513 Invoice disputed in full.	£9.97 £76.00	No invoices produced. Unreasonably incurred per para 166 to 167 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 128	Not agreed. (3 padlocks and 4 key safes already supplied – furthermore Trinity has issued its own invoice yet it is not a direct supplier).	<b>DISALLOWED</b>
104	Argyle Drains Invoice disputed in full.	£144.00	No invoice produced. Unreasonably incurred per para 168 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 129 to 131	Not agreed. (Work to 2 inch pipe within flat – not main stack).	<b>50% ALLOWED</b>
105	Nominated contractor	£810.00	No invoice produced. Unreasonably incurred per para 170 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 129 to 131	Agreed.	<b>ALLOWED BY AGREEMENT</b>
106	Bulbs	£19.90	Duplication of sum claimed on Ottimo invoice 71014. Unreasonably incurred per para 171 of Statement of Case	See Witness Statement of Matthew Shaw paragraph 132  <b>This is an accrual which is not required and can be</b>	Agreed. (£19.80 to be credited to lessees).	<b>DISALLOWED BY AGREEMENT</b>

			– sum payable nil	released as a credit to the applicants in the sum of £19.90		
107	Trunking	£8.20	Duplication of sum claimed on Ottimo invoice 77096. Unreasonably incurred per para 172 of Statement of Case – sum payable nil	See Witness Statement of Matthew Shaw paragraph 133  This is an accrual which is not required and can be released as a credit to the applicants in the sum of £8.20	Agreed. (£8.20 to be credited to lessees).	DISALLOWED BY AGREEMENT
108	Ottimo invoice 57336	£72.00	Unreasonably incurred per para 173 of Statement of Case – sum payable nil	See Witness Statement of Matthew Shaw paragraph 134  Inv 57336 states that the operative attending was unable to unblock with the use of the drain rods and it is therefore unclear why the applicant believes the caretaker would have been able to unblock this. The job was reported by the caretaker for assistance.  While reviewing the invoice it was noted that only the labour cost has been charged and there are no excessive travel charges as the applicant	Agreed. (£72.00 to be credited back to lessees).	DISALLOWED BY AGREEMENT



				<p>has frequently alleged will be incurred due to the location of the head office of the contractor which is 117 miles or approx. 2hours 20mins drive away. This is further evidence that the alleged increase in charges are false.</p> <p>This said the contractor should not off attended on this occasion or accepted the job without the necessary equipment to unblock and it is agreed the outcome of this job should have been further scrutinised before paying.</p> <p><b>It is therefore agreed that the applicants are due a full credit of £72 for this item</b></p>		
109	Ottimo invoice 57337 <b>Invoice disputed in full.</b>	£288.00	Unreasonably incurred per para 174 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 135 to 136	Not agreed. (Domestic items from flats disallowed by previous Tribunal).	<b>DISALLOWED</b>
110	Ottimo	£234.00	Unreasonably	Denied. See Witness	Not agreed. (Also	<b>DISALLOWED</b>

	invoice 58364 Invoice disputed in full.		incurred per para 175 of Statement of Case – sum payable nil	Statement of Matthew Shaw paragraph 137	see item 108 above. Respondent claims chute blockage left for two more days as caretaker too busy so came in on Saturday – 4 hours overtime – could and should have been cleared in 4 hours on the previous Weds or Thurs).	
111	Ottimo invoice 62708 Invoice disputed in full.	£504.00	Unreasonably incurred per para 176 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 138	Not agreed. (Invoice refers to domestic items).	DISALLOWED
112	Ottimo invoice 64167 Invoice disputed in full.	£181.20	Unreasonably incurred per para 177 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 139	Not agreed. (Respondent photo shows domestic items).	DISALLOWED
113	Ottimo invoice 65017 Invoice disputed in	£154.37	Unreasonably incurred per para 178 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 140	Not agreed. (Respondent photo shows stacked domestic items).	DISALLOWED

	full.					
114	Ottimo invoice 68303 Invoice disputed in full.	£324.00	Unreasonably incurred per para 179 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 141	Not agreed. (Respondent photo shows stacked domestic items).	DISALLOWED
115	Tetra invoice 69080 Invoice disputed in full.	£2,274.00	Unreasonably incurred per paras 180 and 181 of Statement of Case –sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 142 to 143	Not agreed. (Overall risk still Medium since 2017 when 2 year review recommended – 2017 works not carried out within 6 months).	ALLOWED
116	Martech invoice 19-2389	£3,048.00	Unreasonably incurred per paras 182 to 185 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 144 to 148	Agreed. (As it now transpires that some works were carried out).	ALLOWED BY AGREEMENT
117	Lockton insurance invoices 1238915, 1238916, 1366837 and entries on spreadsheet	£1,149.78 £102.14 £1,170.25 and all spreadsh	Unreasonably incurred per paras 186 to 190 of Statement of Case – sum payable for asset insurance £21,661.95. (Engineering insurance agreed at	Denied. See Witness Statement of Matthew Shaw paragraph 149	Agreed.	ALLOWED BY AGREEMENT

	relating to buildings insurance and Engineering Inspection	heet entries	£1,260.18).			
118	Accountancy fee – no invoice – spreadsheet entry only <b>Invoice now produced but remains disputed in full.</b>	£1,800.00	Unreasonably incurred per paras 191 to 194 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 150	Not agreed. (The opening sum invoiced remains incorrect and therefore the claimed deficit is also incorrect).	<b>ALLOWED</b>
119	Management fees – no invoices – spreadsheet entries only <b>12 invoices now produced. Disputed element now reduced from 60% to 30% in an effort to seek agreement. Sum claimed</b>	£30,676.08	Unreasonably incurred per paras 195 to 211 of Statement of Case – sum payable £12,270.00	Denied. See Witness Statement of Matthew Shaw paragraph 151	Not agreed. (Tribunal previously allowed 10% reduction for late service charge accounts. 2018 accounts produced August 2020. Applicant similarly claims 10%. Tribunal previously allowed further 20% reduction for management inadequacies.	<b>10% DISALLOWED</b>

	now reduced to £9,232.80				Applicant similarly claims 20%. Note: Applicant reduces total claim from 60% to 30%.	
120	Out of Hours fees – no invoices – spreadsheet entries only 12 invoices now produced but each invoice remains disputed in full.	£549.12	Unreasonably incurred per paras 212 and 213 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 152 to 155	Not agreed. (Previously disallowed by Tribunal).	<b>DISALLOWED</b>
121	Banking Charges – no invoices – spreadsheet entry only Sum remains disputed in full.	£63.00	Unreasonably incurred per paras 214 and 215 of Statement of Case – sum payable nil	Denied. See Witness Statement of Matthew Shaw paragraph 156 to 157	Not agreed. (Previously disallowed by Tribunal).	<b>DISALLOWED</b>