

Case References: CHI/00HH/LAM/2021/0008 &
CHI/00HH/LIS/2021/0025

SCHEDULE 01

**DISPUTED SERVICE CHARGE INVOICES S/C YEAR ENDED
30th September 2020**

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ITEM	COST	TENANT'S COMMENTS*	LANDLORD'S COMMENTS*	LEAVE BLANK (FOR THE TRIBUNAL)
2582 – 01/10/2019 Proxim Ltd. Service Charge Banking Charges.	£320.00	1,2,3) QuestionProxim making this charge or why it's made. Part of the management charge.	<p>The Lease provides for recovery of these charges pursuant to Paragraph 4 of the Schedule to the lease.</p> <p>The Respondent has stated that these charges are exceptional in amount and that they are inexplicable. However, the Respondent has failed to substantiate this claim.</p> <p>These fees are charges issued by the bank for maintaining the service</p>	See 2018. Not reasonable: this is a cost which should be within the standard management fee.

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			charge account. The Applicant affirms that the bank charges in the matter are reasonable in amount and it is reasonable that they are incurred separately to the management charge.	
3405 – 24/10/2019 T.J.Smith Contracting Ltd. Supply 10mph sign and replacing	£348.00	1,2) Not chargeable under the lease as no speed limit restrictions. Placed on facing main road & removed in breach of traffic regulations. Then inappropriately repositioned at end of service road.	<p>The Lease provides for recovery of these charges pursuant to Paragraph 2 and/or 9 of the Schedule to the Lease.</p> <p>The signs have been supplied and replaced to ensure that certain speed limits are in force around the development, which is vital and in accordance with good and proper management.</p> <p>The Applicant affirms that these charges are reasonable in amount.</p>	We are satisfied this charge is reasonable and payable. The provision of such signage represents good estate management in our judgment.
3388 – 07/10/2019 Jobson James	£14,468.56	2) £10,941.96 in 2018 to	The Lease provides for recovery of these	This sum is reasonable. The

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Building Insurance Ref: Item L of Statement refused details to obtain quote		£14,743.56 in 2020 increase of £3,801.60	<p>charges pursuant to Paragraph 1 of the Schedule to the Lease.</p> <p>The Respondent has not stated upon what basis they believe that there has been an unreasonable increase in insurance fees incurred.</p> <p>The Applicant affirms that the insurance has increased due to a reinstatement cost assessment.</p> <p>The Applicant affirms this fee is reasonable in amount.</p>	<p>Tribunal accepts the cost of insurance increases, no evidence of any alternative quotes were provided and we were satisfied that the amount is reasonable and payable.</p>
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ITEM	COST	TENANT'S COMMENTS*	LANDLORD'S COMMENTS*	LEAVE BLANK (FOR THE TRIBUNAL)
3589 – 05/11/2019 T.J.Smith Contracting Ltd. Supply & fix 9x smoke alarms. Ref: Item 11 of Statement	£324.00	1) Not required under fire legislation.	The Lease provides for recovery of these charges pursuant to Paragraph 2 and/or 9 of the Schedule to the Lease. The supply of smoke alarms concerns clear health and safety matters and is vital for good and proper management being effected, and for there to be compliance with statutory requirements.	We are satisfied that the cost is payable and reasonable. In our determination it was reasonable for the managing agent to install such alarms and the cost is modest.
6797 – 25/01/2020 Dovetail Group. Carried out 6 monthly smoke alarm test. Ref: Item 11 of Statement	£48.74	1) Not required under fire legislation. (Smoke alarms must be tested monthly.)	The Lease provides for recovery of these charges pursuant to Paragraph 2 of the Schedule to the Lease. The testing of the smoke alarms concerns clear health and safety matters and is vital for good and proper	We accept this is reasonable and payable. The cost is modest and regular testing represents good practice.

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			<p>management being effected, and for there to be compliance with statutory requirements.</p> <p>The Applicant affirms that the smoke detectors are tested every six months.</p> <p>The Applicant asserts that this fee is reasonable in amount.</p>	
6530 – 02/03/2020 Proxim Ltd. Title Plan from Land Registry	£30.00	1,2,3) Land registry charge £9.00 max. Should be incorporated within management charge, not an extra.	<p>The Lease provides for recovery of the fees pursuant to Paragraphs 4 and/or 9 of the Schedule to the lease.</p> <p>This fee relates to the Land Registry's fee and Proxim's administration fee for dealing with this matter, and the Applicant asserts that this is part of the debt recovery process.</p> <p>The Applicant affirms that this charge is of a reasonable amount.</p>	This sum is not allowed. We would expect the managing agent to hold such information having been supplied with this by their client.
9916 – 25/06/2020	£48.74	1) Not required under fire	The Lease provides for	As above: we accept

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<p>Dovetail Group. Carried out 6 monthly smoke alarm test. Ref: Item 11 of Statement</p>		<p>legislation. (Smoke alarms must be tested monthly.)</p>	<p>recovery of the fees pursuant to Paragraph 2 of the Schedule to the Lease.</p> <p>The testing of the smoke alarms concerns clear health and safety matters and is vital for good and proper management being effected, and for there to be compliance with statutory requirements.</p> <p>The Applicant again asserts that the smoke alarms are tested half yearly.</p> <p>The Applicant affirms that this charge is of a reasonable amount.</p>	<p>such sum is reasonable and payable.</p>
<p>10329 – 08/07/2020 Proxim Ltd. Air Fresheners Ref: Item M of Statement</p>	<p>£9.00</p>	<p>1) 9 Air fresheners placed in each hallway. Not required and fire hazard.</p>	<p>This item was supplied for the purpose of good estate management and the Applicant affirms that it is a reasonable amount. The amount attributable to the Respondent is deminimus at best.</p> <p>The Applicant affirms</p>	<p>Not allowed. Whilst modest no evidence was produced as to why they are required and in our judgment it is not good estate practice to leave moveable items such as this in the communal areas of an estate.</p>

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		that this charge is of a reasonable amount.	
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1562 – 10/07/2020 Proxim Ltd. Project Fee.	£600.00	1,2,3) Project Fee not shown on expenditure report & work unknown.	<p>The Lease provides for recovery of this charge pursuant to Paragraph 9 of the Schedule to the Lease.</p> <p>This fee was incurred in addition to the standard management fee and as a result of the additional redecoration works project which is being undertaken as detailed within the invoice provided.</p> <p>The Applicant affirms that this fee is reasonable in amount.</p>	This amount is disallowed. The cost of overseeing routine maintenance we would expect to be covered within the standard management fee being a normal repair.
11147 – 15/07/2020 J C Security. Upgrade to 50 – 60 Langstone close door entry system. To be	£2,059.20	1,2,3) Proxim insist door entry repairs are paid by leaseholders in the specific communal hallway, not from the	<p>The Lease provides for recovery of this charge pursuant to Paragraph 2 of the Schedule to the Lease.</p> <p>The Respondent's dispute is misguided, as the maintenance and</p>	We are satisfied that this is a service charge item which is reasonable and payable.

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refunded to service charge account.		service charge account.	renewal of entrances or other common parts of the Development is a service charge item. The Applicant affirms that this charge is reasonable in amount.	
11545 – 04/08/2020 Proxim Ltd. 2019 Year End Accounts Fee	£562.50	1,2,3) Should be incorporated within management charge, not an extra.	The Lease provides for recovery of this fee pursuant to Paragraph 9 of the Schedule to the Lease. The Applicant notes that this fee corresponds with an "Accrue accountancy fee to 300919" and therefore no charge is actually applicable in 2020.	See 2018. Not reasonable: this is a cost which should be within the standard management fee.
10354 – 08/07/2020 Proxim Ltd. 9 Fire Action Notices. A4 notices placed in noticeboards by property	£66.96	1,2) Over priced A4 size notices that should be supplied within management charge. These are free to download	The Lease provides for recovery of the fees pursuant to Paragraph 2 of the Schedule to the Lease. The supply of fire notices concerns clear health and safety	We are satisfied that this is reasonable and payable. We do not accept Mrs Ayres submission, good estate management requires proper signage to be in place.

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manager.		from varioussites on the internet.	<p>matters and is vital for good and proper management being effected, and for there to be compliance with statutory requirements.</p> <p>The Respondent states that this charge is overpriced, however they have failed to provide any evidence to substantiate this allegation.</p> <p>The Applicant affirms that this charge is reasonable in amount.</p>	
<p>Invoice 30531 – 27/08/2020 Dovetail Group. Install EML & Smoke Detectors in Block A & B for 36 flats. Item K of Statement</p>	£9,587.76	2.3) Fee not shown on expenditure report.	<p>This fee is accounted for in the 2020 reserve fund expenditure in relation to Blocks A & B, as these works were completed first and totalled £6,392.76.</p> <p>The remaining £3,195.00 relates to the works for Block C, and will be accounted for in the 2021 expenditure.</p> <p>The Applicant affirms</p>	<p>See above: we are satisfied that this cost is reasonable and payable. The landlord is obligated to undertake such works.</p>

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			that this charge is reasonable in amount.	
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ITEM	COST	TENANT'S COMMENTS*	LANDLORD'S COMMENTS*	LEAVE BLANK (FOR THE TRIBUNAL)
1 st October 2019 – 30 th September 2020. Total Service Charge	S/Charge £13,940 + Out of Hours Charge £650.00 = £14,590.00	2) £14,590.00 divided by 54 flats = £270.19 per flat. Exceptionally high with very poor quality management located miles away.	The Lease provides for the recovery of these charges pursuant to Paragraphs 6 and/or 9 of the Schedule to the Lease. The Respondent has disputed the management fee on the basis that the management fees for the years 2019 and 2020 are exceptionally high with very poor- quality management. However, the Respondent has failed to substantiate this claim. The Applicant asserts that the management fee in the matter is reasonable in amount.	We accept the management fees are due and payable and reasonable. It is for the freeholder to determine whom they appoint and the location and we are not persuaded that the costs charged are unreasonably high.
Bank statements for service charge		Require bank statements to check against	This is not a specified disputed service charge	

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account		expenditure.	<p>item, but a request for information.</p> <p>Accordingly, the Respondent is invited to either set out her allegation formally or remove this from the scott schedule.</p>	
Expenditure Report on Reserve Account + Bank Statements		Not had sight of Reserve Account although previously requested.	<p>This is not a specified disputed service charge item, but a request for information.</p> <p>Accordingly, the Respondent is invited to either set out her allegation formally or remove this from the scott schedule.</p>	
Contract between landlord and management companies		Annual management charge not fixed or capped. Do not know how it is calculated or increased. Plus % charged on extra services	<p>This is not a specified disputed service charge item, but a request for information.</p> <p>Accordingly, the Respondent is invited to either set out her allegation formally or remove this from the</p>	

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		ie Section 20's.	scott schedule.	
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- 1) Chargeable under lease?
 - 2) Reasonable in amount / standard?
 - 3) Correctly demanded?

Item 11, Item K and Item M of statement: Can be found on PDF 28 08 2021Ground for an Application by a Tenant for the Appointment of a New Manager. Hearing on 17th November 2021.

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