



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

**Case reference** : **LON/00AC/LSC/2022/0062**

**Property** : **Flat 4 Edgwarebury Court  
Edgwarebury Lane  
Edgware, Middlesex  
HA8 8LP**

**Applicant** : **Rina Brown & Anthony Brown**

**Representative** : **Mr McCarthy (Counsel)**

**Respondent** : **(1) Woodland Investments Limited  
(2) Edgwarebury Court RTM Company  
Limited**

**Representative** : **Jonathan Upton (Counsel for second  
Respondent RTM Company)**

**Type of application** : **Determination of the reasonableness  
and payability of service charges  
pursuant to S27A Landlord & Tenant Act  
1985**

**Tribunal members** : **Mr I B Holdsworth FRICS MCI Arb  
Ms Alison Flynn MA MRICS**

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

**Date of hearing** : **17 February 2023**

**Date of decision** : **5 April 2023**

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**DECISION**

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## Decisions of the Tribunal

- 1 The Tribunal determines that the Applicants are due a refund of service charges as shown in table 1 below for overpaid service charges for the years 2014 to 2016 and 2021. The total refund is **£4266.13**.
- 2 The Tribunal conclude that the Respondents failed to comply with S47 and S48 of the 1987 Act on service of the Demands but any failure is now remedied. The service charge demands made of the tenants are now deemed valid pending the provision of the Rateable Value of the flats to the tenants.
- 3 The Tribunal determine that a S20 statutory consultation was not necessary or required for the expenditure in the relevant service charge years.

## The Application

- 4 The Applicants seek a determination pursuant to s.27A of the Landlord & Tenant Act 1985 (**'the 1985 Act'**) and schedule 11 to the Commonhold & Leasehold Reform Act 2002 (**'the 2002 Act'**) as to the amount payable as a service charge and the reasonableness of the administration charges for years 2014-2016 and 2021.
- 5 The Applicants made an application to Tribunal dated 24 January 2022. Directions were subsequently issued and these identified that the Applicants disputed every single service charge cost for the relevant service charge years. A Case Management hearing was held on 8<sup>th</sup> September 2022 and matters in dispute were reduced to 95 separate items of expenditure, as set-out in a Scott schedule submitted jointly by the parties. Directions identified the following issues to be determined whether:
  - i. The Landlord had complied with s.47 and s.48 of the Landlord & Tenant Act 1987 (**'the 1987 Act'**) when serving service charge demands .
  - ii. The demands made by the Respondent were contractually valid.
  - iii. The legal fees, company administration, secretarial fees and contributions to a reserve fund were payable under the lease.
  - iv. The statutory consultation requirements for major works at the property had been satisfied.
  - v. the payability and reasonableness of the disputed service and administration charges in the relevant service charge years.

## The Hearing

- 6 The Applicants were represented by Mr McCarthy, Counsel and Mr Brown the co-Applicant, attended the Hearing and answered questions posed by Tribunal.

- 7 The Respondents were represented by Mr Upton, Counsel and Mr Davidoff, a Director of Edgwarebury Court RTM Company Limited also attended and provided oral evidence to Tribunal.
- 8 The Tribunal was told that the First Respondent is the freeholder. They have taken no active part in the proceedings.
- 9 The Second Respondent, the RTM company acquired the right to manage Edgwarebury Court in or around 2003. ABC Block Management Limited trading as Aldermartin, Baines & Cuthbert were appointed as the managing agents of the RTM company to manage the block at or around that time. The Applicants are members of the RTM company and Mrs Brown was formerly a Director.
- 10 The Hearing was held by video. Mrs Brown a co- applicant did not attend the hearing.
- 11 Neither party requested an inspection and the Tribunal did not consider one was necessary, nor would it have been proportionate to the issues in dispute.

### **The property**

- 12 The subject property is a purpose built block of six flats. There is carparking to the front of the block and communal gardens to the rear.

### **The law**

- 13 The relevant legal provisions are set-out in the appendix to this Decision.
- 14 At the beginning of the Hearing the Tribunal asked the parties to review the matters in dispute. The Tribunal was told that the Respondents had accepted that, under the provisions of the lease the legal, company administration, secretarial fees and contributions to a reserve fund were not payable. The Respondents confirmed to Tribunal that any costs included in the service charges levied in the relevant years would be reimbursed to the Applicants.
- 15 It was then agreed that the matters in dispute remained those listed at items i, ii, iv and v at paragraph 4 of this Decision.

### **Compliance with s. 47 and s 48 of the 1987 Act**

- 16 The Tribunal heard from Mr McCarthy that to ensure statutory compliance a written service charge demand must include the landlord's name and address. He told Tribunal the demands issued by the Respondent RTM Company included no detail of the name or address of the landlord or intermediate landlord.
- 17 He argued that the RTM company had assumed the repairing responsibilities of the landlord under the RTM agreement and that it held the forfeiture rights should the tenants fail to pay ground rent. These rights reflected the substantive interest of the RTM company and a

justification for their details to be being provided on the service charge demand to satisfy statutory regulation.

- 18 Mr Upton referred Tribunal to *Beitov Properties Ltd –v– Elliston Bentley Martin [2012] UKUT 133 L&TR.23*, in which it was held that the address of the landlord for the purposes of s.47(1)

*'thus seems ... to be the place where the landlord is to be found ... in the case of a company it would be the company's registered office, or the place from which it carries on business'.*

Mr Upton accepted that the address given on the demand was not the landlord's address, because it was the registered office of the RTM company or an address from which it carried on business. It was the address of the agents of the company who manage the subject property. Mr Upton argued that under the Right to Manage provisions, the RTM company has acquired the right to manage and, therefore, is in effect the landlord and it was the address of the RTM company which was required for service of notices.

### **Findings of the Tribunal**

- 19 The Tribunal has had regard to the authority *Beitov Properties Ltd –v– Elliston Bentley Martin [2012] UKUT 133* and the Upper Tribunal Decision No 1 *West India Quay (Residential) Ltd –v– East Tower Apartments Ltd [2021] EWCA Civ 1119* in the latter authority the Upper Tribunal described a failure to comply with the requirements of s.47(1) as **'suspensory only'** in that any service charge or administration charge is treated as not being due from the tenant to the landlord at any time before the information is furnished by the landlord by notice given to the tenant.
- 20 The Tribunal is told that the RTM company has now provided to all tenants the name and registered address of the RTM company and the name and registered address of Woodland Investments Limited. Evidence of this service is provided in the bundle and in the Skeleton Argument submitted by Mr Upton.
- 21 The Tribunal conclude that the Respondents failed to comply with S47 and S48 of the 1987 Act on service of the Demands. This failure is now remedied and the served service charge demands made of the tenants are valid.

### **Whether the demands are contractually valid**

- 22 Mr McCarthy told Tribunal that, under the terms of the lease, the service charges are allocated according to the rateable value of Flat 4, in relation to the aggregate rateable value of the entire building. Mr McCarthy told Tribunal that the relevant rateable values were not provided to the Applicants, despite several requests from Mr Brown to the managing agents and RTM company.
- 23 The Tribunal did enquire whether this had been done by letter and if there was any evidence included in the bundle of such requests having been

made. The Tribunal was told by the Applicants counsel the requests for the relevant rateable value had been made, but there was no documentary evidence in the bundle.

- 24 It was Counsel for the Applicants' view that the failure to provide the rateable value for Flat 4 undermined the validity of the demand, as no basis for the charges was provided.
- 25 Mr Upton disputed this claim. He said that the lease did not require the demand to specify any of this information. He said there was no provision in the lease requiring the rateable values for either the subject flat or the block to be provided to the tenant(s).
- 26 Mr Upton referred Tribunal to *Brent LBC –v– Shulem B Association Limited [2011] EWHC 1663 (Ch)* in which it was held that it was sufficient for the lessor to demand a specified sum stating that it is a “due proportion of the expenses” without separately stating the amount of the proportion and the amount of the expenses.

### **Findings of the Tribunal**

- 27 The Tribunal has carefully considered the authority submitted by Counsel for the Respondents relevant to this matter. It acknowledges that it is arguable that the lessor is only required to provide the sum chargeable on the demand is the due proportion of the expenses.
- 28 The Tribunal is not satisfied it is fair and equitable to apportion the service charges without presentation of the rateable values (RV) used in the calculation, as these are the principal determinants of the charges. The Tribunal are unable to reconcile the right of a tenant to check the calculation and accuracy of service charge demanded. The failure to provide the RV hinders a tenants ability to confirm the charge is made in compliance with their contractual obligation under the lease provision. Only when the sum is verified as correct is the sum payable and this checking procedure requires the RV data. It must be available to the RTM Company and managing agent to calculate the apportionment and there is no practical explanation offered by the Respondent why this data is not revealed to all the tenants.
- 29 For these reasons the Tribunal determine it is reasonable for the lessor to provide to the tenants all relevant rateable values used in the service charge apportionment calculation. This should be done when the service charge demand is made.
- 30 The Tribunal determines the demands are not valid until this information is provided to the lessee but this deemed failure is suspensory only and that the service charge will be payable after provision of the rateable values.

### **The alleged failure to carry out statutory consultation**

- 31 Mr McCarthy referred Tribunal to the Scott schedule and, in particular, electrical works – items 3-9. Mr McCarthy argued that these works

collectively were expenditure which exceeded the statutory £250 threshold per leaseholder and, as a consequence, a statutory s.20 consultation should have been undertaken.

- 32 Mr McCarthy referred Tribunal to the specific dates and type of work. The dates fell during the early months of 2016 and were charges for electrical works, which included carrying out an electrical safety survey and subsequent repairs to electrical fittings.
- 33 It is alleged a consultation was not undertaken by the Respondents and there is no evidence in the bundle that a s.20 consultation was undertaken.
- 34 Counsel for the Respondents argued that these were different works and did not constitute a single programme of work for which consultation was appropriate.
- 35 Mr Davidoff provided an oral statement to Tribunal that explained the initial expenditure was on a safety inspection. Following the results of the safety inspection it was then necessary for repair works to be carried out. He explained that a number of these repair works followed almost 8 months after the initial electrical works. The Scott schedule identified costs incurred in August 2016 following the initial charges for electrical works made in January.

### **Findings of the Tribunal**

- 36 The test as to whether a statutory s.20 consultation should be undertaken is given in *Phillips –v– Francis [2014] EWCH Civ 139*.
- 37 The Tribunal has had regard to the type, timing and purpose of the works, in accordance with the guidance provided in this authority.
- 38 The Tribunal has considered the specific timing and purpose of the works and whether they were planned and intended to be carried out as a single entity. There is no compelling evidence that the works were designed to be an single scheme. The Tribunal has looked at the dates and type of work. They are separate items, linked, but not designed as a single electrical refurbishment scheme.
- 39 The Tribunal therefore determines the electrical works did not constitute a scheme and therefore the s.20 threshold of £250 was not reached in respect of any of the works.
- 40 A statutory consultation was not necessary or appropriate for the collection of works identified by Counsel for the Applicant.

### **Payability and reasonableness of the services charges listed in the Scott schedule**

- 41 At Appendix B is a Scott schedule which lists the 65 items in dispute for the Tribunal to determine. This is reduced from the original 95 items disputed in the application.

- 42 The total sum in dispute is £22,101 over 4 service charge years . It would not be practicable to make detailed descriptive finding on each item in dispute. The Tribunal has provided some comments for several of the items listed in the Appendices.
- 43 After some deliberation the parties agreed at the hearing the sums in dispute are as follows:
- i. 2014 £8,098.00
  - ii. 2015 £9,324.80
  - iii. 2016 £3,755.00
  - iv. 2021 £923.64
- 44 The schedule attached at Appendix B is an agreed schedule. The findings made by Tribunal about payability and reasonableness follow the submissions made at the hearing. The amounts disputed were agreed at the hearing by Counsel following discussion between the parties about the disputed service charge items.
- 45 A number of service charges included in the original submission were subsequently withdrawn by the Applicants at the hearing. A number of other revisions to the claim were made after conversations between the parties' representatives during recess from the hearing.
- 46 The Tribunal are asked specificity about the payability of service charges for repairs to the balcony of flat 1 at item 9 of the Schedule, drain repair costs at item 38 and the electricity costs for the common parts.
- 47 The Tribunal accept the balcony do not fall within the demise of the flat. The lease plan is not clear and there is no specific provision that demises the balcony structure to the leaseholder. The repair costs are deemed landlords repairing obligations and payable under service charge provision. Clause 2(2) (iii) a. of the lease at page 70 of the bundle is the relevant provision.
- 48 No evidence was adduced to specify the location of the blocked drain. In the absence of such evidence it must be assumed the drain clean out cost at item 38 is for removal of a blockage to the service drains that serves the property. This is a landlord liability under the lease provision at Clause 2(2) iii a. that refers to costs of “*maintaining ... the “mains drains”*” as included in relevant service charges.
- 49 The communal electricity charges are referred to in the lease as payable at clause 2(2) (iii) c. The Tribunal determine the reference in the lease to “*including the cleaning and lighting therof*” provides for lighting costs of the common areas within the service charge.
- 50 The sums payable is shown at Appendix B.

Service Charge Year	Sum payable and reasonable (£)	Scott Schedule items
2014	£7052.00	1-16
2015	£7825.80	17-35, 38-39
2016	£2156.15	40-46, 48-57
2021	£801.36	60-63,83, 88,91

51. The reasonableness of the charges is determined on the basis of the submissions made by parties and the knowledge and experience of the Tribunal in these matters.

**Name:** Ian Holdsworth                      **Date:** 5 April 2023  
Valuer Chairman



## **Appendix A**

### **RIGHTS OF APPEAL**

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

## **Appendix of relevant legislation**

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

#### **Section 18**

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

- (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

### **Section 19**

- (1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period -
  - (a) only to the extent that they are reasonably incurred, and
  - (b) where they are incurred on the provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;

and the amount payable shall be limited accordingly.

- (2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

### **Section 27A**

- (1) An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to -
  - (a) the person by whom it is payable,
  - (b) the person to whom it is payable,
  - (c) the amount which is payable,
  - (d) the date at or by which it is payable, and
  - (e) the manner in which it is payable.
- (2) Subsection (1) applies whether or not any payment has been made.
- (3) An application may also be made to the appropriate tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to -
  - (a) the person by whom it would be payable,
  - (b) the person to whom it would be payable,
  - (c) the amount which would be payable,
  - (d) the date at or by which it would be payable, and
  - (e) the manner in which it would be payable.
- (4) No application under subsection (1) or (3) may be made in respect of a matter which -
  - (a) has been agreed or admitted by the tenant,

- (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
  - (c) has been the subject of determination by a court, or
  - (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.
- (5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

## **Section 20**

- (1) Where this section applies to any qualifying works or qualifying long term agreement, the relevant contributions of tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have been either—
- (a) complied with in relation to the works or agreement, or
  - (b) dispensed with in relation to the works or agreement by (or on appeal from) the appropriate tribunal .
- (2) In this section “relevant contribution”, in relation to a tenant and any works or agreement, is the amount which he may be required under the terms of his lease to contribute (by the payment of service charges) to relevant costs incurred on carrying out the works or under the agreement.
- (3) This section applies to qualifying works if relevant costs incurred on carrying out the works exceed an appropriate amount.
- (4) The Secretary of State may by regulations provide that this section applies to a qualifying long term agreement—
- (a) if relevant costs incurred under the agreement exceed an appropriate amount, or
  - (b) if relevant costs incurred under the agreement during a period prescribed by the regulations exceed an appropriate amount.
- (5) An appropriate amount is an amount set by regulations made by the Secretary of State; and the regulations may make provision for either or both of the following to be an appropriate amount—
- (a) an amount prescribed by, or determined in accordance with, the regulations, and
  - (b) an amount which results in the relevant contribution of any one or more tenants being an amount prescribed by, or determined in accordance with, the regulations.
- (6) Where an appropriate amount is set by virtue of paragraph (a) of subsection (5), the amount of the relevant costs incurred on carrying out the works or under the agreement which may be taken into account in determining the relevant contributions of tenants is limited to the appropriate amount.

- (7) Where an appropriate amount is set by virtue of paragraph (b) of that subsection, the amount of the relevant contribution of the tenant, or each of the tenants, whose relevant contribution would otherwise exceed the amount prescribed by, or determined in accordance with, the regulations is limited to the amount so prescribed or determined.]

### **Section 20B**

- (1) If any of the relevant costs taken into account in determining the amount of any service charge were incurred more than 18 months before a demand for payment of the service charge is served on the tenant, then (subject to subsection (2)), the tenant shall not be liable to pay so much of the service charge as reflects the costs so incurred.
- (2) Subsection (1) shall not apply if, within the period of 18 months beginning with the date when the relevant costs in question were incurred, the tenant was notified in writing that those costs had been incurred and that he would subsequently be required under the terms of his lease to contribute to them by the payment of a service charge.

### **Section 20C**

- (1) A tenant may make an application for an Order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a court, residential property tribunal or the Upper Tribunal, or in connection with arbitration proceedings, are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.
- (2) The application shall be made—
- (a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to a county court;
  - (aa) in the case of proceedings before a residential property tribunal, to that tribunal;
  - (b) in the case of proceedings before a residential property tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any residential property tribunal;
  - (c) in the case of proceedings before the Upper Tribunal, to the tribunal;
  - (d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to a county court.
- (3) The court or tribunal to which the application is made may make such Order on the application as it considers just and equitable in the circumstances.

## **Section 21B**

- (1) A demand for the payment of a service charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to service charges.
- (2) The Secretary of State may make regulations prescribing requirements as to the form and content of such summaries of rights and obligations.
- (3) A tenant may withhold payment of a service charge which has been demanded from him if subsection (1) is not complied with in relation to the demand.
- (4) Where a tenant withholds a service charge under this section, any provisions of the lease relating to non-payment or late payment of service charges do not have effect in relation to the period for which he so withholds it.
- (5) Regulations under subsection (2) may make different provision for different purposes.
- (6) Regulations under subsection (2) shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament.

## **The Service Charges (Summary of Rights and Obligations, and Transitional Provision) (England) Regulations 2007**

Regulation 3 relates to the “Form and Content of Summary of Rights and Obligation”. Where these Regulations apply, the summary of rights and obligations which must accompany a demand for the payment of a service charge must be legible in a typewritten or printed form of at least 10 point, and must contain (a) the title “Service Charges — Summary of tenants' rights and obligations”; and (b) the statement set out in subparagraph (b).

**Appendix B**

**Appendix B: Scott Schedule with Tribunal Findings**

Appendix B: SCOTT SCHEDULE WITH FINDINGS

**FLAT 4**

**EDGWAREBURY LANE'**

**EDGWARE, MIDDLESEX HA8 8LP**

**CASE REFERENCE LON/00AC/LSC/2022/006**

**DISPUTED SERVICE CHARGES S/C YEAR ENDING 2015-2016 and 2021**

ITEM	COST £	DATE	TENANT'S COMMENTS	LANDLORD'S COMMENTS	TRIBUNAL FINDING SUM Payable and Reasonable (£)
1. 2	1,500	03/06/14	ABC SPEC FEES These costs were not agreed upon and, in any case, excessive given the writer is not a surveyor nor duly qualified to draw up such specification. We don't not believe the writer is in fact a surveyor. £300	These costs were to provide the contractors, with a specification, so that they could all quote on a like for like basis.  There were two options for tarmacadem & block paving and the specification was technically exacting and correct to a professional standard.  The costs were reasonably	1000

				<p>incurred and reasonable in cost.</p> <p>Please see attached document labelled '1 – Edgwarebury Court – Specification'</p>	
2. 3	1,300	10/12/14	<p>Town and Country Paving These costs were charged five days prior to the works commencement. Although the later invoice for £22500 appears to include the same work</p> <p>£TBC</p>	<p>This cost relates to different works.</p> <p>The £22,500 referred to was for the block paving project to the forecourts.</p> <p>This cost is for the rebuilding of the rear manhole chamber which was collapsing. The block paving project / quotes did not include the rebuilding of the collapsed manhole chamber.</p> <p>It was completed by the same company who carried out the driveway repairs but is a different set of works.</p> <p>The costs were reasonably incurred and reasonable in cost.</p>	1300



3. 5	300	06/01/14	<p>ILS Electrical condition reports</p> <p>This invoice appears to relate to the communal EICR however 4 days later electrical works were carried out to the communal area requiring a new NIC certificate, therefore this NIC was not valid. The managing agents have not sent the NIC certificate, please submit a copy.</p> <p>£0</p>	<p>When an EICR is carried out at a property it will either come back as 'unsatisfactory' or 'satisfactory'. As this came back that work was required and failed, we had to get the electrical maintenance works carried out for the safety of the residents at the block. The initial inspection and report are chargeable in any event, irrespective of whether further remedial works are required or not. The contractor charged £250 + vat for 2 separate reports (as the property has 2 separate entrances). It is our contention that the costs are reasonable and were reasonably incurred.</p> <p>Please see attached document labelled '3,4 &amp; 5 – ILS Emails'</p>	300
4.	1,008	09/01/14	<p>ILS Consumer units and 5 light fittings</p> <p>These works and the above + below item appear to be one job in which case section 20 consultation should have been</p>	<p>These works were completed following on from the EICR that was carried out to bring it back to a satisfactory level.</p> <p>The consumer units and 5 light fittings were replaced as</p>	1,008

			<p>consulted upon and was not.</p> <p>This is not the first time works requiring S20 consultation have been split in what is to avoid consulting with us.</p> <p>£0</p>	<p>they would have been against the health and safety regulations for the residents.</p> <p>The S.20 consultation process was not required due to the remedial cost being below the s20 threshold.</p> <p>The costs were reasonably incurred and reasonable in cost.</p> <p>Please see attached document labelled '3,4 &amp; 5 – ILS Emails'</p>	
5. 7	912	09/01/14	<p>ILS Two sockets, 6 time lag switches and 3 exterior light fittings with motion detectors</p> <p>As above these works should have been consulted upon. It remains unclear as to why the same contractor issued two separate invoices on the same day for the same address</p> <p>£0</p>	<p>These works were independent from the EICR requirements. These were for regular repairs and maintenance around the building that had been instructed prior to the EICR being carried out, and the quote we received was below the s20 threshold and as such not part of a set of works to remedy deficiencies highlighted in the EICR report. The costs are modest compared to the work carried</p>	£750

				<p>out. The costs were reasonably incurred and reasonable in cost.</p> <p>Please see attached document labelled '3,4 &amp; 5 – ILS Emails'</p>	
6. 8	132	08/07/14	<p>Conroy Electrical replace one push switch. Should this have been considered a warrantee repair replacement after less than 6 months</p> <p>£100</p>	<p>6 months earlier we only replaced the 6 broken switches that were not working. There were historically 8 switches, 1 outside each flat front door and one beside each of the main front doors to the block. ILS had only changed 6 of the 8 switches as two were still working fine at the time. This cost was to change another switch which subsequently stopped working.</p> <p>The costs were reasonably incurred and reasonable in cost.</p>	100
7. 9	252	29/08/14	<p>Faulty communal lighting. Replace light fitting and time lag switch This item was carried out by the same contractor a few weeks earlier.</p>	<p>The work done is in the other entrance compared to the previous job. This was the 8<sup>th</sup> switch to be replaced – which had not been replaced previously as it was working</p>	150

			£0	<p>fine when the others were replaced.</p> <p>The cost is modest for a call out and replacing a switch and programming the timing.</p> <p>The costs were reasonably incurred and reasonable in cost.</p>	
8. 10	90	14/02/14	<p>Prestige Property Maintenance to supply and fit Management Plaque. This is a Managing Agents cost and not part of the service charges, not required or requested by the lessees.</p> <p>Separately having checked the VAT number listed on the invoice, it shows as “INVALID”</p> <p>£0</p>	<p>This cost is for a plaque to be displayed outside the property to state that we are the Managing Agents &amp; provide our contact details, this was to supply and install the plaque. This helps the first responders &amp; passers-by obtain our information if an emergency was to happen and could not get into the block, so they know who to contact.</p> <p>It should be noted from the attached email trail that we had supplied and fitted a set of plaques at no charge initially, but they were torn down and disposed of. Whilst we have no</p>	90

				<p>proof of who tore them down we certainly have our suspicions. In any event we had to replace them and on the second occasion we charged a very modest charge to cover the costs.</p> <p>The costs were reasonably incurred and reasonable in cost.</p> <p>Please see attached document labelled '8 – Plaque Email'</p>	
9. 11	1,158	19/06/14	<p>BDM Treatment to balcony of flat 1</p> <p>The managing agents previously informed us the balcony's do not form the part of the managed areas and such previously requested we carry out works ourselves however it appears we are charged for flat 1?</p> <p>£TBC</p>	<p>The Balconies are part of the structure of the building and as such fall within the Landlords repairing and maintain covenants and are recoverable via the service charge account.</p> <p>The costs were reasonably incurred and reasonable in cost.</p>	1158
10. 12	620	08/08/14	<p>Clear drain fix high level leaks and change section of downpipe</p>	<p>This cost was not just to clear drains and involved a more complex &amp; involved set of</p>	370

			<p>This is overpriced even at today's rate –  Clear Drains £120  High Level Leak £100  Downpipe Replacement £150</p> <p>Total £370</p>	<p>works.</p> <p>These works took 2 x workmen to carry out and involved gaining access to a high level area to repair the leaks, as one person has to stand at the bottom of the ladder to secure it whilst the other climbed the ladder to do the work in order to comply with the “working at heights” legislation.</p> <p>For labour and materials, we believe £620 is a reasonable cost.</p> <p>The costs were reasonably incurred.</p> <p>Please see attached document labelled '10 – Email &amp; Photos – Drain &amp; Leak Clearance'.</p>	
11.13	540	18/09/14	<p>Fencing repair front elevation</p> <p>There was no new fence installed and none of the supposed work is evident. We attach a photo to support our opinion that in fact</p>	<p>There is a low wall at the front of the property. There were a number of sections where the posts were loose as well. One section of fence was missing and was replaced, and a new</p>	540

			<p>no work was carried out. This is overpriced for the works supposedly undertaken.</p> <p>£0</p>	<p>post was supplied and fitted in concrete on the side fence. The works were primarily to secure what was there existing at the time, The cost of said works is very modest. Please see emails and photos attached from the time of the work.</p> <p>The costs were reasonably incurred and reasonable in cost.</p> <p>Please see attached document labelled '11 – Front Fence Replacement – Emails &amp; Photos'.</p>	
12. 21	130	30/06/14	<p>Payment to Daria flat 5 <b>Unidentified service payment</b></p> <p>£0</p>	<p>Daria was the tenant in flat 5 and she would clean the common parts.</p> <p>The costs were reasonably incurred and reasonable in cost.</p>	130
13. 22	90	15/10/14	<p>Payment to Daria flat 5 <b>Unidentified service payment</b></p> <p>£0</p>	<p>Daria was the tenant in flat 5 and she would clean the common parts.</p> <p>The costs were reasonably</p>	90

				incurred and reasonable in cost.	
14. 29	11.05	30/04/14	E.ON Electricity 1-2 Previously invoiced  £0	<p>We cannot see that the bill was previously paid. We do not believe it was. However, if we are wrong on that point, the nature of utility billing means that if an error occurred and an invoice was paid twice then the account would balance out the next month when the next invoice was raised. It is clear from the invoices that the electricity company read the meters fairly regularly as stated on their invoices. Had there been an error one month it would have been reflected on the next months invoice and cancelled out. There doesn't appear to be any evidence of this at all. There was no double billing as per the year end accounts.</p> <p>In anticipation of the hearing, we took a meter reading and provided it to the current energy supplier so we can balance out any payments,</p>	11.05



				<p>however we were advised that smart meters are installed at the property, so the bills are always accurate.</p> <p>The costs were reasonably incurred and reasonable in cost.</p> <p>Please see attached document labelled '14 – Electricity Emails'</p>	
15.30	38.57	09/04/14	<p>E.ON Electricity 3-6 Previously invoiced</p> <p>£0</p>	<p>We cannot see that the bill was previously paid. We do not believe it was. However, if we are wrong on that point, the nature of utility billing means that if an error occurred and an invoice was paid twice then the account would balance out the next month when the next invoice was raised. It is clear from the invoices that the electricity company read the meters fairly regularly as stated on their invoices. Had there been an error one month it would have been reflected on the next months invoice and cancelled out. There</p>	38.57

				<p>doesn't appear to be any evidence of this at all. There was no double billing as per the year end accounts.</p> <p>In anticipation of the hearing, we took a meter reading and provided it to the current energy supplier so we can balance out any payments, however we were advised that smart meters are installed at the property, so the bills are always accurate.</p> <p>The costs were reasonably incurred and reasonable in cost.</p> <p>Please see attached document labelled '14 – Electricity Emails'</p>	
16.37	16.38	19/11/14	E.ON Electricity 1-2 Previously invoiced £0	We cannot see that the bill was previously paid. We do not believe it was. However, if we are wrong on that point, the nature of utility billing means that if an error occurred and an invoice was paid twice then the account would balance out	16.38

				<p>the next month when the next invoice was raised. It is clear from the invoices that the electricity company read the meters fairly regularly as stated on their invoices. Had there been an error one month it would have been reflected on the next months invoice and cancelled out. There doesn't appear to be any evidence of this at all. There was no double billing as per the year end accounts.</p> <p>In anticipation of the hearing, we took a meter reading and provided it to the current energy supplier so we can balance out any payments, however we were advised that smart meters are installed at the property, so the bills are always accurate.</p> <p>The costs were reasonably incurred and reasonable in cost.</p> <p>Please see attached document labelled '14 – Electricity</p>	
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				Emails'	
				<b>TOTAL</b>	7,052
17.43	2,700	29/01/15	<p>ABC Real Estates section 20 driveway supervision fees. This charge is excessive and was not agreed upon. It remains unclear the extent of ABC's supervision work as charged and whether the person supervising was duly Qualified to do so.</p> <p>£400</p>	<p>These were very extensive and complicated works which took up many man hours to oversee each day and ensure work was being done to a high standard. The market rate for supervision varies from 10% - 15% of the project costs. We charged 10% + vat which is modest &amp; in line with the Management Agreement that was agreed between the RTM Co Client and the managing agent.</p> <p>The costs were reasonably incurred and reasonable in cost.</p>	2000
18.44	360	27/11/14	<p>Conroy Electrics, fix only electric cable to garage and gates</p> <p>There was no need or authority to carry out these works and its unclear as to why these were works were requested and possibly carried out</p>	<p>At the time, Mr Brown met with Mr Davidoff in our office &amp; he had suggested that a future project to enhance the security and look of the building would be to install gates, and he pointed to a recent new development just up the road as an example. Mr</p>	360

			£0	<p>Davidoff agreed with Mr Brown and suggested that as the driveway would be replaced it made sense to lay the cables now so as to avoid the need and the cost to raise the driveway at a later stage. Mr Brown agreed to this approach at the time.</p> <p>The costs were reasonably incurred and reasonable in cost.</p> <p>Please see attached document labelled '18 – Electric Gates Email'</p>	
19.45					
20.46	850	02/02/15	<p>Drain clean and fix FB2 locks to storage areas</p> <p>These works are extremely over priced. There is no indication on the invoice as to why the investigation was carried out. Having obtained prices at today's rate, the cost to investigate would be £90 + VAT . The FB2 locks are £26 for two. The competency of the contractor is unclear for</p>	<p>We noted that the drains at the back of the property were overflowing with sewage. The contractor is a general builder who specialises in plumbing and drainage, and we have used them for many years at many properties.</p> <p>Whilst on site they also put two FB locks on the storage cupboards under the stairs to</p>	250

			<p>the job required.</p> <p>FB2 - £26 DRAIN CLEAN £0</p>	<p>prevent the residents from storing their personal belongings therein which could be a fire hazard.</p> <p>The costs were reasonably incurred and reasonable in cost.</p> <p>Please see attached document labelled '20 – Drain Clearance &amp; FB Lock'</p>	
21. 48	1500	26/02/15	<p>Sinclair Builders Fireboard two cupboards <b>Extent and cost of the works required a section 20 notice</b></p> <p><b>£0</b></p>	<p>The cost of the works would have to exceed £250 per flat for this to require a Section 20.</p> <p>These charges do not exceed the s20 threshold.</p> <p>The cost also included painting the woodwork including banisters etc with intumescent paint.</p> <p>The costs were reasonably incurred and reasonable in cost.</p>	1500
22. 49	750	26/02/15	Sinclair Builders, Rubbish	The cost is modest as it	750

			<p>clearance, electrical repairs to lighting and smoke detectors, safety barriers to windows and painting communal areas. <b>No clear details given as to electrical repairs (as they are not an NICEIC Electrical contractor they are unable to carry out electrical works)</b></p> <p><b>Images should be provided for the waste removed.</b></p> <p><b>Smoke detectors were already installed and were replaced during the section 20 work.</b></p> <p><b>£0</b></p>	<p>includes a number of small jobs. The combined charge is below the s20 threshold. Whenever the contractor deals with any electrical work they use subcontractors who are of course suitably regulated.</p> <p>The costs were reasonably incurred and reasonable in cost.</p>	
23.50	137.09	27/03/15	<p>Archers Building &amp; Construction Supply and fix H &amp; S signage <b>No other details given as to where and what signage was for</b></p> <p><b>£0</b></p>	<p>This relates to the standard H&amp;S signage that was required as a result of the FRA and was placed in the common parts of both blocks.</p> <p>The costs were reasonably incurred and reasonable in cost.</p>	137.09
24.51	130	20/05/15	<p>Recycle City remove goods from carpark</p>	<p>The goods/refuse were reported to the Property</p>	130

			<p>No description as to “goods” Further evidence should be provided.</p> <p>£TBC</p>	<p>Manager, who then instructed the refuse removal company to attend and remove it.</p> <p>The items may have been dumped by a leaseholder or a resident sub tenant. Alternatively, as the block is open to the street, random people have previously dumped stuff as well. Irrespective of who dumps it, we need to arrange to have it cleared.</p> <p>We do not always get photos emailed to us, but we do have some that have been saved to the system. The absence of photos does not mean that it didn't happen, and there is no obligation to get photos each time it happens.</p> <p>The costs were reasonably incurred and reasonable in cost.</p> <p>Please see attached document labelled '24 – Dumped Rubbish'</p>	
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25.52	220	07/06/15	<p>Patric Karlowitz New door closure hinges  <b>No block or location details given</b>  <b>£TBC</b></p>	<p>The residents / sub tenants reported problems with the front door not closing properly. The contactor changed the hinges and the hydraulic door closer to ensure the safety of the occupants.</p> <p>The costs were reasonably incurred and reasonable in cost.</p>	220
26.53	120	28/08/15	<p>Sinclair Builders unblock drain pipe 26/08 – there are many separate supposed works carried out to the drains and high level gutters, much of these are disputed and are overpriced in any case. There is no justification been provided as to why such expenditure were incurred.</p> <p>£TBC</p>	<p>The reason for the repair was due to blockages in the down pipes reported at the property.</p> <p>These were often reported by the residents.  The challenge refers to works done to “Drains” and “High Level Gutters”, both of which are quite separate. This invoice only relates to a blocked down pipe.  The costs were reasonably incurred and reasonable in cost.</p> <p>Please see attached document</p>	120

				labelled '26 – Downpipe Clearance'	
27.54	240	28/08/15	<p>Sinclair Builders high level gutter repairs 27/08</p> <p>As above</p> <p>£TBC</p>	<p>We received reports of leaking gutters and instructed the contractor to attend and resolve the issue. The contractor attended the day before and dealt with the down pipe issue that was initially reported. He advised that when on site he noted a problem with the guttering and would return the next day to attend to it as he had run out of time and not expected to deal with that additional issue when he initially attended.</p> <p>We have attached photos that show that there are trees in close proximity on three sides of the block which are taller than the building and its gutters. As such, leaves and debris regularly fall into the gutters and block them, which causes the gutters to overflow when it rains. This necessitates the need to</p>	240

				<p>regularly clear the gutters when we get reports from the residents. On a number of occasions, we have also carried out repairs to parts of the gutters in addition to clearance.</p> <p>The costs were reasonably incurred and reasonable in cost.</p> <p>Please see attached document labelled '27 High Level Gutter Repairs'</p>	
28.55	396	28/10/15	<p>Conroy Electrics replace 2 security lights</p> <p>These lights were already replaced by ILS contractors on 9/1/14.</p> <p>£0</p>	<p>There are a number of different security / PIR lights at the property. It is not necessarily the case that the lights addressed by this invoice are the same as those dealt with by ILS previously as suggested.</p> <p>But even if they were, any warranty would have run out long ago – this work was carried out a year and 10 months later.</p>	396

				The costs were reasonably incurred and reasonable in cost.	
29.56	228	10/11/15	Conroy Electrics replace trace fault internal lighting and replace fittings <b>No block or location details given, furthermore these were also replaced on 9/1/14</b>  <b>£0</b>	There are a number of different lights at the property. It is not necessarily the case that the lights addressed by this invoice are the same as those dealt with by ILS previously as suggested. But even if they were, any warranty would have run out long ago – this work was carried out a year and 11 months later.  The costs were reasonably incurred and reasonable in cost.	228
30.57	288	14/10/15	Conroy Electrics Flat 5, trace electrical fault internal lighting and replace fittings leak from flat <b>This is a recharge to the lessee who had the leak is not a communal charge</b>  <b>£0</b>	Flat 5 suffered a leak from flat 6 above. The repairs and reinstatement to flat 5 could have been done via an insurance claim, however we took the decision to “self-insure” as it did not make commercial sense to make a claim for such a small sum and then have to pay a higher	150

				premium upon renewal. The costs were reasonably incurred and reasonable in cost.	
31.58	300	25/11/15	<p>Hammer &amp; Chisel Ltd remove dumped furniture.</p> <p>This is disputed - they are not waste collectors and in any case its excessive.</p> <p>Separately we believe Hammer and Chissel is in fact an associated company to Mr Davidoff and we attach proof of our assertion.</p> <p>£TBC</p>	<p>Please see attached photo of reported rubbish.</p> <p>Hammer &amp; Chisel is not an associated company. When they first started, they rented a small office at one of the investment properties owned by one of Mr Davidoff's investment companies. Mr Davidoff is neither a shareholder nor Director of Hammer &amp; Chisel. We occasionally give them work much like we do many other unrelated companies. The costs were reasonably incurred and reasonable in cost.</p> <p>Please see attached document labelled '31 – Dumped Furniture'</p>	300
32.59	60	22/01/15	<p>Payment to Daria flat 5 <b>Unidentified service</b></p>	<p>Daria was the tenant in flat 5 and she would clean the</p>	60

			<p><b>payment</b></p> <p><b>£o</b></p>	<p>common parts.</p> <p>The costs were reasonably incurred and reasonable in cost.</p>	
33.63	390	24/07/15	<p>Estate Maintenance cleaning May – June</p> <p>Communal clean has now increased from £42 twice a month to £65 – it is unclear why. Why terminate the contract with Riverclean to only proceed with a contractor more expensive? Separately, the accounts provided list the total cleaning expenditure for 2015 £1538 however the total bills provided for is £1478. Furthermore, July, October and December were billed twice which total to an additional £300 over paid.</p> <p>£42 – Cleaning</p>	<p>We briefly used AJ Everclean, but they were unreliable and whilst they were very cheap their work was of a commensurate level.</p> <p>We got two quotes for new service providers, from MA Premier Property Services Ltd &amp; from Estate Maintenance Ltd who were slightly cheaper of the two.</p> <p>Please see attachment labelled '33 – MAPP Cleaning Quote'</p> <p>We chose to pay a market rate and get a better and more professional job done by Estate Maintenance Ltd going forward.</p> <p>We cannot see that October &amp; December were billed twice. We paid for every visit to the</p>	250

				<p>property.</p> <p>The small difference in the expenditure is due to the pre-payments &amp; accruals accounting regime.</p> <p>The costs were reasonably incurred and reasonable in cost.</p>	
34.68	476.25	17/06/15	<p>Blossom Garden maintenance 5 visits 27/04 – 22/06/15</p> <p>The previous garden contractor charged £40 per visit for the same level of work. Blossom Gardening is priced at £95.25. Why terminate the previous contractor to proceed with a more expensive contractor?</p> <p>The previous gardening contractor has provided a quote to carry out the same and in fact better service for a total of £60 Per vist. Please see attached.</p> <p>Accounts provided list the total garden expenditure as £1524, however the invoices provided</p>	<p>We briefly used Julies Garden Service, but they were unreliable and whilst they were very cheap their work was of a commensurate level.</p> <p>We got two quotes for new service providers, from MA Premier Property Services Ltd &amp; from Blossom Gardening Ltd who were slightly cheaper of the two.</p> <p>Please see attachment labelled '34 – MAPP Gardening Quote'</p> <p>We chose to pay a market rate and get a better and more professional job done by Blossom Gardening going</p>	476.25

			<p>for total £1478. There was further 3 charges In August when It should have been 2. Accordingly the total garden expenditure should have been £1383.</p> <p>Gardening £40 Per visit.</p>	<p>forward.</p> <p>We paid for every visit to the property.</p> <p>The contractor typically comes every two weeks and due to the diary, that works out 3 visits in August.</p> <p>The small difference in the expenditure is due to the pre-payments &amp; accruals accounting regime.</p> <p>The costs were reasonably incurred and reasonable in cost.</p>	
35.81	38.46	22/06/15	<p>SSE Electricity 1-2 Previously invoiced £0</p>	<p>We cannot see that the bill was previously paid. We do not believe it was. However, if we are wrong on that point, the nature of utility billing means that if an error occurred and an invoice was paid twice then the account would balance out the next month when the next invoice was raised. It is clear from the invoices that the electricity company read the</p>	38.46



				<p>meters fairly regularly as stated on their invoices. Had there been an error one month it would have been reflected on the next months invoice and cancelled out. There doesn't appear to be any evidence of this at all. There was no double billing as per the year end accounts.</p> <p>It should be noted that there are 2 invoices from SSE in the bundle for the same amount of £38.46, but one is for block 1-2 and the other is for block 3-6. This is a fluke / coincidence and nothing more. The bill has not been paid twice.</p> <p>The costs were reasonably incurred and reasonable in cost.</p> <p>Please see attached document labelled '14 – Electricity Emails'</p>	
36.86					
37.92					
38.102	100	26/01/16	Sinclair Builders Clear blocked	This was an issue that was	100

			<p>drains problems flat 3 – Why was this charged to the SC account?</p> <p>£0</p>	<p>reported by flat 3 rather than an issue that was caused by flat 3.</p> <p>The contractor advised us that the drains were blocked due to a build-up of debris.</p> <p>The costs were reasonably incurred and reasonable in cost.</p>	
39.103	120	08/02/15	<p>Hammer &amp; Chisel Rubbish removal</p> <p>Evidence should be provided.</p> <p>£TBC</p>	<p>This relates to refuse being removed from site that was dumped either by a tenant/leaseholder or as it is an open block, the public could have dumped it and therefore it is our responsibility to have it removed.</p> <p>Please see pictures of refuse that was onsite.</p> <p>The costs were reasonably incurred and reasonable in cost</p> <p>Please see attached document labelled '39 – Dumped Items'</p>	120
40.				TOTAL	7825.80

41.104	100	01/10/16	<p>M A Premier Property Rubbish clearance - as above</p> <p>£TBC</p>	<p>This relates to refuse being removed from site that was either dumped by a tenant/leaseholder or as it is an open block, the public could have dumped it and therefore it is our responsibility to have it removed.</p> <p>The costs were reasonably incurred and reasonable in cost.</p> <p>Please see attached document labelled '40 – Rubbish Removal – 01.10.16'</p>	100
42.105	120	14/11/16	<p>M A Premier Property Rubbish clearance - as above</p> <p>£TBC</p>	<p>This relates to refuse being removed from site that was either dumped by a tenant/leaseholder or as it is an open block, the public could have dumped it and therefore it is our responsibility to have it removed.</p> <p>The costs were reasonably incurred and reasonable in cost.</p>	120

				Please see attached document labelled '41 – Rubbish Removal – 14.11.16'	
43.106					
44.107	210	04/04/16	Hammer & Chisel Supply and fit dummy security cameras – When actual cctv cameras were installed by ourselves these were removed without good reason yet the MA have incurred and expense to place dummy cameras? Why? See attached correspondence	In an attempt to deter people dumping rubbish as well as other anti-social behaviour we installed dummy CCTV cameras  The costs were reasonably incurred and reasonable in cost.	210
45.108	240	14/04/16	Hammer & Chisel Problems with lighting, replace time switch - - Yet again - this has been changed multiple times – changed on 9/1/14 – 8/7/14 – and again on 29/08/14 nor does the invoice mention which block these supposed works were at?	These works were carried out over two years later to the lighting/time switch being replaced.  The cost is modest for a call out to attend to a fault with the lighting, replacing a switch and programming the timing.  The costs were reasonably incurred and reasonable in cost.	240
46.109	330	14/04/16	Carringtons Bld Clear blocked drains	The drains regularly get blocked as residents flush wet	330

			<p>Despite all the supposed drainage works carried out, this expense continues on.</p> <p>£0</p>	<p>wipes, sanitary products and babies nappies down the toilet. We have frequently written to the residents advising that these items are not meant to be flushed down the toilet and should be bagged and binned instead. When we get a report or observe a blocked drain, we need to call a contactor to clear the drains. Sometimes the drain can be cleared swiftly at a modest cost and sometimes the blockage is stubborn and requires more work which attracts a higher charge.</p> <p>The costs were reasonably incurred and reasonable in cost.</p>	
47.111	600	01/07/16	<p>M A Premier Property Services Fencing repairs Similar repairs carried out in 2015 yet we are informed these were replaced again? The invoice states the trellis were also replaced yet the fence comes as one piece. Photo evidence prove none were replaced.</p>	<p>In 2015 we made various repairs to both the front and side fences. This work is the replacement of the side fence as the old fence came down The costs were reasonably incurred and reasonable in cost.</p>	600

			£0	Please see attached document labelled '46 – Repairs To Fence'	
48.113					
49.114	50	Un dated invoice, paid 13/09/16	M A Property Services Repeat repairs to high level guttering £0	As per our previous photos that show that there are trees in close proximity on three sides of the block which are taller than the building and its gutters. As such, leaves and debris regularly fall into the gutters and block them, which causes the gutters to overflow when it rains. This necessitates the need to regularly clear the gutters when we get reports from the residents. On a number of occasions, we have also carried out repairs to parts of the gutters in addition to clearance.  The costs were reasonably incurred and reasonable in cost.	50
50.130	100	14/11/16	Dispute there was dumped rubbish	We believe this line item has been incorrectly listed by Mr Brown, we believe it is a	100

			£0	duplication of line item 41 whereby he has listed £100 when the correct invoice is £100 + VAT and we have provided the evidence for.	
51. 132	381.00	03/02/16	<p>Blossom Garden maintenance 4 visits 07/12 – 10/02/16 These visits are well outside the standard gardening contracts very late in the year for any garden maintenance</p> <p>£TBC</p>	<p>This invoice relates to the maintenance of the gardening area, sweeping at the front and through to the back of the block.</p> <p>As previously stated, it is an open block so very often rubbish will be blown onto the property.</p> <p>We would then instruct Blossom Gardening to attend on an extra visit and clear the rubbish/sweep down the front.</p> <p>We believe this is a modest cost for the works carried out.</p> <p>The costs were reasonably incurred and reasonable in cost.</p>	381
52. 133	190.50	7/10/15	Blossom Garden maintenance 2 visits on Monday, Details all left blank, No date or invoice number	This invoice relates to the maintenance of the gardening area, sweeping at the front and	0

			<p>or details given</p> <p>£TBC</p>	<p>through to the back of the block.</p> <p>As previously stated, it is an open block so very often rubbish will be blown onto the property.</p> <p>We would then instruct Blossom Gardening to attend on an extra visit and clear the rubbish/sweep down the front.</p> <p>We believe this is a modest cost for the works carried out.</p> <p>The costs were reasonably incurred and reasonable in cost.</p> <p>Please see attached document labelled '51 – Blossom Gardening Letter'</p>	
53.135	476.25	No date or month given	<p>Blossom Garden maintenance 5 visits on Monday, Details all left blank, No date or invoice number or details given</p> <p>£TBC</p>	<p>This invoice relates to the maintenance of the gardening area, sweeping at the front and through to the back of the block.</p> <p>As previously stated, it is an</p>	0



				<p>open block so very often rubbish will be blown onto the property,</p> <p>We would then instruct Blossom Gardening to attend on an extra visit and clear the rubbish/sweep down the front.</p> <p>We believe this is a modest cost for the works carried out.</p> <p>Please see attached document labelled '51 – Blossom Gardening Letter'</p>	
54.136	<b>190.50</b>	23/11/15	<p>Blossom Garden maintenance 2 visits on Monday, Details all left blank, No date or invoice number or details given</p> <p>£TBC</p>	<p>This invoice relates to the maintenance of the gardening area, sweeping at the front and through to the back of the block.</p> <p>As previously stated, it is an open block so very often rubbish will be blown onto the property.</p> <p>We would then instruct Blossom Gardening to attend on an extra visit and clear the</p>	0

				<p>rubbish/sweep down the front.</p> <p>We believe this is a modest cost for the works carried out.</p> <p>Please see attached document labelled '51 – Blossom Gardening Letter'</p>	
55.137	381	17/05/16	Blossom Garden maintenance 4 visits 11/04 – 23/05/16 Invoiced before works were completed	<p>This invoice relates to the maintenance of the gardening area, sweeping at the front and through to the back of the block, cutting down overgrown bushes etc.</p> <p>We believe this is a modest cost for the works carried out.</p>	0
56.138	381	05/07/15	Blossom Garden maintenance 2 visits 06/06 – 18/07/16 Invoiced before works were completed	<p>This invoice relates to the maintenance of the gardening area, sweeping at the front and through to the back of the block, cutting down overgrown bushes etc.</p> <p>We believe this is a modest cost for the works carried out.</p>	0
57.139	762	19/09/16	Blossom Garden maintenance 8 visits between 06/06 – 12/09/16, 4 of which have been previously invoiced 06/06 – 18/07/16	We have asked Blossom Gardening to refund the 3 invoices that they double charged in error and they have	0

			£TBC	refunded the money to the service charge account. <i>If we are to concede the point we will remove the refunded funds from the service charge account so that there is not a double credit given to Mr Brown.</i>	
58.145	25.15	Undated	SSE Electricity 1-2 Statement relating to a previous invoice £0	We cannot see that the bill was previously paid. We do not believe it was. However, if we are wrong on that point, the nature of utility billing means that if an error occurred and an invoice was paid twice then the account would balance out the next month when the next invoice was raised. It is clear from the invoices that the electricity company read the meters fairly regularly as stated on their invoices. Had there been an error one month it would have been reflected on the next months invoice and cancelled out. There doesn't appear to be any evidence of this at all. There was no double billing as per the year end accounts.	25.15

				<p>The costs were reasonably incurred and reasonable in cost.</p> <p>Please see attached document labelled '14 – Electricity Emails'</p>	
59.152					
60.322					
61.323	425	26/02/21	4 Site Health and Safety and Fire Risk Assessment Is this type of inspection required on an annual basis	<p>A Health, Safety &amp; Fire Risk Assessment is a legal requirement to be carried out.</p> <p>This helps the managing agent understand the health and fire hazards within the block so we can have them rectified and the relevant works carried out.</p> <p>This cost is modest for a fire risk report to be carried out.</p>	425
62.324	21.76	/02/21	SSE Electricity 3-6 Previously invoiced  £0	We cannot see that the bill was previously paid. We do not believe it was. However, if we are wrong on that point, the nature of utility billing means that if an error occurred and an invoice was paid twice then the account would balance out	21.76

				<p>the next month when the next invoice was raised. It is clear from the invoices that the electricity company read the meters fairly regularly as stated on their invoices. Had there been an error one month it would have been reflected on the next months invoice and cancelled out. There doesn't appear to be any evidence of this at all. There was no double billing as per the year end accounts.</p> <p>In anticipation of the hearing, we took a meter reading and provided it to the current energy supplier so we can balance out any payments, however we were advised that smart meters are installed at the property, so the bills are always accurate.</p> <p>The costs were reasonably incurred and reasonable in cost.</p> <p>Please see attached document labelled '14 – Electricity</p>	
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				Emails'	
63.325	22.10	/01/21	SSE Electricity 3-6 Previously invoiced £0	<p>We cannot see that the bill was previously paid. We do not believe it was. However, if we are wrong on that point, the nature of utility billing means that if an error occurred and an invoice was paid twice then the account would balance out the next month when the next invoice was raised. It is clear from the invoices that the electricity company read the meters fairly regularly as stated on their invoices. Had there been an error one month it would have been reflected on the next months invoice and cancelled out. There doesn't appear to be any evidence of this at all. There was no double billing as per the year end accounts.</p> <p>In anticipation of the hearing, we took a meter reading and provided it to the current energy supplier so we can balance out any payments, however we were advised that</p>	22.10

				<p>smart meters are installed at the property, so the bills are always accurate.</p> <p>The costs were reasonably incurred and reasonable in cost.</p> <p>Please see attached document labelled '14 – Electricity Emails'</p>	
64.326	20.50	/01/21	SSE Electricity 1-2 Previously invoiced £0	<p>We cannot see that the bill was previously paid. We do not believe it was. However, if we are wrong on that point, the nature of utility billing means that if an error occurred and an invoice was paid twice then the account would balance out the next month when the next invoice was raised. It is clear from the invoices that the electricity company read the meters fairly regularly as stated on their invoices. Had there been an error one month it would have been reflected on the next months invoice and cancelled out. There doesn't appear to be any</p>	20.50

				<p>evidence of this at all. There was no double billing as per the year end accounts.</p> <p>In anticipation of the hearing, we took a meter reading and provided it to the current energy supplier so we can balance out any payments, however we were advised that smart meters are installed at the property, so the bills are always accurate.</p> <p>The costs were reasonably incurred and reasonable in cost.</p> <p>Please see attached document labelled '14 – Electricity Emails'</p>	
65.327					
66.328					
67.329	22.10	/11/20			
68.330	20/86	/11/20			
69.331	22.01	/12/20			
70.332	20.94	/12/20			
71.333	21.85	/09/20			
72.334	20.87	/09/20			



73.335	20.92	/08/20			
74.336	21.81	/07/20			
75.337	20.98	/07/20			
76.338	21.59	/06/20			
77.339	20.87	/06/20			
78.340	21.78	/05/20			
79.341	21.03	/05/20			
80.342	21.49	/04/20			
81.343	21.09	/04/20			
82.344	21.59	/03/20			
83.345	21.59	/03/20			
84.346	2,000	08/03/21	157.49 not payable 1842.90 – not challenged		
85.357	385	10/11/20			
86.358	720	17/11/20			
87.359	220	29/05/20			
88.360					
89.361	312	27/01/21	Sinclair Builders Clear blocked drains Have now charged VAT  No completed £0	The drains regularly get blocked as residents flush wet wipes down the toilet. We have frequently written to the residents advising that these items are not meant to be flushed down the toilet and should be bagged and binned instead. When we get a report or observe a blocked drain, we need to call a contactor to	312

				<p>clear the drains. Sometimes the drain can be cleared swiftly at a modest cost and sometimes the blockage is stubborn and requires more work which attracts a higher charge.</p> <p>The costs were reasonably incurred and reasonable in cost.</p> <p><i>Historically Sinclair's were not VAT Registered. They advised us that at one point there were forced to register for VAT, - until their accountant were able to take the necessary steps to de-register</i></p>	
90.362					
91.363					
92.371	122.28	04/01/21	Blossom Gardening Commercial Ltd G1 visit 14/12 late for any form of garden maintenance	<p>This invoice relates to the maintenance of the gardening area, sweeping at the front and through to the back of the block, cutting down overgrown bushes etc.</p> <p>As previously stated, it is an</p>	0

				<p>open block so very often rubbish will be blown onto the property.</p> <p>We would then instruct Blossom Gardening to attend on an extra visit and clear the rubbish/sweep down the front.</p> <p>We believe this is a modest cost for the works carried out.</p>	
93.377					
94.378					
95.380					
95.				<b>TOTAL</b>	<b>801.36</b>