



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

Case reference : **LON/00AG/LSC/2023/0237**

Property : **349A West End Lane London NW6 1LT**

Applicant : **Daniel Williams & Helena Liaka (Flat A)
Carl-Gustav Beckmann & Wan Yin
Leung (Flat B)**

Representative : **Mr Williams in person**

Respondent : **Assethold Limited**

Representative : **Mr L Gibson**

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

Tribunal members : **Mrs E Flint FRICS
Mr J Naylor FRICS FRPM**

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

Date of decision : **19 January 2024**

DECISION

Decisions of the tribunal

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

The application

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") and Schedule 11 to the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act")] as to the amount of service charges payable by the Applicant in respect of the service charge years 2021-24 inclusive.

The hearing

2. Mr Williams appeared in person at the hearing on behalf of all the applicants and the Respondent was represented by Mr L Gibson of counsel, no one from Assethold Limited or their managing agents Eagerstates Limited attended the hearing.

The background

3. The property which is the subject of this application is a terraced property comprising commercial premises on the ground floor and two flats on the three upper floors, including the attic. The residential parts are accessed via a door to the left of the commercial premises.
4. Neither party requested an inspection and the tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute.
5. The Applicants hold long leases of the property which require the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge. The specific provisions of the lease will be referred to below, where appropriate.

The issues

6. At the start of the hearing the parties confirmed that the relevant issues for determination were as set out in the Scott schedule attached to this decision.
7. The costs in 2021-2 for the upgrade to the timer switches and fire, health and safety risk assessment; the visual condition report and bin cleaning costs in 2022-3 and the fire health and safety testing and repairs in the budget for 2023-4 were no longer in issue.
8. Having heard evidence and submissions from the parties and considered all of the documents provided, the tribunal has made determinations on the various issues as follows.

Cleaning of common parts

9. Mr Williams described the common parts as comprising a hall of approximately 1m by 4 m with laminate flooring and a carpeted staircase. The cleaners were said to spend approximately 15 minutes cleaning each week. He referred to a number of photographs to support his contention that the standard of the cleaning was poor.
10. He did not consider it was appropriate to charge additional sums for spraying WD40 on the front door or adding £5 + VAT to each invoice for disinfecting touch points since government guidance was that no special products were required for this purpose.
11. Mr Gibson referred to the invoices and the Respondent's obligation under the lease to clean the common parts. His client had not addressed the standard of work in his statement of case.

The tribunal's decision

12. The tribunal determines that the amount payable in respect of cleaning of the common parts is £591.50 for 2021-2, £543.95 for 2022-3 and a budget of £600 for 2023-4.

Reasons for the tribunal's decision

13. The Tribunal determines that it was unreasonable to add regular charges of £5 + VAT to the bills for the application of disinfecting products to touchpoints and spraying WD40 on the front door. The charges determined are based on the standard weekly cleaning charge with an uplift for inflation for the 2023-4 budget.

Fire, Health and Safety Services

14. Mr Williams referred to an invoice dated 17 March 2021 in respect of the installation of heat detectors within the flats. He asserted that the work was not within the landlord's obligations under the lease and represented improvements. There was a second invoice dated 9 July 2021 for servicing the units.
15. Mr Gibson referred to the landlord's covenants in the lease and in particular to clause 5 (2) (f) "*Without prejudice to the foregoing to do or cause to be done all such works installations acts matters and things as the Lessor may think reasonably necessary or advisable for the proper maintenance safety and amenity and administration of the Residential premises*" and paragraph 1 (h) of the 5th Schedule the service charge: "*the reasonable and proper cost of meeting health and safety regulations coming into force from time to time including ... fire protection and detection systems.*"
16. He referred to the report by 4Siteconsulting which recommended that a competent person should be employed to ascertain if the current fire alarm system extended into the individual flats and if not the system should be upgraded accordingly.

The tribunal's decision

17. The tribunal determines that the amount payable in respect of Fire Health and safety Services is £840.

Reasons for the tribunal's decision

18. The lease allows the landlord to carry out the works and servicing of the installation as appropriate. It represents good practice to ensure that the premises are protected in accordance with recent regulations.

Fire Health and Safety Door works.

19. Mr Williams confirmed that the section 20 consultation had been carried out. However not all of the work had been completed. There were two quotations, doing the best they could as the specification lacked the requisite detail the leaseholders were willing to pay £1323.89 as being representative of the work actually carried out
20. Mr Gibson accepted that although not all the work was completed the amount charged was what the landlord had paid.

The Tribunal's Decision

21. The Tribunal determines that £1323.89 is payable in 2020 for work to the Fire Door works.

Reasons for the Tribunal's decision

22. Doing the best it could with the limited breakdown of the cost of the works, the amount offered by the leaseholders is reasonable.

Accountancy Fees

23. Mr Williams asserted that there was no evidence of any work having been carried out by the accountant, the only reference to his work was on the invoice. Eagerstates provided the only documentation relating to the service charge account.
24. Mr Gibson said that the only documents relating to these costs were the invoices.

The Tribunal's Decision

25. The accountancy fees are not payable in any of the years the subject of this application.

Reasons for the Tribunal's decision

26. There was no evidence of any work having been undertaken by the accountant. The accounts were signed by Eagerstates. Moreover, the lease did not require the accounts to be certified by an accountant.

Fire health and Safety testing and Repairs

27. Mr Williams referred to the three invoices relating to the testing of the system which were dated September 2022, December 2022 and January 2023. The invoices refer to monthly testing however there had been no previous invoices nor was he aware of any testing having been carried out. There was no log book relating to this item nor any evidence that monthly testing was required.
28. Mr Gibson referred to his client's statement that there ought to have been monthly testing but due to services issues the regular testing had not been carried out. The budget for 2023 -24 of £350 was based on previous years costs.

The Tribunal's decision

29. The sum of £144 in 2022-23 is payable. The budget figure of £350 for 2023-24 is also payable.

Reasons for the Tribunal's decision

30. The testing was ad hoc, it ought to have been carried out on a regular basis. However, the actual cost incurred was reasonable in amount. The budget figure was based on the previous year's costs.

Window cleaning

31. Mr Williams said that the applicants had agreed with the respondent that the quarterly window cleaning should be reduced to twice per year. Moreover, the actual charge of £528 for four visits covered only eight months of the year. The applicants were prepared to pay £284 as the cost per visit was accepted as being reasonable.
32. Mr Gibson Referred to the respondent's statement in the bundle that a reduction in the number of visits had been considered but not agreed.

The Tribunal's decision

33. The cost for 2022-23 is determined at £284 and at £300 for 2023-24.

Reasons for the Tribunal's decision

34. Twice yearly window cleaning is sufficient. No argument was produced to suggest the applicant's proposal had been shown to be unreasonable.

Lock Replacement

35. Mr Williams explained that a plastic allen key had been supplied which did not open the electricity cupboard door. Subsequently a metallic allen key was supplied: this should have been within the existing charge for the replacement doors and not the subject of an additional call out charge.
36. Mr Gibson confirmed that the applicants were correct in their assertion.

The Tribunal's decision

37. The charge of £276 is not payable.

Reasons for the Tribunal's decision

38. The call out charge was unreasonable since the plastic key did not open the replacement doors. An appropriate key ought to have been provided at the outset as part of the original work.

Fire Breach works

39. Mr Williams queried what this related to as no specification had been seen following the call out.
40. The respondent had stated that the fee was reasonable for a call out and preparation of a specification. Mr Gibson accepted that there was no evidence that any work was carried out.

The Tribunal's decision

41. No fee is payable

Reasons for the Tribunal's decision

42. There was no evidence of any work having been undertaken.
43. Surveyors fee for preparing preventative maintenance schedule
44. JMC Surveyors had inspected the property on 26 January 2022 however the report is dated July 2022. Mr Williams queried whether the surveyor had access to the interior of the building.: the recommendations appeared to be generic rather than specific to the subject property. There was no figure in the budget for this survey and if any work was urgent the six month delay was inexplicable.
45. Mr Gibson referred the Tribunal to the contents of the report. It was a prudent course of action for the managing agent to have such a survey undertaken.

The Tribunal's decision

46. The fee of £900 is payable.

Reasons for the Tribunal's decision

47. When preparing budgets the managing agent should regularly update the proposed maintenance schedule to ensure proper maintenance of the building and collection of the appropriate level of service charge.

Land Registry charge

48. Mr Williams queried whether this charge was payable under the terms of the lease.
49. Mr Gibson said it was a managing agent's disbursement necessary to ensure that the correct parties were identified when undertaking correspondence regarding a crack in the party wall.

The Tribunal's decision

50. The charge of £5 is payable.

Reasons for the tribunal's decision

51. The charge is a normal and necessary managing agent's disbursement.

Front door works and decorating the front door

52. Mr Williams said that there had been no section 20 consultation regarding these works. There were two invoices dated 15 and 19 July for £500 each, the latter being for decorating the door. This represented a single piece of work. He referred to a photograph of the door taken in March 2023 which showed that the paint was already flaking. In fact Dexters who occupy the ground floor estate agents instructed their decorators to repaint the door along with their own frontage in May 2023. The applicants were willing to pay £300 in total based on an alternative quotation which they had obtained.

53. Mr Gibson accepted that pre-painting decoration was essentially all one job. However, the offer of £300 was much less than the actual charge of £1,000. He had no evidence to counter the assertion that the work was of a poor standard. The redecoration by the commercial tenant on the ground floor was outside the control of the respondent.

The Tribunal's decision

54. £300 is payable in respect of the preparation and redecoration of the front door.

Reasons for the Tribunal's decision

55. The work encompasses one job. The offer by the applicant's is in the Tribunal's expert opinion reasonable.

Common parts inventory

56. Mr Williams said there was no invoice to support this charge.

57. Mr Gibson confirmed that no invoice was available.

The Tribunal's decision

58. No fee is payable

Reasons for the Tribunal's decision

59. No invoice was available and the common parts is a small area leading to the entrance doors to two flats. An inventory was not required.

BNO standard audit report

60. Mr Williams said that on 28 July 2022 Property Run Contracts Limited carried out a visual report which identified no clear issues. On 7 September BNO London Limited, a company owned and run by the same director as Property Run, carried out a standard audit which also identified no remedial action was required. On 28 October BNO London Limited returned to carry out an advanced audit, the report appeared to be identical to the standard audit in September.

61. Building Network Operator (BNO) audits are typically to be carried out on a BNO distribution board, he said there was no such distribution board at the subject property. In fact BNO London Ltd carried out an inspection of the consumer unit and flat installations, which is outside the remit of a building network operator. Since BNO London Ltd are not NICEIC registered they are not accredited to carry out any inspection against which work can be carried out.

62. Mr Williams asserted that this level of investigation was unreasonable in respect of a consumer unit which had no known faults. They had been advised that any suggestions/recommendations found in the 'standard audit' were only advisory and do not apply retrospectively, therefore there was no justification for the 'advanced audit' or for any further work to be carried out by BNO London Ltd. Furthermore, there is no requirement for a landlord supply unless it's to reduce to load on a consumer unit. He understood that the inspection, indicated that there was no danger of overload requiring a landlord's supply.

63. The applicants were prepared to pay £0 towards this.

64. Mr Gibson confirmed that there was no evidence of any work required to be carried out, what had been done or why it was necessary to carry out an advanced report.

The Tribunal's decision

65. None of the fees for the BNO reports are payable.

Reasons for the Tribunal's decision

66. There was no requirement or evidence to suggest such audits should be carried out particularly as there was no BNO board at the property. The company are not qualified to recommend work in relation to the consumer unit.

Generation of Electrical Specifications (BNO)

67. The report recommended a complete rewire of the building. Mr Williams said that would be an improvement which is not allowed under the terms of the lease. He confirmed that Flat B pays for the communal electricity.

68. The applicants had obtained a report from A C Kinetic a NICEIC registered company which had confirmed that the proposed work was not necessary to comply with any regulations. Eagerstates had proposed carrying out section 20 consultation in respect of these works. However, after lengthy email correspondence Eagerstates accepted that the work should not go ahead and the consultation process was not completed.

69. Mr Gibson referred to the report from BNO London Limited referring to an inspection on 7 December 2022 in which it was stated that the present situation was unacceptable as there is no separate landlord's supply for the communal lighting and alarms. The report recommends rewiring, new emergency lighting, fire and smoke alarms.

The Tribunal's decision

70. The cost was unreasonable and not payable.

Reasons for the Tribunal's decision

71. This appeared to be yet another inspection by BNO London Limited generating work to the electrical system despite the company not being appropriately registered. The applicants qualified advisers confirmed that the work was not necessary.

Electrical works to conform with regulations

72. A C Kinetic were asked to confirm whether the wiring was properly earthed. They carried out a proper inspection and test and confirmed that it was. MR Williams noted that this would suggest BNO had not carried out a proper investigation.

73. Mr Gibson had nothing to refute the applicants' evidence.

Tribunal's decision

74. The cost is not payable

Reasons for the Tribunal's decision

75. The BNO report was unreliable and the inspection had not been carried out to a proper standard. Had it been so it would have been evident that the electrical supply was fully earthed.

Cracked wall repair

76. Mr Williams accepted that it was necessary to repair the crack however he was of the opinion that the work was of a poor standard. Caulk had been applied in September 2022 however the crack had reappeared within six months. They had obtained a quotation in the sum of £200.

77. Mr Gibson accepted that his client had not addressed the quality of the work in the statement of case.

The Tribunal's decision

78. The amount payable is £200.

Reasons for the Tribunal's decision

79. The quality of the work was poor. The Tribunal determines that a reasonable cost would be £200 based on the quotation provided by the applicants.

Drone Survey

80. Mr Williams asserted that it was not reasonable to carry out a drone survey as there had been other visual surveys of the building. There was no report of the survey available.

81. Mr Gibson confirmed there was no report in the bundle and that it was not referred to in the respondent's statement of case.

The Tribunal's decision

82. The cost is not payable.

Reasons for the Tribunal's decision

83. There was no evidence that it was appropriate to carry out a drone survey following the planned maintenance survey report nor any evidence that there was any issue with the condition of the roof.

Management Fees

84. Mr Williams said that the applicants were willing to pay 15% of the revised total expenditure based on the Tribunal's determination. This was the maximum fee chargeable under the terms of the lease.

85. Mr Gibson conceded that 15% of the total expenditure was indeed the maximum chargeable under the terms of the lease.

The Tribunal's decision

86. The Tribunal has no jurisdiction as the parties have agreed the basis for calculating the fee.

Fire Health and safety risk assessment

87. Mr Williams suggested that the frequency was excessive. London Fire Prevention recommended this should be carried out every three years. Their previous risk assessment had been carried out in January 2022. If there was to be an annual review it was not necessary to physically inspect the building.

88. Mr Gibson said that although this had been in the previous year's budget it was not in that year's service charge accounts. It was not unreasonable for the risk assessment to be carried out bi-annually.

The Tribunal's decision

89. The fee of £450 is payable.

Reasons for the Tribunal's decision

90. A bi-annual risk assessment is not unreasonable. Managing agents are more aware of the need for these assessments post Grenfell.

Fire Health and Safety remedial works as per s20 notices

91. Mr Williams said that there were no outstanding or valid section 20 notices to date. Therefore, no sum should be included in the budget.

92. Mr Gibson confirmed that the only section 20 notices issued had been in 2021.

The Tribunal's decision

93. No amount should be included in the budget for 2023-24 for section 20 works.

Reasons for the Tribunal's decision

94. There was no evidence that any major works were required or anticipated to be carried out within 2023-24.

Repair fund

95. Mr Williams accepted that it was useful to have a repair fund but challenged the budget of £2,000. The applicants suggested £1,000 would be appropriate.

96. Mr Gibson had no comment on the amount.

The Tribunal's decision

97. A budget figure of £1,000 is payable.

Reasons for n the Tribunal's decision

98. The parties accept that a repair fund is a sensible provision. This is a small block with limited common parts and no evidence of any ongoing outstanding repairs. £1,000 is a reasonable sum to be held in such a reserve fund in the circumstances.

Application under s.20C and refund of fees

99. The Applicant made an application for a refund of the fees paid in respect of the application/ hearing¹. Taking into account the determinations above, the tribunal orders the Respondent to refund any fees paid by the Applicant within 28 days of the date of this decision.

100. In the application form, the Applicant applied for an order under section 20C of the 1985 Act. Having heard the submissions from the parties and taking into account the determinations above, the tribunal determines that it is just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act, so that the Respondent may not pass

¹ The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013

any of its costs incurred in connection with the proceedings before the tribunal through the service charge.

Name: E Flint

Date: 19 January 2024

Scott Schedule attached

Rights of appeal

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

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

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

Schedule

Disputed Service Charges SIC Year Ended 2021/2022, 2022/2023 and 2023/2024

Case Reference:	LON/OOAG/LSC/2023/0237 Premises:	Flats A & B, 349A West End Lane, London, NW6 1LT
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2021/2022 Schedule

Item	Cost	Tenant's Comments	Landlord's Comments *	Tribunal's Decision
<u>1. Common Parts Cleaning</u>	£710.80	<p>Unreasonably excessive & low quality</p> <p>A longer description follows in the statements section.</p> <p>If required, the leaseholders are prepared to pay a maximum of: £240.00</p>	<p>Not excessive as explained in the statement of case</p>	£591.50
<u>2. Fire Health & Safety Services</u>	£840.00	<p>Frequency of testing is unreasonable following installation of new units.</p> <p>A longer description follows in the statements section.</p> <p>The leaseholders are prepared to pay: £240.90</p>	<p>As explained in the statement, these units had to be installed as per the fhs survey and the service had to be carried out annually</p>	£840

<u>3. Upgrade to timer switches</u>	£330.00	The leaseholders are prepared to pay: £330.00	noted	Agreed by Applicants
<u>4. Fire Health & Safety Risk Assessment</u>	£408.00	The leaseholders are prepared to pay: £408.00	noted	Agreed by Applicants
<u>5. FHS Remedial Door Works as per Section 20 Notice</u>	£3,123.78 Actual charged £2,647.78	Work was not carried out as specified. Inappropriate contractor chosen. A longer description follows in the statements section.	Valid consultation. Not unreasonable for works carried out	£1323.89
		The leaseholders are prepared to pay: £1323.89		
<u>6. Accountant</u>	£222.00	Unreasonable charge with no evidence of certification work provided, only an invoice. A longer description follows in the statements section. The leaseholders are prepared to pay: £0	Copies of the audit are provided and are attached Payable under terms of lease	Nil

2022/2023 Schedule

<u>7. Common Parts Cleaning</u>	£543.95	<p>Unreasonably excessive / low quality</p> <p>A longer description follows in the statements section.</p> <p>The leaseholders are prepared to pay: £240.00</p>	Same as previous year	£543.95
<u>8. Fire Health & Safety Testing and Repairs</u>	£144.00	<p>Frequency of testing is completely sporadic and there's no evidence to suggest any visits/tests occurred.</p> <p>A longer description follows in the statements section.</p> <p>The leaseholders are prepared to pay: EO</p>	Evidence provided as per the statement	£144
<u>9. Window Cleaning</u>	£528.00	<p>Agreed reduced frequency of visits previously. A longer description follows in the statements section.</p> <p>The leaseholders are prepared to pay: 2264.00</p>	Reduction was never agreed	£264

<u>10. Lock replacement</u>	£276.00	<p>No new work completed, only dropping off a metallic allen key for work completed by the same contractors previously.</p> <p>A longer description follows in the statements section.</p> <p>The leaseholders are prepared to pay: EO</p>	Reasonable for an additional call out	Nil
<u>11. Fire breach works</u>	£276.00	<p>Not required & no evidence of any work completed.</p> <p>A longer description follows in the statements section.</p> <p>The leaseholders are prepared to pay: EO</p>	Reasonable call out fee and preparation of specification	Nil
<u>12. Surveyors for preparing Preventative Maintenance schedule</u>	£900.00	<p>Unreasonable / not required.</p> <p>A longer description follows in the statements section.</p> <p>The leaseholders are prepared to pay: EO</p>	Reasonable to carry out and reasonable cost	£900
<u>13. Land Registry Search</u>	£25.00	Are leaseholders responsible for this under the lease?	Reasonable and required for management	

		The leaseholders are prepared to pay: £0		
<u>14a. Front door works</u>	£500.00	No Section 20 issue & excessive charge. A longer description follows in the statements section. The leaseholders are prepared to pay: £300.00	Below the consultation limited Not duplicated, please refer to invoice and description	£300 to include item 14b
<u>14b. Decorating front door</u>	£500.00	Duplicate invoice for work which should have been completed at the same time as the previous item. A longer description follows in the statements section. The leaseholders are prepared to pay: £0	Below the consultation limited Not duplicated, please refer to invoice and description	Included in 14a above
<u>15. Visual Installation Condition report</u>	£298.00	The leaseholders are prepared to pay: £298.00	noted	Agreed by Applicant

<u>16. Common parts Inventory</u>	£36.00	<p>Not required for a total of 2 flats with a small communal area. No evidence provided of inventory and it's unclear what it is or why it's needed.</p> <p>The leaseholders are prepared to pay: £0</p>	Reasonable to carry out, not a high fee	Nil
<u>17a. BNO Standard Audit report</u>	£492.00	<p>Unreasonable / not required.</p> <p>A longer description follows in the statements section.</p> <p>The leaseholders are prepared to pay: £0</p>	Reasonable to carry out and required by law	Nil
<u>17b. BNO Advanced Audit report</u>	£498.40	<p>Unreasonable / not required.</p> <p>A longer description follows in the statements section.</p> <p>The leaseholders are prepared to pay: £0</p>	Reasonable to carry out and required by law	Nil

<p>18. <u>Generation of Electrical Specifications (BNO)</u></p>	<p>£447.72</p>	<p>Unreasonable / not required.</p> <p>A longer description follows in the statements section.</p> <p>The leaseholders are prepared to pay: EO</p>	<p>Reasonable to carry out to ensure fair consultation</p>	<p>Nil</p>
<p>19. <u>Electrical works to conform with regulations (BNO)</u></p>	<p>£398.89</p>	<p>Unreasonable / not required.</p> <p>A longer description follows in the statements section.</p> <p>The leaseholders are prepared to pay: £0</p>	<p>Reasonable to carry out</p>	<p>Nil</p>
<p>20. <u>Cracked Wall Repair</u></p>	<p>£500</p>	<p>Unreasonable contractor selection. Poor quality. Excessive fees.</p> <p>A longer description follows in the statements section.</p> <p>The leaseholders are prepared to pay: £200.00</p>	<p>Reasonable to carry out</p> <p>Cost of works is reasonable</p>	<p>£200</p>

<u>21. Bin Cleanin</u>	£23.76	<p>Completely illegitimate invoice and made-up charge as no leaseholders have bins. Respondent was incredulous when presented with the evidence and bizarrely refused to remove the charge.</p> <p>The leaseholders are prepared to pay: £0</p>	Agreed to remove	respondent agreed to remove
<u>22. Drone Survey</u>	£300.00	Unreasonable / not required given a full survey was already completed. No evidence provided of completed survey. A longer description follows in the statements section. The leaseholders are prepared to pay: £0	It is reasonable to carry this out so we can assess the roof	Nil

<p>23. <u>Accountant</u></p>	<p>£240.00</p>	<p>Unreasonable charge with no evidence of certification work provided, only an invoice.</p> <p>A longer description follows in the statements section.</p> <p>The leaseholders are prepared to pay: £0</p>	<p>Same as previous years</p>	<p>Nil</p>
<p>24. <u>Management Fee</u></p>	<p>£568.80</p>	<p>Unreasonably excessive.</p> <p>A longer description follows in the statements section.</p> <p>The leaseholders are prepared to pay £568.80 providing it is lower than 15% of the adjusted total service charge expenditure.</p>	<p>This is charged at £237 plus vat per unit which is a very low fee</p>	<p>15% of total expenditure agreed between the parties</p>

2023/2024 Schedule

Item	Cost	Tenant's Comments	Landlord's Comments *	Tribunal's decision
<u>25. Common Parts Cleaning</u>	£850.00	<p>Excessive.</p> <p>Live-in leaseholders happy to Hoover the stairs and wipe handrails once a fortnight for no payment.</p> <p>See alternative quotes.</p> <p>If forced to, the leaseholders are prepared to pay: £240.00</p>	<p>Reasonable estimate based on previous years costs</p>	£600

<u>26. Fire Health & Safety Testing and Repairs</u>	£600.00	<p>Leaseholders are prepared to pay £600.00</p>	<p>Reasonable estimate based on previous years costs</p>	Agreed by applicants
<u>27. Window Cleaning</u>	£600.00	<p>Unreasonably excessive.</p> <p>A longer description follows in the statements section.</p> <p>If forced to, the leaseholders are prepared to pay: £264.00</p>	<p>Reasonable estimate based on previous years costs</p>	£300

<u>28. Fire Health & Safety Services</u>	£350.00	Not clear what this covers differently to "Fire Health & Safety Testing and Repairs" Leaseholders are prepared to pay: £0	Reasonable estimate based on previous years costs	£350
<u>29. Fire Health & Safety Risk Assessment</u>	£450.00	Unreasonable / not required at this frequency. A longer description follows in the statements section. The leaseholders are prepared to pay: £0	Reasonable estimate based on previous years costs	£450
<u>30. Fire Health & Safety remedial works as per section 20 notices</u>	£1,200.00	There are no outstanding or valid section 20 notices, and no evidence has been provided to the contrary when requested. In complying with the Disclosure Direction 2 from the Tribunal, no evidence has been provided regarding a consultation notice in the estimated service charge accounts. The leaseholders are prepared to pay: £0	This is for ongoing remedial works which are still required but have not yet been carried out	Nil

<p>31. <u>Accountant</u></p>	<p>£258.00</p>	<p>Unreasonable charge with no evidence of certification work provided, only an invoice.</p> <p>A longer description follows in the statements section.</p> <p>The leaseholders are prepared to pay: EO</p>	<p>Reasonable estimate based on previous years costs</p>	<p>Nil</p>
<p>32. <u>Management</u></p>	<p>£580.00</p>	<p>Unreasonably excessive.</p> <p>The leaseholders are prepared to pay 2580.00 providing it is lower than 15% of the adjusted total service charge expenditure.</p>	<p>Reasonable estimate based on previous years costs</p>	<p>15% of total Expenditure Agreed</p>
<p>33. <u>Repair fund (if needed)</u></p>	<p>£2,000.00</p>	<p>Unreasonably excessive.</p> <p>A longer description follows in the statements section.</p> <p>Depending on interpretation of the lease, the leaseholders are prepared to pay either £0 or £1,000.</p>	<p>Reasonable estimate based on previous years costs</p>	<p>£1,000</p>