



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

**Case reference** : LON/00AF/LSC/2023/0036

**Property** : Flats 1 to 4, Crescent House, Crescent Way, Orpington, Kent, BR6 9LR

**Applicants** : (1) Matthew Elder (Flat 3)  
(2) Lindsey Allen (Flat 1)  
(3) Oliver Rudaj (Flat 2)  
(4) Leslie Gearing (Flat 4)

**Representative** : Mr Matthew Elder

**Respondents** : (1) Tracy Patricia Hart  
(2) Michele Mary Williams  
(3) Stephen Edward Hart  
(4) Cedar Development Company Ltd.

**Representative** : Mr Marcus Staples BSc MRICS Dip PROP INV,  
Deacon Asset Management

**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** : Judge Tagliavini  
Mr Steve Wheeler MCIEH CEnvH

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

**Date of hearing** : 30 & 31 October 2023  
**Date of decision** : 5 January 2024

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**DECISION**

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## **Decisions of the tribunal**

- A. The tribunal makes the determinations as set out under the various headings in this Decision and Scott Schedule (Appendix I).
  - B. 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.
  - C. The tribunal determines that the respondent shall pay the applicant's application and hearing fee within 28 days of this Decision, in respect of the reimbursement of the tribunal fees paid by the applicants.
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## **The application**

1. The applicants seek the following determinations:
  - (i) A determination under section 27A of the Landlord and Tenant Act 1985 as to whether service charges are payable.
  - (ii) An order for the limitation of the landlord's costs in the proceedings under section 20C of the Landlord and Tenant Act 1985 and an order to reduce or extinguish their liability to pay an administration charge in respect of litigation costs, under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.

## **Background**

2. The applicants are the long leaseholders of Flats 1 to 4 situate at Crescent House, Crescent Way, Orpington, Kent BR6 9LR.
3. The leases for the four subject flats are as follows:

**Flat 1:** Previous lease dated 8 February 1985. New lease dated 28<sup>th</sup> February 2017 made between Patricia Mary Hart and Stephen Edward Hart (the Landlord) and Lindsey Samantha Allen (the Tenant).

**Flat 2:** Lease dated 26<sup>th</sup> August 2005 made between Peter Edward Hart and Patricia Mary Hart (the Landlord) and Cedar

Development Company Limited (the Tenant) was subsequently assigned to Oliver Rudaj.

**Flat 3:** Lease dated 15<sup>th</sup> June 2001 made between Peter Edward Hart and Patricia Mary Hart (the Landlord) Cedar Development Company Limited (the Company) and Collette Mary Harbutt (the Tenant) and subsequently assigned to Mr and Mrs Elder.

**Flat 4:** Previous lease dated 8 February 1985 made between Peter Edward Hart (the landlord and David James Mitchell (the Tenant) subsequently surrendered and re-granted in a Lease dated 9<sup>th</sup> July 2019 made between Tracy Patricia Hart and Michele Mary Williams (the Landlord) and Leslie Gearing (the Tenant)

4. The leases referred to the Building known as Crescent House as comprising the six (residential) flats and did not include the ground floor commercial units. Further, the Company, having sold/disposed of its interest in the flats, retained no further rights or obligations under the lease(s).
5. In the lease(s) the Building known as Crescent House is defined as comprising the six flats on the first and second floors ('the Building') and makes no reference to the two commercial units on the ground floor.
6. The tribunal has identified the following issues that are required to be determined in respect of the service charge years 2015/2016 to 2021/2022:
  - (i) whether the service charges have been properly demanded;
  - (ii) whether the landlord has complied with the consultation requirement under section 20 of the 1985 Act;
  - (iii) whether the works/services are within the landlord's obligations under the lease/ whether the cost of works/services are payable by the leaseholder under the lease;
  - (iv) whether the costs of the works/services are reasonable, in particular in relation to their nature, their quality and the contract price, and whether or not the works have in fact been completed

7. The works/services in question are identified in the applicants' Scott Schedule under numerous heads and include the following:

- (i) major works in 2016
- (ii) insurance costs
- (iii) management fees
- (iv) costs of energy consultants and health and safety report
- (v) general repairs and maintenance.

8. The first, second and third respondents are the previous and current freeholders of this family owned Building. In a witness statement dated 17/05/2023 by Mr Marcus J Staples, it was confirmed the freeholders of the Building were as follows:

From 2013: Patricia Mary Hart, Michele Mary Williams and Stephen Edward Hart.

From 2017 with the death of Patricia Mary Hart once probate was achieved: Michele Mary Williams and Stephen Edward Hart.

From 20/05/2019 following the transfer of Stephen Hart's share to his wife Michele Mary Williams and Tracy Patricia Hart.

Mr Staples confirmed Cedar Property Developments Ltd is a company 'owned' by one or other of the respondents but is not and has never been a freeholder/landlord of the subject Building.

9. Neither party requested an inspection and the tribunal did not consider that one was necessary to determine the issues raised.

10. The applicants holds a long lease of the property which requires 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 and will be referred to below, where appropriate.

### **The Hearing**

11. The applicants were represented by the first respondent, Mr Elder at the hearing and the respondents were represented by Mr Staples, managing agent.

12. The applicants submitted a bundle of 2790(electronic) pages and a core bundle of 100 (electronic) pages. The respondents relied upon a bundle of 181 (electronic) pages (entitled ‘Amended Submissions’).
13. The tribunal found neither party followed the tribunal’s multiple directions. Instead the parties sent numerous documents piecemeal to the tribunal, notwithstanding they were neither instructed nor required to do so. Further, the tribunal found the applicants’ inclusion of multiple irrelevant issues, duplication of documents and evidence, and a failure to focus on the central issues that fell with the tribunal’s jurisdiction, to be particularly unhelpful.
14. Having heard evidence and submissions from the parties and considered all of the relevant documents provided, the tribunal has made determinations on the various issues as follows. These should also be read in conjunction with the tribunal’s comments made in the Scott Schedule attached to this decision as Appendix I.

### **The tribunal’s decisions and reasons**

15. The tribunal finds the demands for payments of service charges (including insurance) do not comply with the requirements of sections 47/48 of the Landlord and Tenant Act 1987 and therefore are not payable by the applicants.
16. The relevant sections state:

***47 Landlord’s name and address to be contained in demands for rent etc.***

*(1)Where any written demand is given to a tenant of premises to which this Part applies, the demand must contain the following information, namely—*

*(a)the name and address of the landlord, and*

*(b)if that address is not in England and Wales, an address in England and Wales at which notices (including notices in proceedings) may be served on the landlord by the tenant.*

*(2)Where—*

*(a)a tenant of any such premises is given such a demand, but*

*(b)it does not contain any information required to be contained in it by virtue of subsection (1),*

*then (subject to subsection (3)) any part of the amount demanded which consists of a service charge or an administration charge (“the relevant amount”) shall be treated for all purposes as not being due from the tenant to the landlord at any time before that information is furnished by the landlord by notice given to the tenant.*

*(3).....*

*(4)In this section “demand” means a demand for rent or other sums payable to the landlord under the terms of the tenancy.*

**48 Notification by landlord of address for service of notices.**

*(1)A landlord of premises to which this Part applies shall by notice furnish the tenant with an address in England and Wales at which notices (including notices in proceedings) may be served on him by the tenant.*

*(2)Where a landlord of any such premises fails to comply with subsection (1), any rent service charge or administration charge otherwise due from the tenant to the landlord shall (subject to subsection (3)) be treated for all purposes as not being due from the tenant to the landlord at any time before the landlord does comply with that subsection.*

*(3).....*

17. The tribunal finds the demands for payment of service charges (including insurance) during the period 2017 to 2022 either included a c/o address for the respondents variously named as the landlord and/or failed to provide an address for the service of notices thereby rendering them invalid. Where the name of the freeholder/landlord was correctly given, a c/o address was provided, but no address at which notices could be served was provided.
18. Where the freeholder/landlord is an individual, it is necessary to provide the residential address or the place where they carry on business and it is not sufficient to simply provide the freeholder’s managing agent address. As the lease(s) make no provision for the payment of a service charge to a management company there is a statutory requirement to give a s.47 notice.

19. Arguably a s.48 notice is only required to be given once. However, the respondents were unable to identify any demand where an address for the service of notices was given.
20. Consequently, the tribunal finds the payments demanded during the period 2016 to 2022 were not validly demanded and therefore not payable by the applicants.
21. Further, the tribunal finds the respondents failed to explain or provide any or any adequate evidence as to how Cedar Development Company Ltd ('the Company') was legally entitled to act as or on behalf of the freeholder, at any time during the period 2016 to 2022, enter into contracts for management of the building, insurance or major or other works in order to fulfil the respondent freeholder's obligations under the lease(s).
22. The tribunal finds the respondents and their management agent treated the legal identity of the freeholder/landlord as interchangeable with the Company, although it had no legal obligation to provide services or right to demand payment. This is indicated by the management agreement entered into by the Company with Crickmay Asset Management LLP dated 14/12/2014 (and its successors) for the management of Crescent House (including the commercial units); the placement of insurance in the name of the Company and the majority of the demands for payment of service charges. Consequently, where costs have not been incurred by or on behalf of the freeholders/landlord, the applicants are not required under the lease to contribute to them.
23. However, the tribunal finds the section 20 consultation notices for the 2021 major works (door entry system), were correctly specified to be on behalf of the freehold landlords Mrs M Williams and Mrs T Hart, unlike the 2016 notices where the specification of works was provided by the Company.
24. The tribunal finds the works carried out as part of the annual service charges, were carried out under the provisions of the lease, including clause 4 and the Third Schedule. The tribunal also finds that paragraph 6 of the Third Schedule which provides for payment by the lessees of, *All other expenses (if any) reasonably incurred by the Landlord in and about the maintenance and proper and convenient management and running of the building* is sufficiently wide to include the obtaining of the health and safety and other reports and items of annual service the applicants have sought to challenge.
25. The tribunal finds on the balance of probabilities that, from the evidence provided by the relevant invoices for works relied upon by the parties, the standard and cost of the major works both in 2016 (external decorations) and 2021 (door entry system) and the annual services, (except for the costs associated with the guttering/downpipes and management

agent's fee), for the years 2016 to 2022, were carried out to a reasonable standard and cost.

26. However, in the absence of any or any persuasive evidence as to the how the Company legally incurred costs on behalf of the freeholders/landlords, the tribunal finds the cost of the major works was incurred by the Company and not by the freeholders/landlords and are therefore not recoverable from the applicants. Although the respondents stated that all but one of the charges demanded had been paid, no argument as to 'estoppel' was raised by either party and therefore the tribunal made no decision on this issue.
27. Similarly, the tribunal finds the annual service charges have been carried out/provided pursuant to a contract made between the Company and the managing agent and are not costs incurred by the freeholder/landlord and therefore are not payable by the applicants.
28. The respondents asserted the lessees are obliged under clause 3(2) of the lease to contribute and pay one sixth of the costs outgoings and expenses referred to in the Third Schedule. The tribunal finds the Third Schedule of the lease refers to the costs incurred in respect of the Building (which definition does not include the ground floor premises).
29. The tribunal finds the apportionment on 1/6 of the expenses incurred under the Third Schedule is in accordance with the applicants' lease(s) and the tribunal has no jurisdiction to vary this figure. However, the tribunal accepts the respondents' assertions that where works have been carried out that impact upon or benefit the ground floor commercial properties, these units have been required to contribute a proportionate cost.
30. In summary therefore, the tribunal finds:
  - (i) The demands for payment are invalid as they variously do not correctly identify the freeholder/landlord or provide an address for the landlord or the address for service or notices.
  - (ii) Costs, (including insurance, major works and annual service charges) have been incurred by the Company through its agreement with its managing agent and therefore are not costs incurred by the freeholder/landlord (except where the party insured is named as the freeholder in the insurance schedule).
  - (iii) The respondent has failed to provide evidence as to why/how the Company was authorised to act on behalf of the freeholder/landlord, although the company has held itself out as either having incurred the sums demanded of the applicants or as the freeholder/landlord.
  - (iv) The cost and standard of the major works and annual service charges (except for the managing agents fee and insurance premiums) are reasonable in standard and amount.



(v)The lease requires there to be a 1/6 division of the costs incurred under the Third Schedule for the costs incurred in respect of six flats that comprise the Building known as Crescent House and therefore this provision controls the proportions payable by the applicants, except where the commercial units are required under the terms of their leases to contribute to certain costs.

(vi)The insurance premiums are unreasonable in so far as they include sums pertinent only to the commercial units to which the applicants are also required to contribute.

(vii)The managing agent's fee have not been incurred by the freeholder/landlord and are not payable by the applicants. In any event the tribunal finds the management of the Building to have been wholly inadequate and unreasonable.

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

31. The applicants also made an application for a refund of the fees that he had paid in respect of the application/hearing<sup>1</sup>. Having made the decisions above, the tribunal orders the respondents to refund any fees paid by the Applicant within 28 days of the date of this decision.

32. In the application form the applicants applied for an order under section 20C of the 1985 Act. 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 any of its costs incurred in connection with the proceedings before the tribunal through the service charge.

**Name:** Judge Tagliavini

**Date:** 5 January 2024

### **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.

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

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).

## Appendix I

**DISPUTED SERVICE CHARGES S/C YEAR ENDED 25/3/2016 – 24/3/2017 (Insurance)**

Case Reference: <b>LON/00AF/LSC/2023/00 36</b>	<b>Premises: Flats 1 to 4, Crescent House, Crescent Way, Orpington, Kent. R6 9LR</b>
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Item	Invoice(s) page number(s) in bundle	Cost Claimed	Amount Tenants Willing to Pay	Tenant's Comments *	Landlord's Comments *	Leave Blank (for the tribunal)
Insurance for the Period		£1,347.14 (4x£336.78)	£0.00	<p>*1) Not incurred by a party to the lease. *2) No competitive pricing comparisons, no information around it (i.e. business interruption amount / commercial leaseholders rent i.e. paying too much for unneeded cover), doesn't appear consistent with 50/50 split between commercial and residential leaseholders, no provision of Fire, Health and Safety reports to confirm issues have been addressed to ensure insurance isn't void/appropriate for our needs. *3) Not correctly demanded with Section 21B – Services Charges, no totals, no breakdowns, no apportioning (floor area percentage to 2 decimal places with all flats paying equal doesn't appear correct when they are different sizes), doesn't have Landlords service address. We challenge the reliability of the Respondents documents provided to the Tribunal 15/2/2023. They have different managing agent company, letterhead/company logo, website address, email address, "please make payments to," "bank account number" and "acting as agents for" details, then those served upon the residential leaseholders. No legally required company number listed on invoice. Flat 1's name and address vary between those invalidly served and</p>	<p>Incurred on behalf of freeholder by agent, chargeable under paragraph 5 of Third schedule of lease. Cover provided via block policy that is tested in market on regular basis Apportionment is more advantageous to residential leaseholders than stipulated by lease. Paid by all leaseholders in response to demands. Failure to include Section 21B notices only suspensory Freeholder's address confirmed.</p>	<p><b>Premium not payable by applicants.</b></p> <p><b>Insurance in the name of Cedar Properties Ltd and not placed in the name of the freeholders SE Hart &amp; MM Williams as required by the lease(s)</b></p> <p><b>Further, the premiums are excessive in that they included items pertinent only to the commercial premises to which the applicants should not reasonably be required to contribute.</b></p>

				those provided to the Tribunal.		
Insurance Administration Fee		£48.00 (4x£12.00)	£0.00	*1) Is not chargeable under the terms of the lease. Not incurred by a party to the lease *2) Is covered under Managing Agent agreement as a service provided *3) Not correctly demanded. Wasn't served with Section 21B - Administration Charges Not provided with totals and shown breakdowns	Incurred on behalf of freeholder by agent, chargeable under paragraph 5 of Third schedule of lease. Not covered under agreement. Paid by all leaseholders. Failure to include Section 21B notices only suspensory	<b>Not reasonable or payable under the terms of the lease.</b>

1. Chargeable under lease?
2. Reasonable in amount/ standard?
3. Correctly demanded?

**DISPUTED SERVICE CHARGES S/C YEAR ENDED 25/3/2017 – 24/3/2018 (Insurance)**

Case Reference: <b>LON/00AF/LSC/2023/0036</b>	Premises: <b>Flats 1 to 4, Crescent House, Crescent Way, Orpington, Kent. R6 9LR</b>
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Item	Invoice(s) page number(s) in bundle	Cost Claimed	Amount Tenants Willing to Pay	Tenant's Comments *	Landlord's Comments *	Leave Blank (for the tribunal)
Insurance for the Period		£1,457.20 (4x£364.30)	£0.00	*1) Not incurred by a party to the lease. Entity issuing invoice is unknown to leaseholders. *2) No competitive pricing comparisons, no information around it (i.e. business interruption amount / commercial leaseholders rent i.e. paying too much for unneeded cover), doesn't appear consistent with 50/50 split between commercial and residential leaseholders, no provision of Fire, Health and Safety reports to confirm issues have been addressed to ensure insurance isn't void/appropriate for our needs. *3) Not correctly demanded with Section 21B – Services Charges, no totals, no breakdowns,	Incurred on behalf of freeholder by agent, chargeable under paragraph 5 of Third schedule of lease. Cover provided via block policy that is tested in market on regular basis Apportionment is more advantageous to residential leaseholders than stipulated by lease. Paid by all leaseholders in response to demands. Failure to include Section 21B notices only suspensory Freeholder's address confirmed.	<b>Premiums not payable by the applicants.</b>  <b>Insurance placed in the name of Cedar Properties Ltd and not in the name of freeholder/landlord.</b>

				no apportioning (floor area percentage to 2 decimal places with all flats paying equal doesn't appear correct when they are different sizes), doesn't have Landlords service address. We challenge the reliability of the Respondents documents provided to the Tribunal 15/2/2023. They have different managing agent company, letterhead/company logo, website address, email address, "please make payments to" details, then those served upon the residential leaseholders. No legally required company number listed on invoice. Flat 1's & 2's name and address vary between those invalidly served and those provided to the Tribunal.		
Insurance Administration Fee		£48.00 (4x£12.00)	£0.00	*1) Is not chargeable under the terms of the lease. Not incurred by a party to the lease *2) Is covered under Managing Agent agreement as a service provided *3) Not correctly demanded. Wasn't served with Section 21B – Administration Charges Not provided with totals and shown breakdowns	Incurred on behalf of freeholder by agent, chargeable under paragraph 5 of Third schedule of lease. Not covered under agreement. Paid by all leaseholders. Failure to include Section 21B notices only suspensory	<b>Not reasonable or payable by the applicants.</b>  <b>Placement of insurance is included in the management agreement between the respondents and the managing agent for which a charge is passed onto the applicants and therefore the 'administration fee' represents a 'double recovery' of the same cost.</b>

1. Chargeable under lease?
2. Reasonable in amount/ standard?
3. Correctly demanded?

**DISPUTED SERVICE CHARGES S/C YEAR ENDED 25/3/2018 – 24/3/2019 (Insurance)**

Case Reference: <b>LON/00AF/LSC/2023/0036</b>	Premises: <b>Flats 1 to 4, Crescent House, Crescent Way, Orpington, Kent. R6 9LR</b>
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Item	Invoice(s) page number(s) in bundle	Cost Claimed	Amount Tenants Willing to Pay	Tenant's Comments *	Landlord's Comments *	Leave Blank (for the tribunal)

Insurance for the Period		£1,456.76 (4x£364.19)	£0.00	<p>*1) Not incurred by a party to the lease. Entity issuing invoice is unknown to leaseholders.</p> <p>*2) No competitive pricing comparisons, no information around it (i.e. business interruption amount / commercial leaseholders rent i.e. paying too much for unneeded cover), doesn't appear consistent with 50/50 split between commercial and residential leaseholders, no provision of Fire, Health and Safety reports to confirm issues have been addressed to ensure insurance isn't void/appropriate for our needs.</p> <p>*3) Not correctly demanded with Section 21B – Services Charges, no totals, no breakdowns, no apportioning (floor area percentage to 2 decimal places with all flats paying equal doesn't appear correct when they are different sizes), doesn't have Landlords service address. We challenge the reliability of the Respondents documents provided to the Tribunal 15/2/2023. They have different managing agent company, letterhead/company logo, website address, “please make payments to” details, then those served upon the residential leaseholders. No legally required company number listed on invoice. Flat 1's name and address vary between those invalidly served and those provided to the Tribunal.</p>	<p>Incurred on behalf of freeholder by agent, chargeable under paragraph 5 of Third schedule of lease.</p> <p>Cover provided via block policy that is tested in market on regular basis Apportionment is more advantageous to residential leaseholders than stipulated by lease.</p> <p>Paid by all leaseholders in response to demands. Failure to include Section 21B notices only suspensory Freeholder's address confirmed.</p>	<p><b>Premiums not payable by applicants.</b></p> <p><b>Insurance placed in name of Cedar Properties Ltd and not in name of freeholders/landlords.</b></p>
Insurance Administration Fee		£48.00 (4x£12.00)	£0.00	*1) Is not chargeable under the terms of the lease. Not incurred by a party to the lease	Incurred on behalf of freeholder by agent, chargeable under	<b>Not reasonable or payable under the terms of the lease.</b>

				*2) Is covered under Managing Agent agreement as a service provided *3) Not correctly demanded. Wasn't served with Section 21B – Administration Charges Not provided with totals and shown breakdowns	paragraph 5 of Third schedule of lease. Not covered under agreement. Paid by all leaseholders. Failure to include Section 21B notices only suspensory	
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1. Chargeable under lease?
2. Reasonable in amount/ standard?
3. Correctly demanded?

**DISPUTED SERVICE CHARGES S/C YEAR ENDED 25/3/2019 – 24/3/2020 (Insurance)**

Case Reference: <b>LON/ooAF/LSC/2023/0036</b>	<b>Premises: Flats 1 to 4, Crescent House, Crescent Way, Orpington, Kent. R6 9LR</b>
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Item	Invoice(s) page number(s) in bundle	Cost Claimed	Amount Tenants Willing to Pay	Tenant's Comments *	Landlord's Comments *	Leave Blank (for the tribunal)
Insurance for the Period		£1,519.44 (4x£379.86)	£0.00	*1) Not incurred by a party to the lease. Entity issuing invoice is unknown to leaseholders. *2) No competitive pricing comparisons, no information around it (i.e. business interruption amount / commercial leaseholders rent i.e. paying too much for unneeded cover), doesn't appear consistent with 50/50 split between commercial and residential leaseholders, no provision of Fire, Health and Safety reports to confirm issues have been addressed to ensure insurance isn't void/appropriate for our needs. *3) Not correctly demanded with Section 21B – Services Charges, no totals, no breakdowns, no apportioning (floor	Incurred on behalf of freeholder by agent, chargeable under paragraph 5 of Third schedule of lease. Cover provided via block policy that is tested in market on regular basis Apportionment is more advantageous to residential leaseholders than stipulated by lease. Paid by all leaseholders in response to demands. Failure to include Section 21B notices only suspensory Freeholder's address confirmed.	<b>Premiums not payable by the applicants.</b>  <b>Insurance placed in the name of Cedar Properties Ltd and not in the name of freeholder/landlord</b>

				area percentage to 2 decimal places with all flats paying equal doesn't appear correct when they are different sizes), doesn't have Landlords service address. We challenge the reliability of the Respondents documents provided to the Tribunal 15/2/2023. They have different managing agent company, letterhead/company logo, website address, "please make payments to" details, then those served upon the residential leaseholders. No legally required company number listed on invoice		
Insurance Administration Fee		£48.00 (4x£12.00)	£0.00	*1) Is not chargeable under the terms of the lease. Not incurred by a party to the lease *2) Is covered under Managing Agent agreement as a service provided *3) Not correctly demanded. Wasn't served with Section 21B – Administration Charges Not provided with totals and shown breakdowns	Incurred on behalf of freeholder by agent, chargeable under paragraph 5 of Third schedule of lease. Not covered under agreement. Paid by all leaseholders. Failure to include Section 21B notices only suspensory	<b><i>Not reasonable and not payable under the terms of the lease.</i></b>

1. Chargeable under lease?
2. Reasonable in amount/ standard?
3. Correctly demanded?

**DISPUTED SERVICE CHARGES S/C YEAR ENDED 25/3/2020 – 24/3/2021 (Insurance)**

Case Reference: <b>LON/00AF/LSC/2023/0036</b>	<b>Premises:</b> <b>Flats 1 to 4, Crescent House, Crescent Way, Orpington, Kent. R6 9LR</b>
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Item	Invoice(s) page number(s) in bundle	Cost Claimed	Amount Tenants Willing to Pay	Tenant's Comments *	Landlord's Comments *	Leave Blank (for the tribunal)
Insurance for the Period		£1,666.12 (4x£416.53)	£0.00	<p>*1) Not incurred by a party to the lease. Entity issuing invoice is unknown to leaseholders.</p> <p>*2) No competitive pricing comparisons, no information around it (i.e. business interruption amount / commercial leaseholders rent i.e. paying too much for unneeded cover), doesn't appear consistent with 50/50 split between commercial and residential leaseholders, no provision of Fire, Health and Safety reports to confirm issues have been addressed to ensure insurance isn't void/appropriate for our needs.</p> <p>*3) Not correctly demanded with Section 21B – Services Charges, no totals, no breakdowns, no apportioning (floor area percentage to 2 decimal places with all flats paying equal doesn't appear correct when they are different sizes), doesn't have Landlords service address. We challenge the reliability of the Respondents documents provided to the Tribunal 15/2/2023. They have different managing agent company, letterhead/company logo, website address, "please make payments to" details, then those served upon the residential leaseholders. No legally required company number listed on invoice</p>	<p>Incurred on behalf of freeholder by agent, chargeable under paragraph 5 of Third schedule of lease.</p> <p>Cover provided via block policy that is tested in market on regular basis</p> <p>Apportionment is more advantageous to residential leaseholders than stipulated by lease.</p> <p>Paid by all leaseholders in response to demands.</p> <p>Failure to include Section 21B notices only suspensory Freeholder's address confirmed.</p>	<p><b><i>Insurance placed in the name of Michelle Williams and Tracy Hart.</i></b></p> <p><b><i>Invalidly demanded and unreasonable in amount as includes cover pertinent only to the commercial units.</i></b></p>
Insurance Administration Fee		£36.00 (3x£12.00)	£0.00	<p>*1) Is not chargeable under the terms of the lease. Not incurred by a party to the lease</p> <p>*2) Is covered under Managing Agent</p>	<p>Incurred on behalf of freeholder by agent, chargeable under paragraph 5 of</p>	<p><b><i>No provision in the lease and unreasonable in amount and not incurred by or on behalf of the</i></b></p>

				agreement as a service provided *3) Not correctly demanded. Wasn't served with Section 21B – Administration Charges Not provided with totals and shown breakdowns	Third schedule of lease. Not covered under agreement. Paid by all leaseholders. Failure to include Section 21B notices only suspensory	<b>freeholder/landlord and already included as part of management fee in management agreement.</b>
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1. Chargeable under lease?
2. Reasonable in amount/ standard?
3. Correctly demanded?

See "Witness Statement Mr Elder – 9/8/2023 - 1. Invalid Insurance Demands" for specific details.

**DISPUTED SERVICE CHARGES S/C YEAR ENDED 25/3/2021 – 24/3/2022 (Insurance)**

Case Reference: <b>LON/00AF/LSC/2023/0036</b>	<b>Premises:</b> <b>Flats 1 to 4, Crescent House, Crescent Way, Orpington, Kent. R6 9LR</b>
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Item	Invoice(s) page number(s) in bundle	Cost Claimed	Amount Tenants Willing to Pay	Tenant's Comments *	Landlord's Comments *	Leave Blank (for the tribunal)
Insurance for the Period		£1,681.88 (4x£420.47)	£0.00	*1) Not incurred by a party to the lease. Entity issuing invoice is unknown to leaseholders. *2) No competitive pricing comparisons, no information around it (i.e. business interruption amount / commercial leaseholders rent i.e. paying too much for unneeded cover), doesn't appear consistent with 50/50 split between commercial and residential leaseholders, no provision of Fire, Health and Safety reports to confirm issues have been addressed to ensure insurance isn't void/appropriate for our needs. *3) Not correctly demanded with Section 21B – Services Charges, no totals, no breakdowns, no apportioning (floor area percentage to 2 decimal places with all	Incurred on behalf of freeholder by agent, chargeable under paragraph 5 of Third schedule of lease. Cover provided via block policy that is tested in market on regular basis Apportionment is more advantageous to residential leaseholders than stipulated by lease. Paid by all leaseholders in response to demands. Failure to include Section 21B notices only suspensory Freeholder's address confirmed.	<b>Insurance placed in names of Michelle Williams and Tracy Hart</b>  <b>Invalidly demanded and unreasonable in amount as includes cover pertinent only to the commercial units.</b>

				flats paying equal doesn't appear correct when they are different sizes), doesn't have Landlords service address. We challenge the reliability of the Respondents documents provided to the Tribunal 15/2/2023. They have different managing agent company, letterhead/company logo, website address, "please make payments to" details, then those served upon the residential leaseholders. No legally required company number listed on invoice		
Insurance Administration Fee		£48.00 (4x£12.00)	£0.00	*1) Is not chargeable under the terms of the lease. Not incurred by a party to the lease *2) Is covered under Managing Agent agreement as a service provided *3) Not correctly demanded. Wasn't served with Section 21B – Administration Charges Not provided with totals and shown breakdowns	Incurred on behalf of freeholder by agent, chargeable under paragraph 5 of Third schedule of lease. Not covered under agreement. Paid by all leaseholders. Failure to include Section 21B notices only suspensory	<b>Not reasonable or payable under the terms of the lease</b>

1. Chargeable under lease?
2. Reasonable in amount/ standard?
3. Correctly demanded?

**DISPUTED SERVICE CHARGES S/C YEAR ENDED 25/3/2022 – 24/3/2023 (Insurance)**

Case Reference: <b>LON/00AF/LSC/2023/0036</b>	<b>Premises:</b> <b>Flats 1 to 4, Crescent House, Crescent Way, Orpington, Kent. R6 9LR</b>
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Item	Invoice(s) page number(s) in bundle	Cost Claimed	Amount Tenants Willing to Pay	Tenant's Comments *	Landlord's Comments *	Leave Blank (for the tribunal)
Insurance for the Period		£2,015.04 (4x£503.76)	£0.00	*1) Not incurred by a party to the lease. Entity issuing invoice is unknown to leaseholders. *2) No competitive pricing comparisons, no information around it (i.e. business	Incurred on behalf of freeholder by agent, chargeable under paragraph 5 of Third schedule of lease. Cover provided via block policy	<b>Premium not payable by applicants. Insurance placed in the name of Cedar Properties Ltd and not in the name of the freeholder/landlord.</b>

				<p>interruption amount / commercial leaseholders rent i.e. paying too much for (unnecessary cover), doesn't appear consistent with 50/50 split between commercial and residential leaseholders, no provision of Fire, Health and Safety reports to confirm issues have been addressed to ensure insurance isn't void/appropriate for our needs.</p> <p>*3) Not correctly demanded with Section 21B – Services Charges, no totals, no breakdowns, no apportioning (floor area percentage to 2 decimal places with all flats paying equal doesn't appear correct when they are different sizes), doesn't have Landlords service address. We challenge the reliability of the Respondents documents provided to the Tribunal 15/2/2023. They have different managing agent company, letterhead/company logo, website address, "please make payments to" details, then those served upon the residential leaseholders. No legally required company number listed on invoice</p>	<p>that is tested in market on regular basis</p> <p>Apportionment is more advantageous to residential leaseholders than stipulated by lease.</p> <p>Paid by all leaseholders in response to demands.</p> <p>Failure to include Section 21B notices only suspensory</p> <p>Freeholder's address confirmed.</p>	
Insurance Administration Fee		£48.00 (4x£12.00)	£0.00	<p>*1) Is not chargeable under the terms of the lease. Not incurred by a party to the lease</p> <p>*2) Is covered under Managing Agent agreement as a service provided</p> <p>*3) Not correctly demanded. Wasn't served with Section 21B – Administration Charges</p> <p>Not provided with totals and shown breakdowns</p>	<p>Incurred on behalf of freeholder by agent, chargeable under paragraph 5 of Third schedule of lease. Not covered under agreement. Paid by all leaseholders.</p> <p>Failure to include Section 21B notices only suspensory</p>	<p><b>Not reasonable or payable by the applicants under the terms of the lease.</b></p>

1. Chargeable under lease?
2. Reasonable in amount/ standard?
3. Correctly demanded?

**DISPUTED SERVICE CHARGES S/C YEAR ENDED 2016 Major Works – 28/11/2016**

Case Reference: <b>LON/00AF/LSC/2023/0036</b>	Premises: <b>Flats 1 to 4</b>
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**Crescent House,  
Crescent Way,  
Orpington, Kent.  
R6 9LR**

Item	Invoice(s) page number(s) in bundle	Cost Claimed	Amount Tenants Willing to Pay	Tenant's Comments *	Landlord's Comments *	Leave Blank (for the tribunal)
Major Works 2016		£51,027.20 Total Works  Amount claimed: £17,009.08 (4x£4,252.27)	£0.00	<p>*1) Not incurred by a party to the lease. Entity issuing invoice is unknown to leaseholders. At the time this was bought to the Landlords attention, they ignored and choose to pursue with a debt collector before works had been completed, with issues &amp; snagging still outstanding.</p> <p>*2) No. Unknown as to what work was performed (and its standard) as the work wasn't correctly project managed by the managing agents own admission and we've seen no evidence of it being managed by an appropriate Quantity Surveyor or equivalent (even though it has been charged for). Maintenance issues in subsequent years and the managing agents handling of them tend to indicate works weren't done and the managing agent knows this. We have never seen any evidence of the work being performed, no work in progress and milestone photos that is common practice for works of a value of £51,027.20. Never had any clarity or evidence around additional works that were requested by the Landlord at leaseholder's expense.</p> <p>*3) No. Building work invoices are not in the name of the Landlord or a party to the lease so the Landlord hasn't incurred any expense and not chargeable to residential leaseholders under terms of the</p>	<p>Total Cost of work £51,027.20 Incurred on behalf of freeholder by agent, chargeable under paragraph 2. of Third schedule of lease. Section 20 Consultation completed, nominated contractor appointed, extensive communication with leaseholders during work.</p> <p>Works were properly managed. Sums correctly demanded.</p> <p>Applicants have failed to understand previous applications to Tribunal.</p>	<p><b>Sums not incurred by freeholder/landlord, invalidly demanded and not payable by the applicants.</b></p> <p><b>Section 20 consultation carried out in the name of Cedar Development Ltd and not the freeholder. Works carried out at a reasonable cost and standard.</b></p>

			<p>lease. When irregularities were pointed out at the time to the Landlord, they were ignored and Flat 3 was illegally referred to a debt collector for a debt that didn't exist. This was to bully compliance and have a chilling effect for future, legitimate dissent in relation to service charges. No Section 21B – Summary of Tenant's Rights and Obligations - Service Charges and/or Administration Charges were ever served. A copy of one was later emailed to Flat 3 but didn't 'accompany' the demand (so not valid service on either point). This shows, along with prior Tribunal appearances by Mr. MJ Staples, they are aware Section 21B needs to be served but choose not to serve, let alone serve correctly, to deny leaseholders basic information about their rights and obligations required by statute. We challenge the reliability of the Respondents documents provided to the Tribunal 15/2/2023. They have different managing agent company, letterhead/company logo, website address, email address, "please make payments to," and "acting as agents for" details, then those served upon the residential leaseholders. No legally required company number listed on invoice. Flat 1's &amp; 2's name and address vary between those invalidly served and those provided to the Tribunal. Doesn't have Landlords service address. The additional works invoice requested by the Landlord wasn't created until 17/5/2023, same day as submission to the Tribunal. Clearly there wasn't an invoice to even enforce tile its creation 6 years later (this is only an</p>	
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				'estimate' and not an 'invoice' as the others are by Keith McBride).		
Invalid Debt Collector Fee		£185.13	£0.00	<p>*1) Not incurred by a party to the lease. Entity issuing invoice is unknown to leaseholders.</p> <p>*2) Wasn't reasonable given the facts of the situation and numerous administrative errors i.e. inclusion of ground rent which had been set to a peppercorn several years early. As per FCA guidelines, matter should have been referred back to managing agent and restarted (was not a reasonable / valid charge).</p> <p>*3) Not correctly demanded. Wasn't served with Section 21B – Administration Charges. The additional works invoice requested by the Landlord wasn't created until 17/5/2023, same day as submission to the Tribunal. Clearly there wasn't an invoice to even enforce til its creation 6 years later (this is only an 'estimate' and not an 'invoice' as the others are by Keith McBride).</p>	Leaseholder of Flat 3 given ample time to pay and offered a payment plan to assist.	<p><b>Amount not reasonable or payable by applicant.</b></p> <p><i>No provision in lease for recovery of such sum.</i></p> <p><b><i>Demanded by the property Debt Collection Ltd on behalf of cedar developments company Limited who is neither the freeholder nor landlord of the Flat 3.</i></b></p>

1. Chargeable under lease?
2. Reasonable in amount/ standard?
3. Correctly demanded?

**DISPUTED SERVICE CHARGES S/C YEAR ENDED Service Charge Year Ending 30/6/2016**

Case Reference: <b>LON/ooAF/LSC/2023/0036</b>	Premises: <b>Flats 1 to 4, Crescent House, Crescent Way, Orpington, Kent. R6 9LR</b>
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Item	Invoice(s) page number(s) in bundle	Cost Claimed	Amount Tenants Willing to Pay	Tenant's Comments *	Landlord's Comments *	Leave Blank (for the tribunal)
For All Items				*1) Not incurred by a party to the lease. Entity issuing invoice is unknown to	All items incurred on behalf of freeholder by agent, chargeable	<b>All service charge demand are invalid as they do not</b>

			<p>leaseholders. No invoices provided for any items.</p> <p>*2) Landlord and Landlord's staff servants functions have not been 'carried out with proper skill and care' as required under terms of the lease - see Flat 3 lease (5)(d)(iii)</p> <p>*3) Not correctly demanded with Section 21B – Summary of Tenant's Rights and Obligations - Service Charges and/or Administration Charges were ever served. A copy of one was later emailed to Flat 3 but didn't 'accompany' the demand (so not valid service on either point). This shows, along with prior Tribunal appearances by Mr. MJ Staples, they are aware Section 21B needs to be served but choose not to serve, let alone serve correctly, to deny leaseholders basic information about their rights and obligations required by statute. Some totals missing. We challenge the reliability of the Respondents documents provided to the Tribunal 15/2/2023. They have different Landlord, different managing agent company, letterhead/company logo, website address, email address, "please make payments to," and "acting as agents for" details, then those served upon the residential leaseholders. No legally required company number listed on invoice. Flat 1's &amp; 2's name and address vary between those invalidly served and those provided to the Tribunal. Schedule of Expenses also has "(8.33% PER FLAT)," "(12.5% OF TOTAL)" and "(37.5% OF TOTAL)" that wasn't on originally served documents.</p> <p>Doesn't have Landlords service address.</p> <p>When irregularities were pointed out at the time to the Landlord, they were ignored and Flat 3 was illegally referred to a debt collector for a debt that didn't exist. This was to bully compliance and have a chilling effect for future, legitimate dissent in relation to service charges. SRC documentation was never served as it is signed on 10.03.2023</p>	<p>under Third schedule of lease.</p> <p>Paid by all leaseholders in response to demands.</p> <p>Failure to include Section 21B notices only suspensory</p> <p>Freeholder's address confirmed.</p> <p>Applicants have failed to understand previous applications to Tribunal.</p>	<p><b>comply with ss 47/48 of the Landlord and Tenant Act 1987.</b></p> <p><i>All services provided by the managing agent acting on behalf of the Company and therefore were not incurred by the freeholder/landlord.</i></p>
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Health & Safety Report		£120.00	£0.00	*1) No. Fire, Health and Safety reports never used in connection with the building. *2) No. Fire, Health and Safety report never used in the manner it was commission and an unreasonable expense. Never provided to residents	Required under The Regulatory Reform (Fire Safety) Order 2005. No evidence to demonstrate cost was unreasonable. 50% of cost charged to residential leaseholders.	
Management Fee		£600.00	£0.00	*1) Managing agent's functions have not been 'carried out with proper skill and care' required by the lease, so not chargeable under terms of the lease. *2) No evidence of inspections, complying with Fire, Health and Safety reports or work performed to justify managing agents fee. Residential Leaseholders being charged 100% of managing agents fee and should only be 50% as shared with commercial leaseholders in a 50/50 split.	Incurred on behalf of freeholder by agent, chargeable under paragraph 6 of Third schedule of lease. No Evidence that cost was unreasonable.	<b>Not payable by the applicants.</b>  <i>The subject Building has been managed by the same managing agent since 2014. Despite this, no notification was given to the applicants when the identity of the freeholder/landlord changed; insurance consistently incorrectly placed in the name of Cedar Developments Property Ltd and demands for payment made in the name of this Company, despite having no legal liability to recover such sums.</i>  <i>Further, the management agreement relied upon by the respondents to substantiate the payment of a management fee is made between Crickmay Asset Management LLP and Cedar Developments Company Lt who have no legal interest in the Building and cannot be relied upon in the absence of any explanation as to how, if at all, the Company is entitled to act on behalf of the freeholders at any time during the period 2016 to 2022.</i>  <i>Service provided by managing agent extremely poor over many years and therefore unreasonable in amount, although is recoverable under the terms of the lease (if reasonable in amount for the service provided).</i>
Electrical Repair		£373.00	£0.00	*2) No evidence of work done to a reasonable standard.	Routine work carried out by qualified electrician no evidence that cost was unreasonable or work substandard.	<b>Amount reasonable and payable by applicants subject to the cost having been incurred by the freeholder/landlord and validly demanded.</b>

						<i>No evidence work has not been completed to a reasonable standard.</i>
Electricity		£83.74	£0.00		Leaseholders obliged to contribute to electricity under paragraphs 3 of Third Schedule.	
Energy Consultants		£48.00	£0.00	*1) Energy consultants a business expense of the managing agent, covered under managing as a provided service. *2) Cost to organise electricity is 57% of the total electricity cost – not reasonable. *3) This is an administration fee for arranging electricity and requires Section 21B – Administration Charges to be issued and never was.	Not a business expense.	
		Total £1,224.74 Divide by 6 = £204.12				

1. Chargeable under lease?
2. Reasonable in amount/ standard?
3. Correctly demanded?

**DISPUTED SERVICE CHARGES S/C YEAR ENDED Service Charge Year Ending 30/6/2017**

Case Reference: <b>LON/00AF/LSC/2023/0036</b>	Premises: <b>Flats 1 to 4, Crescent House, Crescent Way, Orpington, Kent. R6 9LR</b>
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Item	Invoice(s) page number(s) in bundle	Cost Claimed	Amount Tenants Willing to Pay	Tenant's Comments *	Landlord's Comments *	Leave Blank (for the tribunal)
For All Items				*1) Not incurred by a party to the lease. Entity issuing invoice is unknown to leaseholders. *2) Landlord and Landlord's staff servants functions have not been 'carried out with proper skill and care' as required under terms of the lease - see Flat 3 lease (5)(d)(iii) *3) Not correctly demanded with Section 21B – Summary of Tenant's Rights and Obligations - Service Charges and/or Administration Charges were ever served. A copy	All items incurred on behalf of freeholder by agent, chargeable under Third schedule of lease. Paid by all leaseholders in response to demands. Failure to include Section 21B notices only suspensory Freeholder's address confirmed.	<b>Service charges not payable by applicants.</b>  <i>Demands omitted information required by ss 47/48 Landlord and Tenant Act 1987.</i>  <i>All service charges (except insurance and managing agent fees/admin fees have been provided at a reasonable cost and to a reasonable standard. However, these sums are not payable by the</i>

				<p>of one was later emailed to Flat 3 but didn't 'accompany' the demand (so not valid service on either point). This shows, along with prior Tribunal appearances by Mr. MJ Staples, they are aware Section 21B needs to be served but choose not to serve, let alone serve correctly, to deny leaseholders basic information about their rights and obligations required by statute. We challenge the reliability of the Respondents documents provided to the Tribunal 15/2/2023. They have different Landlord, different managing agent company, letterhead/company logo, website address, "please make payments to," and "acting as agents for" details, then those served upon the residential leaseholders. No legally required company number listed on invoice. Flat 1's name and address vary between those invalidly served and those provided to the Tribunal. Doesn't have Landlords service address. SRC documentation was never served as it is signed on 10.03.2023</p>	<p>Applicants have failed to understand previous applications to Tribunal.</p>	<p><i>applicants as the costs have not been incurred by the freeholder/landlord and no valid demand for payment has been made.</i></p>
Door Repair		£96.00	£0.00	<p>*2) Work was not to a reasonable standard as door continued not to work. No evidence of work done to a reasonable standard. Later Section 20 Door then based upon this work having not been performed correctly.</p>	<p>Callout in response to report of entry system not working.</p>	<p><b>See above</b></p>
Waste Removal		£160.00	£0.00		<p>Not clear if this item is being contested.</p>	<p><b>Ditto</b></p>
Management Fee		£600.00	£0.00	<p>*1) Managing agent's functions have not been 'carried out with proper skill and care' required by the lease, so not chargeable under terms of the lease. *2) No evidence of inspections, complying with Fire, Health and Safety reports or work performed to justify managing agents fee. Residential Leaseholders being charged 100% of managing agents fee and should only be 50% as shared with commercial leaseholders in a 50/50 split.</p>	<p>Incurred on behalf of freeholder by agent, chargeable under paragraph 6 of Third schedule of lease. No Evidence that cost was unreasonable.</p>	<p><b>Ditto</b></p>

Light Repair		£272.00	£0.00	*2) Not reasonable to charge £110.00 to go to site to quote. No evidence of ACES carrying out repairs, required 2 visits due to not being in the area and not reasonable.	First visit in response to report from residents of lights not working. Routine work carried out by qualified electrician no evidence that cost was unreasonable or work substandard.	<i>Ditto</i>
Electricity		£80.37	£0.00		Leaseholders obliged to contribute to electricity under paragraphs 3 of Third Schedule.	<i>Ditto</i>
Energy Consultants		£48.00	£0.00	*1) Energy consultants a business expense of the managing agent, covered under managing as a provided service. *2) Cost to organise electricity is 60% of the total electricity cost – not reasonable. *3) This is an administration fee for arranging electricity and requires Section 21B – Administration Charges to be issued and never was.	Not a business expense.	<i>Ditto</i>
		Total £1,256.37 Divide by 6 = £209.40				

1. Chargeable under lease?
2. Reasonable in amount/ standard?
3. Correctly demanded?

**DISPUTED SERVICE CHARGES S/C YEAR ENDED Service Charge Year Ending 30/6/2018**

Case Reference: <b>LON/00AF/LSC/2023/0036</b>	Premises: <b>Flats 1 to 4, Crescent House, Crescent Way, Orpington, Kent. R6 9LR</b>
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Item	Invoice(s) page number(s) in bundle	Cost Claimed	Amount Tenants Willing to Pay	Tenant's Comments *	Landlord's Comments *	Leave Blank (for the tribunal)
For All Items				*1) Not incurred by a party to the lease. Entity issuing invoice is unknown to leaseholders. *2) Landlord and Landlord's staff servants functions have not been	All items incurred on behalf of freeholder by agent, chargeable under Third schedule of lease.	<b>Service charges not payable by applicants</b>  <i>Demands for payment not</i>

				<p>'carried out with proper skill and care' as required under terms of the lease - see Flat 3 lease (5)(d)(iii)</p> <p>*3) Not correctly demanded with Section 21B – Summary of Tenant's Rights and Obligations - Service Charges and/or Administration Charges were ever served. A copy of one was later emailed to Flat 3 but didn't 'accompany' the demand (so not valid service on either point). This shows, along with prior Tribunal appearances by Mr. MJ Staples, they are aware Section 21B needs to be served but choose not to serve, let alone serve correctly, to deny leaseholders basic information about their rights and obligations required by statute. We challenge the reliability of the Respondents documents provided to the Tribunal 15/2/2023. They have different Landlord, different managing agent company, letterhead/company logo, website address, "please make payments to," and "acting as agents for" details, then those served upon the residential leaseholders. No legally required company number listed on invoice. Flat 1's &amp; 2's name and address vary between those invalidly served and those provided to the Tribunal. Doesn't have Landlords service address. Some items never show the total amount of the invoice and the smaller amount due by the leaseholder as required. SRC documentation was never served as it is signed on 10.03.2023</p>	<p>Paid by all leaseholders in response to demands.</p> <p>Failure to include Section 21B notices only suspensory Freeholder's address confirmed.</p> <p>Applicants have failed to understand previous applications to Tribunal.</p>	<p><i>compliant with ss 47/48 of the Landlord and Tenant Act 1987.</i></p>
Health & Safety Report		£129.60	£0.00	<p>*1) No. Fire, Health and Safety reports never used in connection with the building.</p> <p>*2) No. Fire, Health and Safety report never used in the manner it was commission and an unreasonable expense. Never provided to residents</p>	<p>Required under The Regulatory Reform (Fire Safety) Order 2005. No evidence to demonstrate cost was unreasonable.</p>	<p><b>Ditto</b></p>
Waste Removal & Cleaning		£239.85	£0.00	<p>*2) Not sure what this is for. Schedule lists as "Waste Removal" but Beale Ironmongers in same parade of shops as Crescent House and is a small shop. Wouldn't be</p>	<p>Reimbursed expenditure to one of Applicants for four bins, bin liners and gloves.</p>	<p><b>Ditto</b></p>

				waste removal. Invoice / receipt doesn't make sense.		
Management Fee		£324.00	£0.00	*1) Managing agent's functions have not been 'carried out with proper skill and care' required by the lease, so not chargeable under terms of the lease. *2) No evidence of inspections, complying with Fire, Health and Safety reports or work performed to justify managing agents fee. Residential Leaseholders managing agents fee should only be 50% as shared with commercial leaseholders in a 50/50 split.	Incurred on behalf of freeholder by agent, chargeable under paragraph 6 of Third schedule of lease. No Evidence that cost was unreasonable.	<b>Ditto</b> <i>In any event unreasonable in amount and in standard of service provided for the reasons stated above.</i>
Emergency Plumber		£336.96	£0.00	Drain related?! Section 20 2016 *2) Not reasonable to charge £624.00 for 2 site visits (3 hours) to clean a blockage – poorly managed. With access to roof, is this a result of work that was/poorly performed from 2016 Major Works that weren't done correctly?	Nothing to do with major works and it required two call outs to resolve blockage.	<b>Ditto</b>
Electricity		£131.37	£0.00	*2) Large increase on previous years – numerous line item problems: 21.08.2017 – £13.35 no bill for this and shouldn't be there. 05.03.18 - £21.35 charged twice for this. 24.05.18 - £71.00 Estimate is ~10x normal usage on the estimate (17426). Following bill has estimate (17100). Would imagine there is a refund to the leaseholders that has never been accounted for.	Leaseholders obliged to contribute to electricity under paragraphs 3 of Third Schedule.	<b>Ditto</b>
Energy Consultants		£54.00	£0.00	*1) Energy consultants a business expense of the managing agent, covered under managing as a provided service. *2) Cost to organise electricity is 60% of the total electricity cost – not reasonable. *3) This is an administration fee for arranging electricity and requires Section 21B – Administration Charges to be issued and never was.	Not a business expense.	<b>Ditto</b>
Wate Removal		£80.00	£0.00		Not clear if this item is being contested.	<b>Ditto</b>
		Total £1,295.78 Divide by 6 = £215.96				

1. Chargeable under lease?
2. Reasonable in amount/ standard?

3. Correctly demanded?

**DISPUTED SERVICE CHARGES S/C YEAR ENDED Service Charge Year Ending 30/6/2019**

Case Reference: <b>LON/00AF/LSC/2023/0036</b>	Premises: <b>Flats 1 to 4, Crescent House, Crescent Way, Orpington, Kent. R6 9LR</b>
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Item	Invoice(s) page number(s) in bundle	Cost Claimed	Amount Tenants Willing to Pay	Tenant's Comments *	Landlord's Comments *	Leave Blank (for the tribunal)
For All Items				<p>*1) Not incurred by a party to the lease. Entity issuing invoice is unknown to leaseholders.</p> <p>*2) Landlord and Landlord's staff servants functions have not been 'carried out with proper skill and care' as required under terms of the lease - see Flat 3 lease (5)(d)(iii)</p> <p>*3) Not correctly demanded with Section 21B – Summary of Tenant's Rights and Obligations - Service Charges and/or Administration Charges were ever served. A copy of one was later emailed to Flat 3 but didn't 'accompany' the demand (so not valid service on either point). This shows, along with prior Tribunal appearances by Mr. MJ Staples, they are aware Section 21B needs to be served but choose not to serve, let alone serve correctly, to deny leaseholders basic information about their rights and obligations required by statute.</p> <p>We challenge the reliability of the Respondents documents provided to the Tribunal 15/2/2023. They have different Landlord, different managing agent company, letterhead/company logo, website address, "please make payments to," and "acting as agents for" details, invoices numbers, date/tax point numbers, then those served upon the residential leaseholders.</p>	<p>All items incurred on behalf of freeholder by agent, chargeable under Third schedule of lease.</p> <p>Paid by all leaseholders in response to demands.</p> <p>Failure to include Section 21B notices only suspensory Freeholder's address confirmed. Applicants have failed to understand previous applications to Tribunal.</p>	<p><b>Service charges not payable by applicants.</b></p> <p><b>Demands do not comply with ss 47/48 of the Landlord and Tenant Act 1987.</b></p>

				No legally required company number listed on invoice. Doesn't have Landlords service address. Schedule of Expenses was never issued with Service Charge accounts. SRC documentation was never served as it is signed on 10.03.2023		
Management Fee		£324.00	£0.00	*1) Managing agent's functions have not been 'carried out with proper skill and care' required by the lease, so not chargeable under terms of the lease. *2) No evidence of inspections, complying with Fire, Health and Safety reports or work performed to justify managing agent's fee. Residential Leaseholders managing agents fee should only be 50% as shared with commercial leaseholders in a 50/50 split.	Incurred on behalf of freeholder by agent, chargeable under paragraph 6 of Third schedule of lease. No Evidence that cost was unreasonable.	<b>Ditto</b> <b>In any event, amount not reasonable for the reasons stated above.</b>
Downpipe Repair		£142.56	£0.00	*1) Given 2016 Major works 2 years prior, if that was done correctly, hard to believe it would have needed repairing within 2 years. *2) £220.00 to reconnect a downpipe and fix seems very expensive. No evidence of work being done.	Routine repair. Carried out two years after major works completed.	<b>Ditto</b>
Electricity		£49.30	£0.00		Leaseholders obliged to contribute to electricity under paragraphs 3 of Third Schedule.	<b>Ditto</b>
Energy Consultants		£54.00	£0.00	*1) Energy consultants a business expense of the managing agent, covered under managing as a provided service. *2) Cost to organise electricity is 110% of the total electricity cost – not reasonable. Paying more to organise electricity than electricity costs. *3) This is an administration fee for arranging electricity and requires Section 21B – Administration Charges to be issued and never was.	Not a business expense.	<b>Ditto</b>
		Total £569.86 Divide by 6 = £94.98				

1. Chargeable under lease?
2. Reasonable in amount/ standard?
3. Correctly demanded?



**DISPUTED SERVICE CHARGES S/C YEAR ENDED Service Charge Year Ending 30/6/2020**

Case Reference: <b>LON/00AF/LSC/2023/00 36</b>	Premises: <b>Flats 1 to 4, Crescent House, Crescent Way, Orpingto n, Kent. R6 9LR</b>
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Item	Invoice(s) page number(s) in bundle	Cost Claimed	Amount Tenants Willing to Pay	Tenant's Comments *	Landlord's Comments *	Leave Blank (for the tribunal)
For All Items				<p>*1) Not incurred by a party to the lease. Entity issuing invoice is unknown to leaseholders.</p> <p>*2) Landlord and Landlord's staff servant's functions have not been 'carried out with proper skill and care' as required under terms of the lease - see Flat 3 lease (5)(d)(iii)</p> <p>*3) <b>Only sent via email, not a valid service demand.</b></p> <p>Not correctly demanded with Section 21B – Summary of Tenant's Rights and Obligations - Service Charges and/or Administration Charges were ever served. A copy of one was later emailed to Flat 3 but didn't 'accompany' the demand (so not valid service on either point). This shows, along with prior Tribunal appearances by Mr. MJ Staples, they are aware Section 21B needs to be served but choose not to serve, let alone serve correctly, to deny leaseholders basic information about their rights and obligations required by statute.</p> <p>We challenge the reliability of the Respondents documents provided to the Tribunal 15/2/2023. They have different Landlord, different managing agent company, letterhead/company logo, website address, "please make payments to," and "acting as agents for" details, then those allegedly served upon the residential leaseholders. No legally required company number listed on invoice. Doesn't have Landlords service address.</p>	<p>All items incurred on behalf of freeholder by agent, chargeable under Third schedule of lease. Paid by all leaseholders in response to demands.</p> <p>Failure to include Section 21B notices only suspensory Freeholder's address confirmed.</p> <p>Applicants have failed to understand previous applications to Tribunal.</p>	<p><b>Service charges not payable by the applicants.</b></p> <p><b>Demands not compliant with the requirements of ss 47/48 of the Landlord and Tenant act 1987.</b></p>

				Schedule of Expenses only contained residential leaseholders' breakdown, didn't have commercial leaseholders. SRC documentation was never served as it is signed on 10.03.2023		
Health & Safety Report		£136.08	£0.00	*1) No. Fire, Health and Safety reports never used in connection with the building. *2) No. Fire, Health and Safety report never used in the manner it was commission and an unreasonable expense. Never provided to residents	Required under The Regulatory Reform (Fire Safety) Order 2005. No evidence to demonstrate cost was unreasonable.	<b>Ditto</b>
Management Fee		£324.00	£0.00	*1) Managing agent's functions have not been 'carried out with proper skill and care' required by the lease, so not chargeable under terms of the lease. *2) No evidence of inspections, complying with Fire, Health and Safety reports or work performed to justify managing agent's fee. Residential Leaseholders managing agents fee should only be 50% as shared with commercial leaseholders in a 50/50 split.	Incurred on behalf of freeholder by agent, chargeable under paragraph 6 of Third schedule of lease. No Evidence that cost was unreasonable.	<b>Ditto</b> <b>Not reasonable or payable by the applicants for the reasons stated above.</b>
Snagging Items 54%		259.20	£0.00	*1) if money held back, why charged again? *2) What snagging items does this refer to – no details? Have leaseholders been charged twice as money from 2016 Major works was held back (why were these funds not used)?		<i>Ditto</i>
Replace Electrical Cupboard 54%		£529.20	£0.00	*2) Repairs haven't been evidenced (dates of work, photos of before/after), didn't occur, weren't reasonably incurred, not done to a reasonable standard and no competitive pricing given. In service year ended 30/6/2022, there is another charge from 4/7/2021 from F Potenza for "Gate & Cupboard repairs" for £480.00. This would indicate this years' service charge invoice of £980.00 by Francesco Potenza wasn't done correctly as otherwise one would anticipate repairs being done under a trades 'warranty' or similar, if the work wasn't done correctly or to a reasonable standard in the first instance. The work by Francesco Potenza appears to be nepotism by Mr MJ Staples in another instance when questioned over the work by this trade (see letter 5/3/2022 page 42, 90 & 95). We couldn't be provided with basic information such as when the trade was on site, photos of any of their work	Replacement of electrical cupboard doors and decorating.	<i>Ditto</i>

				and only offered "The decorator who attended has carried our work for me for over twenty four years" as proof disputed work was carried out.		
Electricity		£113.68	£0.00		Leaseholders obliged to contribute to electricity under paragraphs 3 of Third Schedule.	<i>Ditto</i>
Energy Consultants		£54.00	£0.00	*1) Energy consultants a business expense of the managing agent, covered under managing as a provided service. *2) Cost to organise electricity is 48% of the total electricity cost – not reasonable. Paying more to organise electricity than electricity costs. *3) This is an administration fee for arranging electricity and requires Section 21B – Administration Charges to be issued and never was.	Not a business expense.	<i>Ditto</i>
		Total £1,416.16 Divide by 6 = £236.03				

1. Chargeable under lease?
2. Reasonable in amount/ standard?
3. Correctly demanded?

See "Witness Statement Mr Elder – 9/8/2023 - 7. Service Charge: 01/07/2019 – 30/6/2020" for specific details.

#### DISPUTED SERVICE CHARGES S/C YEAR ENDED

**Service Charge Year Ending 30/6/2021**

Case Reference: <b>LON/00AF/LSC/2023/0036</b>	<b>Premises: Flats 1 to 4, Crescent House, Crescent Way, Orpington, Kent. R6 9LR</b>
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Item	Invoice(s) page number(s) in bundle	Cost Claimed	Amount Tenants Willing to Pay	Tenant's Comments *	Landlord's Comments *	Leave Blank (for the tribunal)

For All Items			<p>*1) Not incurred by a party to the lease. Entity issuing invoice is unknown to leaseholders.</p> <p>*2) Landlord and Landlord's staff servants functions have not been 'carried out with proper skill and care' as required under terms of the lease - see Flat 3 lease (5)(d)(iii)</p> <p>*3) Not correctly demanded with Section 21B – Summary of Tenant's Rights and Obligations - Service Charges and/or Administration Charges were ever served. A copy of one was later emailed to Flat 3 but didn't 'accompany' the demand (so not valid service on either point). This shows, along with prior Tribunal appearances by Mr. MJ Staples, they are aware Section 21B needs to be served but choose not to serve, let alone serve correctly, to deny leaseholders basic information about their rights and obligations required by statute. We challenge the reliability of the Respondents documents provided to the Tribunal 15/2/2023. They have different Landlord, different managing agent company, letterhead/company logo, website address, "please make payments to," and "acting as agents for" details, then those allegedly served upon the residential leaseholders. No legally required company number listed on invoice.</p> <p>Credit (£95.83 per residential leaseholder) was given after invalid demand as the £1,250 Snagging was later queried by residential leaseholders: why it wasn't shared across the building? Hence later adjusted and couldn't have been issued originally.</p> <p>Doesn't have Landlords service address. Schedule of Expenses only contained residential leaseholders' breakdown, didn't have</p>	<p>All items incurred on behalf of freeholder by agent, chargeable under Third schedule of lease.</p> <p>Paid by all leaseholders in response to demands.</p> <p>Failure to include Section 21B notices only suspensory Freeholder's address confirmed.</p> <p>Applicants have failed to understand previous applications to Tribunal.</p>	<p><b><i>Service charges not payable by the applicants.</i></b></p> <p><b><i>Demands not compliant with the requirements of ss 47/48 of the Landlord and Tenant act 1987.</i></b></p>
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				commercial leaseholders. SRC documentation was never served as it is signed on 10.03.2023 This year, several residential leaseholders issued "paid under protest" letters. Flat 2 emailed a Payment under Protest letter dated 8/3/2022 to Mr MJ Staples and Lynette Northcott on 8/3/2022 and did not receive a response. Flat 3 emailed a Payment under Protest letter to Mr MJ Staples on 7/3/2022 and did not receive a response (see Appendix CE).		
Management Fee		£405.00	£0.00	*1) Managing agent's functions have not been 'carried out with proper skill and care' required by the lease, so not chargeable under terms of the lease. *2) No evidence of inspections, complying with Fire, Health and Safety reports or work performed to justify managing agents fee. Residential Leaseholders managing agents fee should only be 50% as shared with commercial leaseholders in a 50/50 split.	Incurred on behalf of freeholder by agent, chargeable under paragraph 6 of Third schedule of lease.	<b>Ditto</b>  <i>In any event, not reasonable in amount for the reasons provided above.</i>
Internal Snagging & Painting F Potenza		£1,250	£0.00	*2) No evidence of F Potenza carrying out repairs, not to a good standard or reasonable in amount. No competitive pricing. The work by Francesco Potenza appears to be nepotism by Mr MJ Staples in another instance when questioned over the work by this trade (see letter 5/3/2022 page 42, 90 & 95). We couldn't provide basic information such as when the trade was on site, photos of any of their work and only offered "The decorator who attended has carried our work for me for over twenty four years" as proof disputed work was carried out. *3) Invoiced wrong building/flat, no evidence of work being carried out. If work/ Major Works 2016 had been done properly in prior years that leaseholders had paid	Work carried out to Flat 4 in response to damage caused to the decor by ongoing leaks from chimney stack and penetrating damp.	<b>Ditto</b>

				for, this should have been an insurance claim. The managing agent advising an insurance claim would be "fraudulent" indicates they are very aware work they have billed for and allegedly project managed has never been done. No competitive pricing		
New Cylinder x 20 keys		£327.98	£0.00	*2) Not reasonably incurred as barrel didn't need changing as latch was broken (changing the barrel was never going to deal with the issue – even locksmith at the time admitted as much). Managing agents then claimed when following up with Locksmith it was working when it wasn't. Whole issue was mis-managed by agent.	Lock changed in response to concerns from residents that unauthorised persons were gaining access to communal areas of flats.	<b>Ditto</b>
Chimney Repairs 54%		£459.00	£0.00	*2) No evidence of chimney repairs and grass remained growing out of guttering after allegedly having been cleared.	Application of storm dry cream and gutter clearance on front elevation.	<b>Standard of work and cost unreasonable.</b>
Unblock wastepipes 54%		£81.00	£0.00	*2) No evidence of drain work and multiple call out invoices appear due to mismanagement by the managing agent. When Mr MJ Staples was queried several times over this charge, he just ignored and didn't respond.	Call out in response to report of blocked waste pipe.	<b>Work reasonable in cost and standard but carried out pursuant to an agreement made between the Company and the managing agent and not with the freeholder/landlord.</b>
Unblock wastepipes 54%		£81.00	£0.00	As Above	Call out in response to report of blocked waste pipe.	<b>Ditto</b>
2 x Outside Lights 54%		£76.68	£0.00	*2) Changing light bulbs expense also high: change 2 light bulbs worth ~£6 total and apply some silicon.	Call out to check all lighting in communal area.	<b>Ditto</b>
Electricity		£141.63	£0.00		Leaseholders obliged to contribute to electricity under paragraphs 3 of Third Schedule.	<b>Ditto</b>
Energy Consultants		£54.00	£0.00	*1) No invoice has been provided so no evidence expense incurred and chargeable under terms of the lease. Energy consultants a business expense of the managing agent, covered under managing as a provided service. *2) Cost to organise electricity is 48% of the total electricity cost – not reasonable. Paying more to organise	Not a business expense.	<b>Ditto</b>

				electricity than electricity costs. *3) This is an administration fee for arranging electricity and requires Section 21B – Administration Charges to be issued and never was.		
		Total £2,876.29 Divide by 6 = £479.38 (less £95.83 credit later due to accounting error)				

1. Chargeable under lease?
2. Reasonable in amount/ standard?
3. Correctly demanded?

**DISPUTED SERVICE CHARGES S/C YEAR ENDED Service Charge Year Ending 30/6/2022**

Case Reference: <b>LON/ooAF/LSC/2023/0036</b>	Premises: <b>Flats 1 to 4, Crescent House, Crescent Way, Orpington, Kent. R6 9LR</b>
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Item	Invoice(s) page number(s) in bundle	Cost Claimed	Amount Tenants Willing to Pay	Tenant's Comments *	Landlord's Comments *	Leave Blank (for the tribunal)
For All Items				*1) Not incurred by a party to the lease. Entity issuing invoice is unknown to leaseholders. *2) Landlord and Landlord's staff servants functions have not been 'carried out with proper skill and care' as required under terms of the lease - see Flat 3 lease (5)(d)(iii) *3) Not correctly demanded with Section 21B – Summary of Tenant's Rights and Obligations - Service Charges and/or Administration Charges were ever served. A copy of one was later emailed to Flat 3 but didn't 'accompany' the demand (so not valid service on either point). This shows, along with	All items incurred on behalf of freeholder by agent, chargeable under Third schedule of lease. Paid by all leaseholders in response to demands. Failure to include Section 21B notices only suspensory Freeholder's address confirmed. Applicants have failed to understand previous applications to Tribunal.	<b>Service charges not payable by the applicants.</b> <b>Demands not compliant with the requirements of ss 47/48 of the Landlord and Tenant act 1987.</b>

				<p>prior Tribunal appearances by Mr. MJ Staples, they are aware Section 21B needs to be served but choose not to serve, let alone serve correctly, to deny leaseholders basic information about their rights and obligations required by statute. We challenge the reliability of the Respondents documents provided to the Tribunal 15/2/2023. They have different Landlord, different managing agent company, letterhead/company logo, website address, "please make payments to," and "acting as agents for" details, then those allegedly served upon the residential leaseholders. No legally required company number listed on invoice. Doesn't have Landlords service address. Schedule of Expenses only contained residential leaseholders' breakdown, didn't have commercial leaseholders. SRC documentation was never served as it is signed on 10.03.2023 m</p>		
Management Fee		£939.60	£0.00	<p>*1) No invoice has been provided so no evidence expense incurred and chargeable under terms of the lease. Managing agent's functions have not been 'carried out with proper skill and care' required by the lease, so not chargeable under terms of the lease.  *2) No evidence of inspections, complying with Fire, Health and Safety reports or work performed to justify managing agents fee. Residential Leaseholders managing agents fee should only be 50% as shared with commercial leaseholders in a 50/50 split.  *3) Not correctly demanded. As more than £100 per a leaseholder and long term qualifying contract, and no</p>	<p>Incurred on behalf of freeholder by agent, chargeable under paragraph 6 of Third schedule of lease. No Evidence that cost was unreasonable.</p>	<p><b>Management Fee not incurred by the landlord.</b>  <i>Service of demands invalid.</i>  <i>Standard of service and fee unreasonable</i></p>



				Section 20 was issued, amount should be limited to £100 per leaseholder.		
Leak Detection 54%		£874.80	£0.00	*1) Not chargeable under terms of the lease. Leak had been going on for ~3 years before this expense with Coop making little attentions to establish cause (most likely due to their services or similar). *2) Leak detection (by Leak Detection Specialists ltd - LDS) wasn't performed correctly and unsupervised. LDS didn't even visually inspect the leak in the Coop / Laundrette. Freeholder / Managing agent advised several times but no reply. The report is unfounded and had no verifiable evidence to support its findings. 2 individuals onsite for 2 hours and charged £1620.00 for a defective report. Not reasonable. Appeared costs inflated due to LDS not being local and requiring overnight accommodation. No competitive pricing and don't accept there is no one in London / local who could do similar work without an overnight stay. A local plumber would have been able to perform, visually inspect and diagnose the issue, and done a better job at a fraction of the price. Suspect original source of leak may have been from Coops roof that was repaired January 2022, just before leak detection inspection was carried out.	Leak into ground floor shops from Flats 1 & 3. Part of insurance claim.	<b>Fee not incurred by or on behalf of the freeholder/landlord under the management agreement entered into with the Company.</b>  <i>Service of demands invalid.</i>  <i>Standard and cost of work otherwise reasonable</i>
Light Repairs		£191.00	£0.00	*2) Multiple call outs and appears to be due to administrative errors by managing agent but leaseholders unreasonably expected to pay for. If similar to previous work by Arnold / Aces, we suspect charges are inflated for the work that is done.	Call out in response to report from residents of lights not working	<b>Ditto</b>
Light Repair / Replacement		£180.00	£0.00	As above	Second visit required to deal with all issues.	<b>Ditto</b>
Gutter/downpipe cleaning		£264.60	£0.00	*1) No invoice has been provided so no evidence expense	Gutters cleared in response to concerns	<b>Fee not incurred by or on behalf of the freeholder/landlord</b>

				incurred and chargeable under terms of the lease. *2) Since early 2021, raised issues of being charged for clearing gutters but no evidence of this being done and grass growing out of it. Appears to be another charge for work not done prior and is not reasonable. No evidence of work being done.	expressed by residents.	<b>under the management agreement entered into with the Company.</b>  <i>Service of demands invalid.</i>  <i>Standard and cost of work unreasonable as photographic evidence indicates long-term growth of weeds was not properly addressed.</i>
Door Entry System		£1,557.60	£0.00	*3) Section 20 process wasn't done correctly, invalid, multiple call outs to address issues that either should have been included under warranty or due to managing agent's poor administrative abilities. Work required due to poor workmanship done in previous service charge year that has been billed for and should have been dealt with under warranty. This continues a pattern of trades being called out multiple times, charging call out fees per visit when Managing agent not supervising as required by their managing agent agreement, and not doing work to a good standard. It would appear only a £60.00 new latch was required and it is generating work for the managing agents preferred contractor friend of 24 years.	S.20 Consultation carried out correctly. On site meeting arranged with contractor and residents to discuss the work required. All applicants agreed at the meeting to the works that were implemented.	<b>Section 20 consultation correctly carried out in name of the freeholder/landlord.</b>  <b>Work carried out a reasonable standard and cost. Demands for payment invalid.</b>
Repair call out Fee		£108.00	£0.00	As above	Call out but Flat 6 failed to provide access.	<b>Ditto</b>
Repair call out fee		£114.00	£0.00	As above	Call out for fuse replacement.	<b>Ditto</b>
Handset replacement		£144.00	£0.00	As above	Callout and cost to replace handset following original failed called out due to no access being provided.	<b>Ditto</b>
Blocked Pipes 54%		£55.08	£0.00	*1) No invoice has been provided so no evidence expense incurred and chargeable under terms of the lease. *2) No evidence work done to a good standard.	Clearing blockage of waste pipe affecting Flat 1.	<b>Ditto</b>
Gate & Cupboard Repairs		£480.00	£0.00	*1) No invoice has been provided so no evidence expense	Majority of cost was for supply of new gate and	<b>Ditto</b>

				<p>incurred and chargeable under terms of the lease.  *2) No evidence of F Potenza carrying out repairs, not to a good standard or reasonable in amount. We don't understand what these are for and what work that was performed was done to a poor standard. We have yet to see invoices and evidence of work being completed and done to a good standard. We note that for the service charge year ending 30/6/2020, F Potenza charged £980.00 for work to the same area. This would seem to indicate work wasn't done correctly in first instance as otherwise one would anticipate repairs being done under a trade's 'warranty' or similar. We have previously raised the issue of nepotism with Mr MJ Staples and Francesco Potenza as he isn't local to the building.</p>	<p>posts, fitting and staining but also the replacement of a lock on one of the cupboard doors.</p>	
Energy Consultants		£54.00	£0.00	<p>*1) No invoice has been provided so no evidence expense incurred and chargeable under terms of the lease. Energy consultants a business expense of the managing agent, covered under managing as a provided service.  *2) Cost to organise electricity is 25% of the total electricity cost – not reasonable.  *3) This is an administration fee for arranging electricity and requires Section 21B – Administration Charges to be issued and never was.</p>	<p>Not a business expense.</p>	<b>Ditto</b>
Health & Safety Report		£136.08	£0.00	<p>*1) No invoice has been provided so no evidence expense incurred and chargeable under terms of the lease. No. Fire, Health and Safety reports never used in connection with the building.  *2) No. Fire, Health and Safety report never used in the manner it was commission and an unreasonable expense.</p>	<p>Required under The Regulatory Reform (Fire Safety) Order 2005. No evidence to demonstrate cost was unreasonable.</p>	<b>Ditto</b>

Asbestos Survey 54%		£103.68	£0.00	*1) No invoice has been provided so no evidence expense incurred and chargeable under terms of the lease. Asbestos Survey never used in connection with the building. *2) No. Asbestos Survey report never used in the manner it was commission and an unreasonable expense.	Required under control of Asbestos Regulations 2012.	<b>Ditto</b>
		Total £5,387.42 Divide by 6 = £897.90				

1. Chargeable under lease?
2. Reasonable in amount/ standard?
3. Correctly demanded?

See "Witness Statement Mr Elder – 9/8/2023 - 9. Service Charge: 01/07/2021 – 30/6/2022" for specific details.