



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

Case reference : **LON/00AK/LSC/2023/0480**

Property : **3, 12 and 17 Rossmore Close, Alexandra Road, London, EN3 7EW**

Applicant : **Nonyelu Okoye**

Representative : **Peter Fields, Counsel, instructed by Matt Rowland Solicitors**

Respondent : **Grays Inn Capital Limited**

Representative : **Hugh Rowan, Counsel, instructed by Stevensons Solicitors**

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 Bernadette MacQueen
Tribunal Member Sarah Phillips,
MRICS**

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

Date of hearing : **12 June 2024**

Date of decision : **19 August 2024**

DECISION

Decisions of the Tribunal

- (1) The Tribunal determines that the sum of £28,060.77 is payable in respect of the service charges for the reasons set out in this Decision.
- (2) For the avoidance of doubt, this amount is the sum the Tribunal determined is payable and reasonable in relation to the disputed items before it. This will not represent the total amount of service charge payable as some items have been determined already in previous litigation (see Scott Schedule below) and additionally, there is a dispute between the Applicant and Respondent about payments made the details of which were not before this Tribunal.
- (3) The Tribunal does not make an order under section 20C of the Landlord and Tenant Act 1985 or paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 for the reasons set out in this Decision.
- (4) The Tribunal makes the determinations as set out under the various headings in this Decision.

The Application

1. The Applicant sought a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act) as to the amount of service charges payable by the Applicant in respect of the service charge years 2014 to 2023.

The Hearing

2. The Applicant appeared at the hearing and was represented by Peter Fields, Counsel, and the Respondent appeared and was represented by Hugh Rowan, Counsel.
3. In accordance with Directions made on 10 January 2024, a trial bundle was prepared that consisted of 1098 pages, which the Tribunal read. Although referred to in the Bundle, exhibits from Shushanik Sargasyan were missing from the Bundle, and so these were provided to the Tribunal as a separate bundle, which the Tribunal also read. In addition, Counsel for both the Applicant and Respondent had prepared helpful skeleton arguments and gave oral submissions at the hearing.

The Background

4. This application related to 3, 12 and 17 Rossmore Close, Alexandra Road, London, EN3 7EW (the Properties). Built in approximately 2005, the

Properties were two bedroom flats within two purpose built blocks of flats. Block A comprised Flats 1-10 and Block B comprised Flats 11-19.

5. 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.

The Lease

6. The Applicant held long leases of the Properties which were in the same or broadly similar terms given that a uniform lease agreement was entered into in 2005 relating to all of the 19 flats (1-19 Rossmore Close). The Lease was between three parties: Western Home (Housing) Limited, the then freeholder, the Management Company (Ashby Court Ponders End Management Limited) and the leaseholders/tenants.
7. The lease for Flat 19 Rossmore Close was included at pages 624-647 of the Bundle (the Lease). The Lease required the landlord to provide services and the leaseholders/tenants to contribute towards their costs by way of a variable service charge.
8. By clause 4.2 of the Lease, the Tenant covenanted to repay the Landlord on demand the Tenant's Proportion (defined in the Lease as 5.15464%) of the expense which the Landlord shall from time to time incur in the insurance of the Building in the full reinstatement cost of the Building against loss or damage by the Insured Risks of any amount which may be deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy upon settlement of any claim. (Page 52 of the Bundle).
9. By clause 5.7.3 of the Lease the Tenant covenanted to:

"pay in advance by half yearly instalments on 1 July and 1 January in each Accounting Year such sum on account of the Expenses as the Company or the Company's agents shall from time to time specify as a reasonable estimate of the Tenants Proportion of the Expenses but if no such sum is specified by 30 June in each year the Tenants shall pay to the Company the same amount as was payable in respect of the preceding year." (page 54 of the Bundle)
10. "Accounting Year" was defined as "the period from 1 July in each year to 30 June of the next year". Provision was made for the Company to change that annual period, however that was not relevant to this matter.
11. "Expenses" was defined as "all costs charges and expenses incurred or to be incurred by the Company in performing and carrying out the Company's obligations specified in Schedule 4".

12. Clause 5.7.3.1 stated “as soon as practicable after each Accounting Year, the Company shall prepare an account of the Expenses in that Accounting Year and the amounts received from the tenants of the Dwellings on account of the Expenses for that Accounting Year”.
13. In accordance with clause 5.7.3.2 the Tenant covenanted to make balancing payments in the event of a shortfall in an Accounting Year.
14. Schedule 4 set out a list of services to be offered and Expenses incurred (pages 63 to 65 of the Bundle). This included, at paragraph 10, the employment of staff or agents as the Company deemed appropriate to manage the Estate and discharge all proper fees charges or expenses payable to such staff or agents including the cost of computing and collecting the Expenses and the Tenant’s Proportion of the Expenses.

The Issues in Dispute

15. At the start of the hearing the parties identified the relevant issues for determination as the payability and reasonableness of service charges for the service charge years 2014 to 2023. The Applicant contended that the service charges demanded by the Respondent were unreasonable, inadequately justified and not compliant with statutory consultation requirements.
16. A Scott Schedule (the Schedule) was completed by both parties setting out the points the Applicant asked the Tribunal to determine, and the Respondent recorded their response within the Schedule. This Schedule was included within the Bundle at pages 80 to 135 and the Tribunal has reproduced this Schedule and recorded its findings in relation to each item within this Decision.
17. The Tribunal noted that the Applicant did not challenge any particular invoice and that his allegations were not particularised. The issues raised by the Applicant related to the limitation of service charges (section 20B), lack of audited accounts, excessive management fees and insurance. The Tribunal has made findings in relation to each of these matters as raised by the Applicant.

Application Heard in the County Court at Edmonton under Case Reference (GoORM484)

18. In his application to this Tribunal, the Applicant sought a determination as to who the service charges were payable to. However, included within the Bundle were documents that related to ongoing County Court proceedings that were being heard under reference GoORM484. The Tribunal understood that the issue in this pending case was who the service charges should be paid to. The documents relating to this case provided to the Tribunal appeared to show that the Applicant, as a

director of the property management company Ashby Court Ponders End Management Limited (“Ashby Court”), claimed that the Respondent illegally terminated the role of Ashby Court as the management company. The court in this case was being asked to determine whether the Respondent or Ashby Court Ponders End Management Limited was responsible for the Development.

19. In light of these pending proceedings, it was not appropriate for the Tribunal to consider the issue of who the legitimate management company for the Property was. This Tribunal therefore confined itself to a consideration of the payability and reasonableness of the service charges.

Payments the Applicant Believed had been Made

20. In his first and second witness statements (pages 136 to 149 of the Bundle), the Applicant referred to payments he believed he had made to the Respondent. The Applicant asserted that these had not all been included in the statement of accounts. In particular, this included a payment of £7,206.48 which was made on 28 May 2021 in relation to Flat 7. The Applicant submitted that he owed £3,592 and so had overpaid meaning that he was due a refund of £4,010.48.
21. As this amount related to Flat 7, this was not a matter before this Tribunal, and therefore the Tribunal made no determination in this matter.
22. Additionally, the Applicant referenced a payment of £23,152.27 made on 17 February 2017 and £1,543.57 that he had made on 11 June 2021. Again, the Tribunal did not have jurisdiction to determine payments made by the Applicant and in any event, the Tribunal had not been provided with sufficient evidence to make such a determination. The Tribunal noted that Shushanik Sargsyan, Head of Estates at Simarc Property Management Limited, in her witness statement made on behalf of the Respondent (paragraph 12 page 155 of the Bundle) was unable to comment on payments made until the Applicant supplied evidence of when payments were made, to whom and in respect of which demand/property. The Tribunal was therefore unable to progress this aspect further, but encouraged parties to seek to resolve this dispute.
23. The Tribunal therefore confined itself to a determination of the payability and reasonableness of the service charge amounts demanded as set out in the Schedule provided in this case.

Claim B9CW523T – Between Gray’s Inn Capital Limited v Nonyelu Chukwudozie Okoye

24. At page 1011 to 1012 of the Bundle was an order made by District Judge Revere dated 21 June 2016 relating to a matter brought by the Respondent in the case (Greys Inn Capital Limited) against the Applicant before the Tribunal (Nonyelu Okoye) under claim reference B9CW523T. The order made by District Judge Revere determined the service charge for 2014-2015. At pages 658 to 660 of the bundle was a decision of His Honour Judge Gerald refusing permission to appeal the decision of District Judge Revere's decision of 21 June 2016.
25. The Tribunal reminded itself of the provisions of Section 27A(4)(c) which prevents an application being made to the Tribunal in relation to a matter which has already been determined by a Court. In light of this, the Tribunal found that, as this claim had already been determined, it did not have jurisdiction to consider the service charge for all sums due up to and including 31 December 2015.

Amounts not Recoverable

26. The Applicant also confirmed in his witness statement at paragraphs 15-17, page 141 of the Bundle, that the Respondent had stopped sending him demand notices until 2018/2019. At paragraph 16 of his witness statement the Applicant set out the amounts that had been waived.
27. On behalf of the Respondent, at Paragraph 9 of Shushanik Sargsyan's witness statement (page 152 of the Bundle), it was confirmed that demands for the period 1 January 2015 to 31 December 2018 were not issued until 6 February 2019 in respect of Flat 3 and 11 December 2018 in respect of Flats 12 and 17 to avoid any allegation of a waiver of a right to forfeit the leases of the Properties. It was also accepted that the demands for the period October 2018 to October 2022 were not issued until 31 August 2022 for the same reason.
28. The Respondent therefore confirmed that it had always been their position that, as a result of the limitation in section 20B of the 1985 Act relating to when a notice was served, the following amounts were not payable:

Service Charges for the period 1 January 2015 to 30 June 2017 were not recoverable in respect of Flat 3.

Service Charges for the period 1 January 2015 to 11 June 2017 were not recoverable in respect of Flats 12 and 17.

Insurance Demands for the period October 2018 to April 2021 were not recoverable and the Respondent did not seek recovery of any insurance pre- 2018.

29. The Tribunal was taken to page 500 and the Service Charge accounts where this waiver was shown.
30. The Tribunal therefore accepted that it had always been the Respondent's position that these amounts were not being sought.

Amounts in Dispute

31. The Tribunal heard submissions from counsel for both parties and considered all of the documents provided. The Tribunal made determinations on the various issues as follows:

Audited Accounts

32. The Applicant told the Tribunal that the Respondent had not audited the accounts as required by the Lease. It was the Applicant's position that the accounts were required to be audited annually, and the absence of such audits breached the terms of the Lease. The Applicant submitted that the Respondent had breached this requirement because the reports provided by the Respondent were produced by Complete Accounting Solutions (pages 276 to 329 of the Bundle), however it was the Applicant's position that the basis upon which Complete Accounting Solutions had prepared their reports did not comply with the terms of the Lease. The Applicant referred the Tribunal to the standard wording used by Complete Accounting Solutions each year, an example of which was at page 281 of the Bundle, which stated:

“In accordance with our engagement letter, we have performed the procedures agreed with you and enumerated below with respect to the service charge accounts set out on pages 1 to 3 in respect of Rossmore Close for the year ended 30 June 2023 in order to provide a report of factual findings about the service charge accounts that you have issued”.

33. Counsel for the Applicant submitted that this wording made it clear that all this report did was provide a report of factual findings based on procedures agreed with the Respondent. Counsel submitted that this was not an audit in any meaningful sense as the report made it clear that all that was being completed was a check of whether the figures in the accounts were extracted correctly from the accounting records, checking whether the entries were supported by receipts and checking whether the balance in the account reconciled with the balance in the bank.

34. Further Counsel for the Applicant submitted that Complete Accounting Solutions' own wording meant that the report was not an audit as at page 281 the report stated:

“Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.”

35. It was therefore the Applicant's position that this report was not an audit as it did not test the integrity of the accounts in any meaningful sense, and further it could not be intended that a simple factual inspection by an accountant was all that was needed to confirm the accounts correctly related to the service provided by the Respondent. This meant that the Respondent failed to follow a clear procedure and the Applicant could not rely on the accounts presented. In light of this the Applicant submitted that the Tribunal determine a reduction in the level of service charge made to the Applicant.
36. Counsel for the Respondent took the Tribunal to page 394 of the Bundle which showed that Complete Accounting Solutions was registered with the Association of Chartered Certified Accountants (ACCA) and submitted that the terms of the Lease had been complied with.

The Tribunal's Decision – Audited Accounts

37. The key provisions of the Lease provided for half yearly payments - clause 5.7.3:

“Pay in advance by half yearly instalments on 1 July and 1 January in each Accounting Year such sum on account of the Expenses as the Company or the Company's agents shall from time to time specify as a reasonable estimate of the Tenants Proportion of the Expenses but if no such sum is specified by 30 June in each year the Tenants shall pay to the Company the same amount as was payable in respect of the preceding year.

Clause 5.7.3.1 to 5.7.3.3.stated:

5.7.3.1 “As soon as practicable after each Accounting Year the Company shall prepare an account of the Expenses in that Accounting Year and the amounts received from the tenants of the Dwelling on account of the Expenses for that Accounting Year”

5.7.3.2 “If in an Accounting Year the amount received from the tenants of the Dwelling on account of the Expenses for that Accounting Year is

less than the Expenses for that Accounting Year the Tenant must pay on demand the amount specified by the Company as being the Tenant's Proportion of the difference"

5.7.3.3 "The accounts prepared by the Company pursuant to clause 5.7.3.1 must be audited by a Chartered or Certified Accountant".

38. The Tribunal noted that at page 394 of the bundle, the search for Complete Accounting Solutions stated "no sectors, services or certificates found". However, the Tribunal accepted the Respondent's position that Complete Accounting Solutions had a registration number and was therefore satisfied that they were able to undertake audits as required by the Lease.
39. Further, the Tribunal accepted the position of the Respondent that there was no requirement in the Lease that any audit must comply with the International Standards on Auditing, but rather the Lease required auditing by a chartered or certified accountant. The Tribunal accepted that the accounts had been so audited. Further, an analysis of the "Basis of Report" by which Complete Accounting Solutions acted confirmed that they had obtained the service charge accounts, had checked them to ensure the figures in the accounts were extracted correctly from the accounts maintained by or on behalf of the landlord and further had confirmed that, based on a sample, the entries in the accounting reports were supported by receipts, other documents or evidence. Finally, the report confirmed that a check was made to show that the balance of service charge monies agreed or reconciled to bank statements. The report stated that these procedures did not constitute an audit made in accordance of International Standards of Auditing (UK and Ireland) or International Standards on Review Engagement, but the Tribunal found that the work completed amounted to an audit for the purposes of 5.7.3.3 of the Lease.
40. Additionally, and for the avoidance of doubt, the Tribunal accepted that the Lease did not contain an obligation to serve the accounts on the Tenant. The Tribunal was therefore satisfied that the audit completed by Complete Accounting Solutions complied with the terms of the Lease and the Tribunal did not accept the Applicant's argument that the audit could not be relied upon and the Applicant should receive a reduction in the amount of service charge.

Management Fee

41. Counsel for the Applicant submitted that since the Respondent had taken over the management, the management fee had progressively increased. Counsel took the Tribunal to the original management agreement between Freehold Estates Limited and Premier Block Management, which was dated 1 June 2014 (page 967 of the Bundle). Clause 4.1 of that agreement stated that the agents' remuneration shall

be £190.00 plus VAT per annum per unit. This the Applicant submitted gave a total management fee for all 19 units of £3,610 plus VAT (total £4,332).

42. Counsel for the Applicant took the Tribunal to the management fees for the respective years which could be summarised as follows:

£4,432 in 2014 (page 971 of the Bundle)
£6,612 in 2015 (page 320 of the Bundle)
£6,653 in 2016 (page 314 of the Bundle)
£6,764 in 2017 (page 314 of the Bundle)
£6,852 in 2018 (page 308 of the Bundle)
£7,672 in 2019 (page 302 of the Bundle)
£8,060 in 2020 (page 296 of the Bundle)
£8,106 in 2021 (page 290 of the Bundle)
£8,289 in 2022 (page 284 of the Bundle)
£8,537 in 2023 (page 278 of the Bundle)

43. The Applicant submitted that, had the amount charged in the original 2014 agreement been continued, the management fee for the period 2015 to 2023 would have been £38,988 (which is the original fee of £4,332 multiplied by 9 years), but instead the Applicant had been charged £67,545, which the Applicant submitted was an overpayment of £28,557. This equated to £1,503 per unit, which was £4,509 for the Applicant's three units.
44. Further, the Applicant submitted that as the Respondent had entered into an agreement for services that lasted more than 12 months, they should have consulted with the Applicant, and as they did not consult the maximum liability was £100 per annum.
45. Counsel for the Respondent submitted that the amount charged was reasonable and the increase equated to a 3% compound annual increase.

The Tribunal's Decision – Management Fee

46. The Tribunal found that the increase in fee was reasonable. There was no requirement in the Lease for the amount to be fixed at the 2014 level and therefore it was reasonable for there to be an annual increase. Further, the Applicant did not present the Tribunal with evidence of any alternate quotes and had not particularised his objection to the management fee within his Scott Schedule. The Tribunal has therefore not been provided with evidence that the increase in management fee was unreasonable. The Tribunal therefore accepted the position of the Respondent that the charge was reasonable for the size and location of the block.

47. The Tribunal also accepted the Respondent's argument that there was no requirement for section 20 consultation as the management fee was an annual fee.
48. The Tribunal therefore found the management fee payable and reasonable and made no adjustment to the amount charged by the Respondent.

Insurance

49. The Respondent confirmed to the Tribunal that, as a result of section 20B of the 1985 Act, the Respondent accepted that insurance demands for the period October 2018 to April 2021 were not recoverable. Additionally, the Respondent confirmed that they were not seeking to recover any insurance pre-2018. The Tribunal's findings were therefore made on this basis, from April 2021.
50. The Applicant raised three arguments in relation to insurance, namely:
 - Over insurance
 - Conflict of Interest
 - Procedural Failure re insurance Beneficiary

Over Insurance

51. The Applicant asserted that the Respondent had over-insured the Property which had resulted in higher premiums. The Applicant referred the Tribunal to Clause 1.1 which defined the "Insured Risks" and contrasted that with the insurance risk cover obtained by the Respondent in the Zurich policy, which included damage, business interruption, book debts, property owners' liability and employer's liability (page 413 of the Bundle). The Applicant submitted that the Applicant had not agreed to this additional cover and, because the Respondent had chosen to insure the Property for more than the Lease required, this should not be at the cost of the Applicant.
52. The Applicant further submitted that the insurance service would last more than 12 months and so the Applicant's liability should be limited to £100 per annum per Property as the Respondent did not consult with the Applicant. In the alternative, the Applicant stated that there was no evidence of proper demand for insurance and therefore no insurance was payable.
53. The Respondent stated in reply that the Applicant had not provided the Tribunal with comparative insurance policies to substantiate their assertions. Further the Respondent took the Tribunal to a copy of the insurance policy documents at pages 404 of the Bundle. The reinstatement value was based on the Cardinus Reinstatement Cost

Assessment (which was at page 396 of the Bundle). It was therefore the Respondent's position that there had not been over insurance as alleged by the Applicant.

Conflict of Interest

54. The Applicant asserted that Cox Braithwaite was a trading name of General & Professional Insurance Brokers Ltd, Cox Braithwaite being the company used by the Respondent for insurance billing, brokerage, coverage and demands (page 330 of the Bundle). The Applicant stated that they had changed their name to Albanwise Insurance Services Limited, and referred the Tribunal to page 365 which was a letter stating that Albanwise Insurance Services was formerly known as Cox Braithwaite.
55. The Applicant stated that it was a matter of concern that 4 officers of the Respondent were officers of General & Professional Insurance Brokers Ltd, and additionally, the Applicant stated that Peter John Goodkind was a director of Premier Block Management Limited (who had acted as agent for the Respondent), and was also a director of Albanwise.
56. The Applicant asserted that, on the balance of probabilities, there must be a conflict of interest if directors of the Respondent were responsible for insuring the Property and had chosen to insure it using a broking company that they were also directors of. The Applicant therefore asserted that the insurance was unlikely to be at market rates. Additionally, the Applicant asserted that the directors' conflict meant that there was a breach of their duty to manage the Property to ensure that the costs and charges were fair and reasonable.
57. Counsel for the Respondent reminded the Tribunal of the obligations that directors had under the Companies Act. Further the Respondent stated that what the Applicant had presented to the Tribunal was evidence of shared directorship not evidence of any breach of fiduciary duty.

Procedural Failure re Insurance Beneficiary

58. The Applicant stated that clause 6.5 of the Lease required the insurance policy to be obtained in the name of Ashby Court Ponders End Management Limited and Grays Inn Capital Limited, however the Applicant asserted that the insurance was only in the name of Grays Inn Capital Limited. Further the Applicant asserted that the Respondent knew this to be the position as Ashby Court was added to the insurance policy for the first time in 2023 (page 365 of the Bundle).
59. In reply, the Respondent stated that this was not the interpretation of clause 6.5 as the Lease clearly envisaged circumstances where, for

example, the Company went into liquidation (clause 6.6), and so it could not be the case that such an interpretation could or should be applied.

60. Further the Respondent stated that this “naming” pre-condition was not reflected in the Tenant’s covenant to pay the insurance in the first place in clause 4.2, which required the Tenant to repay the Landlord on demand the Tenant’s Proportion which the Landlord shall from time to time incur in the insurance of the Building.

Tribunal’s Decision - Insurance

Over Insurance

61. Clause 1.1 of the Lease defined insured risk as

“Insured Risks - fire, lightning aircraft and other aerial devices (including articles dropped from aircraft) explosion riot civil commotion strikes labour or political disturbance theft or attempted theft malicious damage storm tempest bursting and overflowing of water or oil pipes tanks and other apparatus flood impact by road vehicles earthquakes subsidence and heave landslip falling trees branches and aerals and accidental damage to underground services.”

62. The Applicant contrasted that with the insured risk covered by the Respondent as set out at page 413 of the Bundle. However, the Applicant did not provide the Tribunal with alternative quotes but instead asked the Tribunal to exercise its discretion in considering the risks that the Applicant agreed to pay for in the Lease alongside the risks that were actually covered and reduce the amount of premium paid by the Applicant. The Tribunal therefore did not accept the Applicant’s position that the Respondent had over insured the property given that the Applicant did not present the Tribunal with evidence of over insurance.
63. In particular, the Tribunal accepted the evidence of Shushanik Sargsyan, on behalf of the Respondent, and in particular page 153 of the Bundle and Exhibit SS10 which set out the reinstatement report and insurance policy at Exhibit SS11. The Tribunal found that the Property was insured for the full reinstatement value for the Insured Risks as defined by the Lease.
64. Further, the Tribunal did not accept that the amount should be limited to £100 as the Tribunal accepted the Respondent’s evidence that the policy was set on a yearly basis.

Conflict of Interest

65. The Tribunal did not accept the Applicant's position that because directors were shared, the insurance was higher. The Applicant had failed to produce to the Tribunal evidence that the insurance was above market rate and had failed to substantiate the allegations of breach that he made.

Procedural Failure re Insurance Beneficiary

66. The jurisdiction of this Tribunal was to determine the payability and reasonableness of service charge. Whilst the Tribunal noted that Ashby Court were not added to the insurance policy, this was not an issue that persuaded the Tribunal to determine that the Applicant did not have to pay this element of the service charge. As stated above, the Tribunal was satisfied that insurance was obtained for a reasonable price and that this legitimately formed part of the service charge for which the Applicant was liable to pay.
67. The Tribunal accepted the evidence of the Respondent that the fact that the management company was included in 2023 did not amount to an admission meaning that the insurance was not previously payable.

Amount Payable

68. The Applicant stated that the total service charge for the period 2014 to 2023 totalled £21,313.73. However, the Tribunal made the following findings as against the amounts claimed in the Scott Schedule and confirmed in the service charge accounts (Exhibit SS11):

3 Rossmore Close, Enfield, EN3 7EW

Item	Cost	Tenant's Comments	Landlord's Comments	Tribunal Decision
1 July 2014 to 31 December 2014 Service Charges	£644.79	Disputed on grounds that its statute barred. Demand notice was not service on me as required by law	It is denied that the amount is statute barred. Herewith copy demand, and accounts, the latter prepared by Complete Accounting Solutions accountants showing all	This Tribunal does not have jurisdiction to consider this amount as it was subject to previous litigation (claim number B9CW523T

			relevant monies accounted for. The Service Charge demand and accounts have all been sent to the Applicant).
1 July 2014 to 31 December 2014 Reserved Fund	£69.45	Disputed on grounds that its statute barred. Demand notice was not service on me as required by law. There was a court decision not to demand Reserve Funds	It is denied that the amount is statute barred. Herewith copy demand, and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The Service Charge demand and accounts have all been sent to the Applicant. The reference to a Court decision not to demand Reserve Funds is not understood (But see the relevant statement where two amounts of £3,540 and £3,946 are shown as credited.	This Tribunal does not have jurisdiction to consider this amount as it was subject to previous litigation (claim number B9CW523T) .
6 November 2014 Case preparation	£144.00	Disputed on grounds that its statute barred. Demand notice was not service	It is denied that the amount is statute barred. Herewith copy demand, and	This Tribunal does not have jurisdiction to consider

		on me as required by law	accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The Service Charge demand and accounts have all been sent to the Applicant	this amount as it was subject to previous litigation (claim number B9CW523T) .
1 Jan 2015 to 30 June 2015 Service Charges	£644.79	Disputed on grounds that its statute barred. Demand notice was not service on me as required by law. No budget served on me.	It is denied that the amount is statute barred. Herewith copy demand, and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for.	This Tribunal does not have jurisdiction to consider this amount as it was subject to previous litigation (claim number B9CW523T) .
1 July 2015 to 31 December 2015 Reserved Fund	£133.89	Disputed on grounds that its statute barred. Demand notice was not service on me as requires by law. There was a court decision not to demand Reserve Funds. No budget served on me	It is denied that the amount is statute barred. Herewith copy demand, and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for.	This Tribunal does not have jurisdiction to consider this amount as it was subject to previous litigation (claim number B9CW523T) .

			The reference to a Court decision not to demand Reserve Funds is not understood (But see the relevant statement where two amounts of £3,540 and £3,946 are shown as credited.	
1 July 2015 to 31 December 2015 Service Charge	£572.06	Disputed on grounds that its statute barred. Demand notice was not service on me as required by law. No budget served on me.	It Is denied that the amount is statute barred. Herewith copy demand and also accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for.	This Tribunal does not have jurisdiction to consider this amount as it was subject to previous litigation (claim number B9CW523T) .
1 July 2014 to 30 June 2015 End of year balance charge in 2015	£73.37	Disputed on grounds that its statute barred. Demand notice was not service on me as required by law. No budget served on me.	It is denied that the amount is statute barred. Herewith copy demand and also accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for.	This Tribunal does not have jurisdiction to consider this amount as it was subject to previous litigation (claim number B9CW523T) .
1 Jan 2016 to 30 June 2016 Service Charges	£572.06	Disputed on grounds that its statute barred. Demand notice was not service on me as required by law.	It is denied that the amount is statute barred. Herewith copy demand and also accounts, the latter prepared	The Respondent accepted that section 20B means that service charge costs incurred

		No budget served on me.	by Complete Accounting Solutions accountants showing all relevant monies accounted for.	between 1 January 2015 to 30 June 2017 are not recoverable in respect of Flat 3.
1 July 2016 to 31 December 2016. Reserved Fund	£129.28	Disputed on grounds that its statute barred. Demand notice was not service on me as required by law. There was a Court decision not to demand Reserve Funds. No budget served on me.	It is denied that the amount is statute barred. Herewith copy demand, and also accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The reference to a Court decision not to demand Reserve Funds is not understood (But see the relevant statement where two amounts of £3,540 and £3,946 are shown as credited.	The Respondent accepted that section 20B means that service charge costs incurred between 1 January 2015 to 30 June 2017 are not recoverable in respect of Flat 3.
1 July 2016 to 31 December 2016 Service Charge	£553.40	Disputed on grounds that its statute barred. Demand notice was not served on me as required by law. No budget served on me. Amount is excessive and	It is denied that the amount is statute barred. Herewith copy demand and also accounts, the latter prepared by Complete Accounting Solutions accountants	The Respondent accepted that section 20B means that service charge costs incurred between 1 January 2015 to 30 June 2017

		disproportionate .	showing all relevant monies accounted for.	are not recoverable in respect of Flat 3.
1 January 2017 to 30 June 2017 Service Charge	£553.40	Disputed on grounds that its statute barred. Demand notice was not served on me as required by law. No budget served on me.	It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for.	The Respondent accepted that section 20B means that service charge costs incurred between 1 January 2015 to 30 June 2017 are not recoverable in respect of Flat 3.
1 July 2016 to 30 June 2017 End of year balance charge in 2017	£85.61	Disputed on grounds that its statute barred. Demand notice was not served on me as required by law. No budget served on me.	It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for.	The Respondent accepted that section 20B means that service charge costs incurred between 1 January 2015 to 30 June 2017 are not recoverable in respect of Flat 3.
1 July 2017 to 31 December 2017 Service Charge	£798.32	Disputed on grounds that its statute barred. Demand notice was not served on me as required by law. No budget served on me. Amount is excessive and disproportionate	It is denied that the amount is statute barred. Herewith copy demand dated 06.02.2019 and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for.	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.

			<p>The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support.</p> <p>The service charge and accounts have been sent to the Applicant.</p>	
1 Jan 2018 to 30 June 2018 Service Charge	£798.32	<p>Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not accounted for. No budget served on me.</p>	<p>The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.</p>	<p>For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.</p>

27 September 2018 – interest on arrears	£77.02	Disputed on grounds that its statute barred. Demand notice was not served on me as required by law. No budget served on me. Respondent has monies I paid in their possession	This is not a Service Charge	The Tribunal found that this was not a service charge and therefore made no adjudication .
1 July 2018 to 31 December 2018 Service charge	£692.27	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice not served on me. No audited account has ever been provided. All monies received are not accounted for. No budget served on me.	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.
1 Jan 2019 to 30 June 2019 service Charge	£692.27	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper	The amount is neither excessive nor disproportionate : and the Applicant has supplied no	For the reasons set out in this Decision, the Tribunal found that this amount

		<p>demand notice was not served on me. No audited account has ever been provided. All monies received are not accounted for. No budget served on me.</p>	<p>particulars of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.</p>	<p>is payable and reasonable.</p>
<p>1 July 2019 Front door lock replacement</p>	<p>£167.01</p>	<p>Disputed on grounds that its excessive and disproportionate . Receipts of purchase of lock and replacement invoice required.</p>	<p>This is not a Service Charge</p>	<p>The Tribunal accepted this was not a service charge and therefore made no adjudication</p>
<p>1 July 2019 to 31 December 2019 Service Charge</p>	<p>£767.52</p>	<p>Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not accounted for.</p>	<p>The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the</p>	<p>For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.</p>

		No budget served on me.	latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	
1 Jan 2020 to 30 June 2020 Service Charge	£767.52	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not accounted for. No budget served on me.	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.
1 July 2020 to 31 December 2020	£788.30	Disputed on grounds that the amount is excessive and	The amount is neither excessive nor disproportionate	For the reasons set out in this Decision,

Service Charge		disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not accounted for. No budget served on me.	: and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	the Tribunal found that this amount is payable and reasonable.
1 Jan 2021 to 30 June 2021 Service Charge	£788.30	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not accounted for. No budget served on me.	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.

			relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	
1 July 2021 to 31 December 2021 Service Charge	£804.89	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not accounted for. No budget served on me.	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.
1 Jan 2022 to 30 June 2022 Service Charge	£804.89	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.

		<p>audited account has ever been provided. All monies received are not accounted for. No budget served on me.</p>	<p>any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.</p>	
<p>1 July 2022 to 31 December 2022 Service Charge</p>	<p>£816.54</p>	<p>Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not accounted for. No budget served on me.</p>	<p>The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts</p>	<p>For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.</p>

			have all been sent to the Applicant.	
1 Jan 2023 to 30 June 2023 Service Charge	£816.54	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not accounted for. No budget served on me.	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.
1 July 2023 to 31 December 2023 Service Charge	£906.80	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.

		accounted for. No budget served on me.	demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	
7 Nov. 2022 Final Notice	£60	No notice was served on me. The Respondent failed to account for my monies in their possession. The basis of charge and figure claimed is not justified.	This is not a service charge	The Tribunal found that this was not a service charge and therefore made no adjudication
21 December 2022 Case Preparation	£192.00	Disputed on ground that the Respondent created the situation in that they failed to account for my monies in their possession. The basis of charge and figure claimed is not justified.	This is not a service charge	The Tribunal found that his was not a service charge and therefore made no adjudication

Flat 3 Summary Table - Amount Payable - Tribunal's Findings:

Year	Amount Payable	Balancing Credit	Total
1 July 2017 to 30 June 2018	£798.32	Less £392.07	£1,204.57
1 July 2018 to 30 June 2019	£692.27	Less £14.95	£1,369.59

1 July 2019 to 30 June 2020	£767.52 £767.52	Less £241.24	£1,293.80
1 July 2020 to 30 June 2021	£788.30 £788.30	Less £107.88	£1,468.72
1 July 2021 to 30 June 2022	£804.89 £804.89	Less £270.29	£1,339.49
1 July 2022 to 30 June 2023	£816.54 £816.54	Plus £137.54	£1,770.62
1 July 2023 to 31 December 2023	£906.80		£906.80
Total	£10 242.48	£888.89	£9,353.59

The Tribunal's Determination – Flat 3

69. The Tribunal therefore determined that £9,353.59 was payable and reasonable in relation to the items of dispute before it. However, this figure did not represent the total amount of service charge payable as some items had been determined already in previous litigation and additionally, there was a dispute between the Applicant and Respondent about payments made, the details of which were not before this Tribunal. Whilst not part of the Tribunal's determination, the service charge accounts showed that £1,000.00 was paid by the Applicant on 23 July 2019 and £865.81 was paid on 27 September 2018. This amount, along with any other payments that the parties agreed had been paid, would need to be deducted from the total outstanding.

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Item	Cost	Tenant's Comments	Landlord's Comments	Tribunal Decision
1 July 2014 to 31 December 2014 Service Charges	£599.89	Disputed on grounds that its statute barred. Demand notice was not service on me as required by law	It is denied that the amount is statute barred. Herewith copy demand, and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for.	This Tribunal does not have jurisdiction to consider this amount as it was subject to previous litigation (claim number B9CW523T).

			The Service Charge demand and accounts have all been sent to the Applicant	
1 July 2014 to 31 December 2014 Reserved Fund	£60.10	Disputed on grounds that its statute barred. Demand notice was not service on me as required by law. There was a court decision not to demand Reserve Funds	<p>It is denied that the amount is statue barred.</p> <p>Herewith copy demand, and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for.</p> <p>The Service Charge demand and accounts have all been sent to the Applicant.</p> <p>The reference to a Court decision not to demand Reserve Funds is not understood</p>	This Tribunal does not have jurisdiction to consider this amount as it was subject to previous litigation (claim number B9CW523T).
1 Jan 2015 to 30 June 2015 Service Charges	£599.89	Disputed on grounds that its statute barred. Demand notice was not service on me as required by law. No budget served on me.	<p>It is denied that the amount is statue barred.</p> <p>Herewith copy demand, and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for.</p>	This Tribunal does not have jurisdiction to consider this amount as it was subject to previous litigation (claim number B9CW523T).

1 July 2015 to 31 December 2015 Reserved Fund	£124.54	Disputed on grounds that its statute barred. Demand notice was not service on me as requires by law. There was a court decision not to demand Reserve Funds. No budget served on me	It is denied that the amount is statute barred. Herewith copy demand, and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The reference to a Court decision not to demand Reserve Funds is not understood	This Tribunal does not have jurisdiction to consider this amount as it was subject to previous litigation (claim number B9CW523T).
1 July 2015 to 31 December 2015 Service Charge	£572.06	Disputed on grounds that its statute barred. Demand notice was not service on me as required by law. No budget served on me.	It is denied that the amount is statute barred. Herewith copy demand and also accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for.	This Tribunal does not have jurisdiction to consider this amount as it was subject to previous litigation (claim number B9CW523T).
1 July 2014 to 30 June 2015 End of year balance charge in 2015	£73.37	Disputed on grounds that its statute barred. Demand notice was not served on me as required by law. No budget served on me.	It is denied that the amount is statute barred. Herewith copy demand, and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for.	This Tribunal does not have jurisdiction to consider this amount as it was subject to previous litigation (claim number B9CW523T).

1 Jan 2016 to 30 June 2016 Service Charges	£572.06	Disputed on grounds that its statute barred. Demand notice was not service on me as required by law. No budget served on me.	It is denied that the amount is statute barred. Herewith copy demand and also accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for.	The Respondent accepted that section 20B means that service charge costs incurred between 1 January 2015 to 11 June 2017 are not recoverable in respect of Flat 12.
1 Jan 2016 to 31 December 2016. Reserved Fund	£128.88	Disputed on grounds that its statute barred. Demand notice was not service on me as required by law. There was a Court decision not to demand Reserve Funds. No budget served on me.	It is denied that the amount is statute barred. Herewith copy demand, and also accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The reference to a Court decision not to demand Reserve Funds is not understood.	The Respondent accepted that section 20B means that service charge costs incurred between 1 January 2015 to 11 June 2017 are not recoverable in respect of Flat 12.
1 July 2016 to 31 December 2016 Service Charge	£553.40	Disputed on grounds that its statute barred. Demand notice was not served on me as required by law. No budget served on me. Amount is excessive and	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particulars of why he thinks so nor any evidence in support. It is denied that the	The Respondent accepted that section 20B means that service charge costs incurred between 1 January 2015 to 11 June 2017

		disproportionate .	amount is statute barred. Herewith copy demands and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for.	are not recoverable in respect of Flat 12.
1 January 2017 to 30 June 2017 Service Charge	£553.40	Disputed on grounds that its statute barred. Demand notice was not served on me as required by law. No budget served on me.	It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for.	The Respondent accepted that section 20B means that service charge costs incurred between 1 January 2015 to 11 June 2017 are not recoverable in respect of Flat 12.
1 July 2016 to 30 June 2017 End of year balance charge in 2017	£85.61	Disputed on grounds that its statute barred. Demand notice was not served on me as required by law. No budget served on me.	It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	The Respondent accepted that section 20B means that service charge costs incurred between 1 January 2015 to 11 June 2017 are not recoverable in respect of Flat 12.

<p>1 July 2017 to 31 December 2017 Service Charge</p>	<p>£798.32</p>	<p>Disputed on grounds that its statute barred. Demand notice was not served on me as required by law. No budget served on me. Amount is excessive and disproportionate</p>	<p>The amount is neither excessive nor disproportionate : and the Applicant has supplied no particulars of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for.</p> <p>The service charge and accounts have been sent to the Applicant.</p>	<p>For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.</p>
<p>1 Jan 2018 to 30 June 2018 Service Charge</p>	<p>£798.32</p>	<p>Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not accounted for. No budget served on me.</p>	<p>The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete</p>	<p>For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.</p>

			Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	
27 September 2018 – interest on arrears	£72.55	Disputed on grounds that its statute barred. Demand notice was not served on me as required by law. No budget served on me. Respondent has monies I paid in their possession	It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	The Tribunal found that this was not a service charge and therefore made no adjudication .
1 July 2018 to 31 December 2018 Service charge	£692.27	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice not served on me. No audited account has ever been provided. All monies received are not accounted for. No budget served on me.	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.

			latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	
1 Jan 2019 to 30 June 2019 service Charge	£692.27	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not accounted for. No budget served on me.	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particulars of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.
1 July 2019 to 31 December 2019	£767.52	Disputed on grounds that the amount is excessive and	The amount is neither excessive nor disproportionate	For the reasons set out in this Decision,

Service Charge		disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not accounted for. No budget served on me.	: and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	the Tribunal found that this amount is payable and reasonable.
1 Jan 2020 to 30 June 2020 Service Charge	£767.52	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not accounted for. No budget served on me.	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.

			relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	
1 July 2020 to 31 December 2020 Service Charge	£788.30	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not accounted for. No budget served on me.	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.
1 Jan 2021 to 30 June 2021 Service Charge	£788.30	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.

		<p>audited account has ever been provided. All monies received are not accounted for. No budget served on me.</p>	<p>any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.</p>	
<p>1 July 2021 to 31 December 2021 Service Charge</p>	<p>£804.89</p>	<p>Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not accounted for. No budget served on me.</p>	<p>The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts</p>	<p>For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.</p>

			have all been sent to the Applicant.	
1 Jan 2022 to 30 June 2022 Service Charge	£804.89	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not accounted for. No budget served on me.	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.
1 July 2022 to 31 December 2022 Service Charge	£816.54	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.

		accounted for. No budget served on me.	demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	
7 Nov. 2022 Final Notice	£60.00	No notice was served on me. The Respondent failed to account for my monies in their possession. The basis of charge and figure claimed is not justified.	The Final Notice was clearly required in view of the admitted failure to pay service charge.	The Tribunal found that this was not a service charge and therefore made no adjudication
21 December 2022 Case Preparation	£192.00	Disputed on ground that the Respondent created the situation in that they failed to account for my monies in their possession. The basis of charge and figure claimed is not justified.	The case preparation was clearly required because of the Applicants failure to pay service charge.	The Tribunal found that his was not a service charge and therefore made no adjudication
1 Jan 2023 to 30 June 2023 Service Charge	£816.54	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support.	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.

		has ever been provided. All monies received are not accounted for. No budget served on me.	It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	
1 July 2023 to 31 December 2023 Service Charge	£906.80	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not accounted for. No budget served on me.	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred.	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.

Flat 12 - Summary Table - Amount Payable - Tribunal's Findings:

Year	Amount Payable	Less Balancing Credit	Total
1 July 2017 to 30 June 2018	£798.32 £798.32	£392.07	£1,204.57
1 July 2018 to 30 June 2019	£692.27 £692.27	£14.95	£1,369.59
1 July 2019 to 30 June 2020	£767.52 £767.52	£241.24	£1,293.80

1 July 2020 to 30 June 2021	£788.30 £788.30	£107.88	£1,468.72
1 July 2021 to 30 June 2022	£804.89 £804.89	£270.29	£1,339.49
1 July 2022 to 30 June 2023	£816.54 £816.54	Plus £137.54	£1,770.62
1 July 2023 to 31 December 2023	£906.80		£906.80
Total	£10 242.48	£888.89	£9,353.59

The Tribunal's Determination – Flat 12

70. The Tribunal therefore determined that £9,353.59 was payable and reasonable in relation to the items of dispute before it. However, this figure did not represent the total amount of service charge payable as some items had been determined already in previous litigation and additionally, there was a dispute between the Applicant and Respondent about payments made, the details of which were not before this Tribunal. Whilst not part of the Tribunal's determination, the service charge accounts showed that £1,000.00 was paid by the Applicant on 23 July 2019 and £816.44 was paid on 27 September 2018 in relation to Flat 12. This amount, along with any other payments that the parties agreed had been paid, would need to be deducted from the total outstanding.

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Item	Cost	Tenant's Comments	Landlord's Comments	Tribunal Decision
1 July 2014 to 31 December 2014 Service Charges	£599.89	Disputed on grounds that its statute barred. Demand notice was not service on me as required by law	It is denied that the amount is statute barred. Herewith copy demand, and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The Service Charge demand and accounts have all been	This Tribunal does not have jurisdiction to consider this amount as it was subject to previous litigation (claim number B9CW523T) .

			sent to the Applicant	
1 July 2014 to 31 December 2014 Reserved Fund	£60.10	Disputed on grounds that its statute barred. Demand notice was not service on me as required by law. There was a court decision not to demand Reserve Funds	<p>It is denied that the amount is statute barred.</p> <p>Herewith copy demand, and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for.</p> <p>The Service Charge demand and accounts have all been sent to the Applicant.</p> <p>The reference to a Court decision not to demand Reserve Funds is not understood.</p>	This Tribunal does not have jurisdiction to consider this amount as it was subject to previous litigation (claim number B9CW523T) .
6 Nov 2014 Case Preparation	£144.00	Disputed on grounds that its statute barred. Demand notice was not served on me as required by law.	This is not a service charge.	The Tribunal found that this was not a service charge and therefore makes no adjudication .
1 Jan 2015 to 30 June 2015 Service Charges	£599.89	Disputed on grounds that its statute barred. Demand notice was not service on me as required by law. No budget served on me.	<p>It is denied that the amount is statute barred.</p> <p>Herewith copy demand, and accounts, the latter prepared by Complete Accounting Solutions</p>	This Tribunal does not have jurisdiction to consider this amount as it was subject to previous litigation

			accountants showing all relevant monies accounted for.	(claim number B9CW523T) .
1 July 2015 to 31 December 2015 Reserved Fund	£124.54	Disputed on grounds that its statute barred. Demand notice was not service on me as requires by law. There was a court decision not to demand Reserve Funds. No budget served on me	It is denied that the amount is statue barred. Herewith copy demand, and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The reference to a Court decision not to demand Reserve Funds is not understood	This Tribunal does not have jurisdiction to consider this amount as it was subject to previous litigation (claim number B9CW523T) .
1 July 2015 to 31 December 2015 Service Charge	£572.06	Disputed on grounds that its statute barred. Demand notice was not service on me as required by law. No budget served on me.	It is denied that the amount is statute barred. Herewith copy demand and also accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for.	This Tribunal does not have jurisdiction to consider this amount as it was subject to previous litigation (claim number B9CW523T) .
1 July 2014 to 30 June 2015 End of year balance charge in 2015	£73.37	Disputed on grounds that its statute barred. Demand notice was not served on me as required by law.	It is denied that the amount is statue barred. Herewith copy demand, and accounts, the latter prepared by Complete	This Tribunal does not have jurisdiction to consider this amount as it was

		No budget served on me.	Accounting Solutions accountants showing all relevant monies accounted for.	subject to previous litigation (claim number B9CW523T)
1 Jan 2016 to 30 June 2016 Service Charges	£572.06	Disputed on grounds that its statute barred. Demand notice was not service on me as required by law. No budget served on me.	It is denied that the amount is statute barred. Herewith copy demand and also accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for.	The Respondent accepted that section 20B means that service charge costs incurred between 1 January 2015 to 11 June 2017 are not recoverable in respect of Flat 17.
1 Jan 2016 to 31 December 2016. Reserved Fund	£128.88	Disputed on grounds that its statute barred. Demand notice was not service on me as required by law. There was a Court decision not to demand Reserve Funds. No budget served on me.	It is denied that the amount is statue barred. Herewith copy demand, and also accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The reference to a Court decision not to demand Reserve Funds is not understood.	The Respondent accepted that section 20B means that service charge costs incurred between 1 January 2015 to 11 June 2017 are not recoverable in respect of Flat 17.
1 July 2016 to 31 December 2016	£553.40	Disputed on grounds that its statute barred. Demand notice was not served	The amount is neither excessive nor disproportionate : and the	The Respondent accepted that section 20B means

Service Charge		on me as required by law. No budget served on me. Amount is excessive and disproportionate .	Applicant has supplied no particulars of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demands and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for.	that service charge costs incurred between 1 January 2015 to 11 June 2017 are not recoverable in respect of Flat 17.
1 January 2017 to 30 June 2017 Service Charge	£553.40	Disputed on grounds that its statute barred. Demand notice was not served on me as required by law. No budget served on me.	It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for.	The Respondent accepted that section 20B means that service charge costs incurred between 1 January 2015 to 11 June 2017 are not recoverable in respect of Flat 17.
1 July 2016 to 30 June 2017 End of year balance charge in 2017	£85.61	Disputed on grounds that its statute barred. Demand notice was not served on me as required by law. No budget served on me.	It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for.	The Respondent accepted that section 20B means that service charge costs incurred between 1 January 2015 to 11 June 2017 are not recoverable

			The service charge demand and accounts have all been sent to the Applicant.	in respect of Flat 17.
1 July 2017 to 31 December 2017 Service Charge	£798.32	Disputed on grounds that its statute barred. Demand notice was not served on me as required by law. No budget served on me. Amount is excessive and disproportionate	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particulars of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge and accounts have been sent to the Applicant.	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.
1 Jan 2018 to 30 June 2018 Service Charge	£798.32	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.

		monies received are not accounted for. No budget served on me.	statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	
27 September 2018 – Interest on arrears	£72.55	Disputed on grounds that its statute barred. Demand notice was not served on me as required by law. No budget served on me. Respondent has monies I paid in their possession	It is denied that the amount is statute barred. Herewith copy demand and also accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	The Tribunal found that this was not a service charge and therefore made no adjudication .
1 July 2018 to 31 December 2018 Service charge	£692.27	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice not served on me. No audited account has ever been provided.	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support.	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.

		All monies received are not accounted for. No budget served on me.	It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	
12 Dec 2018, Seller's Pack	£540	Disputed on grounds that the amount is excessive and disproportionate . I offer £200 to be deducted from monies due to me in Respondent's possession	This is not a service charge.	The Tribunal that this amount is not a service charge and therefore made no adjudication .
1 Jan 2019 to 30 June 2019 service Charge	£692.27	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not accounted for. No budget served on me.	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particulars of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.

			Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	
5 June 2019 Front door lock replacement	£167.01	Disputed on grounds that its excessive and disproportionate . Receipts of purchase of lock and replacement invoice required.	The amount is neither excessive nor disproportionate ; and the Applicant has supplied no particulars of why he thinks so nor any evidence in support. The receipt is no longer available.	The Tribunal found that this was not a service charge and therefore made no adjudication .
1 July 2019 to 31 December 2019 Service Charge	£767.52	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not accounted for. No budget served on me.	The amount is neither excessive nor disproportionate ; and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for.	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.

			The service charge demand and accounts have all been sent to the Applicant.	
1 Jan 2020 to 30 June 2020 Service Charge	£767.52	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not accounted for. No budget served on me.	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.
1 July 2020 to 31 December 2020 Service Charge	£788.30	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support.	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.

		<p>provided. All monies received are not accounted for. No budget served on me.</p>	<p>It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.</p>	
<p>1 Jan 2021 to 30 June 2021 Service Charge</p>	<p>£788.30</p>	<p>Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not accounted for. No budget served on me.</p>	<p>The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been</p>	<p>For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.</p>

			sent to the Applicant.	
1 July 2021 to 31 December 2021 Service Charge	£804.89	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not accounted for. No budget served on me.	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.
1 Jan 2022 to 30 June 2022 Service Charge	£804.89	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not accounted for.	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.

		No budget served on me.	accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	
1 July 2022 to 31 December 2022 Service Charge	£816.54	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not accounted for. No budget served on me.	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.
7 Nov. 2022 Final Notice	£60.00	No notice was served on me. The Respondent	This is not a service charge	The Tribunal found that

		failed to account for my monies in their possession. The basis of charge and figure claimed is not justified.		this was not a service charge and therefore made no adjudication
21 December 2022 Case Preparation	£192.00	Disputed on ground that the Respondent created the situation in that they failed to account for my monies in their possession. The basis of charge and figure claimed is not justified.	This is not a service charge.	The Tribunal found that his was not a service charge and therefore made no adjudication
1 Jan 2023 to 30 June 2023 Service Charge	£816.54	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not accounted for. No budget served on me.	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred. Herewith copy demand and accounts, the latter prepared by Complete Accounting Solutions accountants showing all relevant monies accounted for. The service charge demand and accounts have all been sent to the Applicant.	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.

1 July 2023 to 31 December 2023 Service Charge	£906.80	Disputed on grounds that the amount is excessive and disproportionate . It is statute barred. Proper demand notice was not served on me. No audited account has ever been provided. All monies received are not accounted for. No budget served on me.	The amount is neither excessive nor disproportionate : and the Applicant has supplied no particular of why he thinks so nor any evidence in support. It is denied that the amount is statute barred.	For the reasons set out in this Decision, the Tribunal found that this amount is payable and reasonable.
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Flat 17 - Summary Table - Amount Payable - Tribunal's Findings:

Year	Amount Payable	Balancing Credit	Total
1 July 2017 to 30 June 2018	£798.32	Less £392.07	£1,204.57
1 July 2018 to 30 June 2019	£692.27	Less £14.95	£1,369.59
1 July 2019 to 30 June 2020	£767.52	Less £241.24	£1,293.80
1 July 2020 to 30 June 2021	£788.30	Less £107.88	£1,468.72
1 July 2021 to 30 June 2022	£804.89	Less £270.29	£1,339.49
1 July 2022 to 30 June 2023	£816.54	Plus £137.54	£1,770.62
1 July 2023 to 31 December 2023	£906.80		£906.80
Total	£10 242.48	£888.89	£9,353.59

The Tribunal's Determination – Flat 17

71. The Tribunal therefore determined that £9,353.59 was payable and reasonable in relation to the items of dispute before it. However, this figure did not represent the total amount of service charge payable as some items had been determined already in previous litigation and additionally, there was a dispute between the Applicant and Respondent about payments made, the details of which were not before this Tribunal. Whilst not part of the Tribunal's determination, the service charge accounts showed that

£1,000.00 was paid by the Applicant on 23 July 2019 and £816.44 was paid on 27 September 2018 in relation to Flat 17. This amount, along with any other payments that the parties agreed had been paid would need to be deducted from the total outstanding.

Application under s.20C and Para 5A Schedule 11

72. In the application form the Applicant applied for an order under section 20C of the 1985 Act and para 5A of Schedule 11 of the 2002 Act. Having heard submissions from the parties and taking into account the determinations above, the Tribunal found that orders under section 20C and para 5A of Schedule 11 of the 2002 Act should not be made. In reaching this decision, the Tribunal noted that the Applicant had not satisfied the Tribunal on any grounds that he had put forward.

Name: Judge Bernadette MacQueen **Date:** 19 August 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.

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).