FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00BD/LSC/2024/0232**
Property	**:**	**Flats A and B, 402 Richmond Road, Twickenham, TW1 2EB**
Applicants	**:**	**Johanna Eschbach and Louisa Loynes**
Representative	**:**	**In person**
Respondent	**:**	**Stephan Van Wyk**
Representative	**:**	**In person**
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	**:**	**Tribunal Judge Vodanovic** **Tribunal Judge Korn** **Mr S Johnson MRICS**
Venue	**:**	**10 Alfred Place, London WC1E 7LR**
Date of decision	**:**	**26.6.2025**

DECISION

Decisions of the tribunal

(1) The tribunal makes the determinations as set out under the various headings in this Decision. **The final summary of the decisions relating to each item as set out in the various Schedules is set out in the Appendix attached hereto.**

(2) The tribunal does not make an order under section 20C of the Landlord and Tenant Act 1985 on the basis that no costs are to be claimed by the Respondent and none are to be passed on to the Applicants through the service charge.

(3) The tribunal does not order the Respondent to reimburse to the Applicants the application and hearing fees.

The application

1. The Applicants seek a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") and Schedule 11 to the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act") as to the amount of service charges and administration charges payable by the Applicants in respect of the years ending (YE) March 2018, March 2019, March 2020, March 2021, March 2022, March 2023, March 2024, March 2025 and March 2026.

The hearing

2. The Applicants appeared in person. It was agreed between Ms Eschbach and Mrs Loynes that Ms Eschbach would address the tribunal on behalf of both of them, although Mrs Loynes was given the opportunity of addressing the tribunal at various points. The Respondent appeared in person.

3. The tribunal had the benefit of an appeal bundle which ran to 599 pages. The bundle was not paginated. All references to numbers in square brackets within this decision are references to the pages of the digital pdf bundle which the tribunal had before it.

The background

4. The Property which is the subject of this application is a building with a self contained commercial unit on the ground floor and there are 4 self-contained flats on the upper two floors. Access to the flats is gained via an external staircase to the side of the building.

5. There are some photographs of the building in the hearing bundle which were helpful in setting out the layout of the properties and the ground floor unit [275 - 276]. 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.

6. The Applicant, Mrs Loynes, holds a long lease of Flat A within the building pursuant to a Lease dated 12.8.1997 [68]. The Applicant, Ms Eschbach, holds a long lease of Flat B within the building pursuant to a Lease dated 28th November 1997 [105]. The relevant parts of the Lease and the corresponding obligations on the lessors and lessees are the same between the two leases, which is why the arguments are brought jointly by the Applicants. No distinction will therefore be made within this decision between the two leases. There will simply be references to 'the Lease' but these are to be taken to be in respect of both leases of Flat A and Flat B.

7. The Lease requires the lessor to provide services and the lessee to contribute towards their costs by way of a variable service charge. The specific provisions of the lease will be referred to below, where appropriate.

8. The ground floor commercial unit is occupied by Bridge Dental Centre Limited ('the commercial tenant'). An application had been made, prior to the appeal hearing, by the Applicants to make the commercial tenant a party to the proceedings but this was refused and they took no part in these proceedings.

The issues

9. The issues raised by the Applicants are as follows:

   (i) The current apportionment of service charges for the years ending March 2018 to 2026 are unreasonable and unfair, as per the items set out in the various Schedules. The main argument is that the commercial tenant of the ground floor should be liable for a fair proportion of the building-wide costs including the roof, structure, insurance, outside spaces, management and accountancy, and should be responsible for no less than 33.33% of those costs;

   (ii) In further support of (i) above, the Deed of Variation dated 2022 entered into between the Respondent and the commercial ground floor tenant is not enforceable and cannot be applied retrospectively;

   (iii) In yet further support of (i) above, concepts of reasonableness and fairness have not been applied;

(iv) Other items are challenged on the basis that they were unreasonable in amount.

10. It was agreed by the Applicants that issue (i) was an overarching issue which, once determined, would resolve a large number of the items raised in the various Schedules and would dispose of them, given that was the only objection raised within the Schedules in respect of those items.

11. Within issue (iv), the Schedules for the years 2018 to 2026 had other common themes in terms of challenges. Where it was possible to do so, the discussion in relation to those common themes has been grouped together as set out below.

12. Having heard evidence and submissions from the parties and considered all of the documents provided, the tribunal has made determinations on the various issues as follows.

Issue (i): The current apportionment is inconsistent with the terms of the Lease; the commercial tenant should contribute

13. The Applicants make the following arguments: (a) that the apportionment set out within their Lease of 25% is inconsistent with the terms of the commercial Lease for the ground floor unit (as it was before the Deed of Variation); (b) the commercial tenant should be liable for a proportion of the structural repair costs including the roof, as per clause 1.3 of Schedule 2 to the ground floor lease [168], and (c) the commercial tenant has benefited from those repairs yet made no contribution, which is unfair and unreasonable. Overall, the Applicants argue that the contribution they should each be responsible for is a quarter of 66.6% of the overall costs; the commercial tenant should be responsible for 33.3% of those costs.

The tribunal's decision

14. The tribunal does not accept the Applicants' argument that the commercial tenant is indeed responsible for contributing to the costs relating to the whole building or that the suggested apportionment of that contribution should be 33.33%, thereby reducing the residential tenants' apportionment in terms of their contributions. The tribunal determines that the service charges are properly apportioned between the residential leaseholders of the four residential units based on a 25% contribution each for the relevant service charge.

Reasons for the tribunal's decision

15. The Lease for Flats A and B refers to the Property as '402 Richmond Road'. In the First Schedule to the Lease, at paragraph 5, 'Property' is further

defined as meaning the land and buildings of which the Demised Premises form part. The Demised Premises are Flat A or Flat B.

16. The Fifth Schedule to the Lease [86] sets out the lessee's covenants. Paragraph 2 of the Fifth Schedule reads as follows:

'To pay to the Lessor The Maintenance Charge being (subject to the provision of paragraph 9 of the Seventh Schedule) that percentage specified in paragraph 9 of the Particulars of the expenses which the Lessor shall in relation to the Property ***(save for the ground floor structure and foundations)*** *reasonably and properly incur in each Maintenance Year and which are authorised by the Eighth Schedule hereto (including the provision for future expenditure therein mentioned) the amount of the Maintenance Charge to be certified by the Lessor's Managing Agent or Accountant … and FURTHER … The Interim Maintenance Charge …*" (***my emphasis)***

17. The ground floor structure and foundations are expressly excluded from the Maintenance Charge.

18. The percentage specified in paragraph 9 of the Particulars is 25% [69]. This is applicable to both Leases, and it also applies to the other two residential tenants, making up 100% of the charges split between them.

19. The Sixth Schedule sets out the Lessor's Covenants [88] and at paragraph 1 sets out the lessor's repairing obligations in respect of which the Maintenance Charge and the Interim Maintenance Charge can be recovered. Those include: paragraph 1.1 - 'the roofs …', paragraph 1.4 - 'chimney stacks gutters rainwater and soil pipes', paragraph 1.7 - 'all other parts of the Property (excluding the Demised Premises and Other Units) not expressly mentioned in this clause'.

20. The Maintenance Charge therefore includes any expenses relating to the roof as well as the gutters, rainwater and soil pipes, which is relevant in respect of a number of items raised in the Schedules. Each lessee's contribution to the Maintenance Charge is 25%.

21. There is no mention at all within the Lease of the commercial unit on the ground floor. The exclusion of the ground floor and the foundations from the residential Lease clearly contemplated the separation of units between the residential and the commercial units. The split of 25% contribution by each of the four flats, making up 100%, also further supports this separation of contributions.

22. The only part of the Lease which contemplates contributions from the commercial tenant on the ground floor is in relation to the insurance costs of the building. This is expressly dealt with in the Eight Schedule to the

Lease at paragraph 1: the amount that can be charged to the Maintenance Fund in respect of the cost of insuring the Property under clause 4 of Part 1 of the Sixth Schedule is 66.6%. This means that each residential tenant contributes a quarter of 66.6% of the cost of insuring the Property, which has already been mentioned as being defined as the whole building. This would appear to be on the basis that the commercial tenant contributes 33.3% of that insurance cost.

23. It is the Applicants' argument that the above provision referring to 66.6% of the insurance cost being applicable to the residential tenants should translate to all other costs and expenses charged in the Maintenance Fund. Yet, there is no such express provision within the Lease. It cannot be implied given that the express wording of the Fifth Schedule, which deals explicitly with the definition of the Maintenance Charge, refers to paragraph 9 of the Particulars where a 25% contribution is stipulated.

24. The terms of the Lease are very clear. There is nothing within the wording of the Lease which could be interpreted as a contribution of anything other than 25%.

25. The focus of the above discussions is in respect of what the Applicants' leases provide for as that is the guiding document as to the relationship between the Respondent and the Applicants. It is correct that the ground floor lease did stipulate that the Landlord was responsible for repairs to the structure of the building including the roof (Schedule 2) and that by clause 5.7 the Landlord could charge, by way of a service charge, the commercial tenant for those repairs. Whether or not that was at odds with the Applicants' leases matters not, because the terms of the Lease provide for a clear and express 25% contribution by each of the four residential tenants. The anomaly was created within the ground floor lease and remained an issue between the ground floor tenant and the Respondent as the landlord, until rectified by the Deed of Variation (see below). There is no issue based on the Lease between the Respondent and the Applicants.

Issue (ii): The Deed of Variation 2022 in respect of the commercial lease is unenforceable and cannot be applied retrospectively; there was no consultation with the residential tenants

26. The Applicants sought to argue in essence that this Deed of Variation amended the position that existed prior to the Deed and removed the commercial tenant's liability for contributions for repairs to items such as the roof but that this could not be the case given that the Deed of Variation is unenforceable.

The tribunal's decision

27. The Deed of Variation is effective and enforceable. Even if it were not, the relevant provisions governing the relationship between the Respondent and the Applicants are those within the Lease. This argument does not succeed.

Reasons for the decision

28. The Deed of Variation [173] has been signed by the Respondent and a copy has been provided. It has been witnessed. A copy of the version signed by the commercial tenant is at [482] and that too has been witnessed.

29. It is argued by the Applicants that this Deed of Variation is unenforceable on the basis that the same document has not been signed by both parties. It is common conveyancing practice though for signed counterpart copies of the Lease or indeed a Deed of Variation between the parties to be exchanged, with one party holding on to a copy signed by the other and vice versa. There is no legal requirement for one document to be signed by all persons. It has been validly registered with the Land Registry in accordance with the legal requirements. There is no basis for arguing the lack of validity of this Deed of Variation.

30. The original commercial Lease of the ground floor unit (dating back to 2016) did include the roof of the building within the repairing obligations imposed on the Respondent (as discussed above), and consequently could have included the recovery of service charges in respect of any expenses relating to the roof from that commercial tenant. This did not however coincide with the terms of the Lease in respect of Flats A and B which clearly made the four residential tenants liable for the Maintenance Charge in equal shares of 25%. What that meant was that the residential Lease was clear but the ground floor commercial Lease contained an anomaly in this respect.

31. The Deed of Variation was entered into in 2022 between the commercial tenant and the Respondent, on the advice of solicitors, in order to bring the obligations within it in line with the residential leases and rectify the said anomaly. The ground floor structure and the foundations were already excluded from the Maintenance Charge that is defined within the residential lease and the roof and the gutters, etc, were clearly already included in the Lease. The Deed of Variation sought to exclude the roof from the commercial tenant's Lease. That Deed of Variation did not and *could not* seek to amend any terms of the Lease affecting Flat A or B (or indeed the other two flats).

32. As to the argument on the retrospective effect of the Deed of Variation, the tribunal does not accept this argument: it did not and could not seek to

amend the terms of the Lease, whether retrospectively or otherwise. What effect it has on the commercial lease is a matter between the commercial tenant and the Respondent. It is for this reason also that there would have been no requirement to consult with the residential tenants before this variation was effected.

33. The tribunal does not accept that there was reliance on the terms of the commercial lease by Ms Eschbach at the time of purchasing the leasehold to Flat B in 2017, as suggested by her. The terms of the Lease she was signing up to in relation to Flat B were clear. Any anomaly created by the commercial lease and how that might have affected any liability for service charges under the Lease should have been raised at the time of the purchase of the Leasehold.

34. In all the circumstances, and despite the suggestion by the Applicants of some 'foul play' by the Respondent and the commercial unit tenant in order to avoid the costs of the roof being borne by the commercial tenant, the tribunal does not find there is anything untoward in the Deed of Variation and accepts the common sense explanation given for the need for it. There is no evidence on which the tribunal can rely to substantiate this assertion of 'foul play' or indeed any hidden motives.

Issue (iii): Concepts of reasonableness and fairness

35. The Applicants further raised the issue of fairness and reasonableness when arguing that 66.6% should be applied as the relevant charge of any maintenance or other cost or expense to the four residential tenants, thereby leaving 33.3% of all such costs to be borne by the commercial tenant.

The tribunal's decision

36. This argument is rejected.

Reasons for the decision

37. There is nothing within section 19 of the 1985 (which allows the tribunal its discretion to determine if service charges are reasonable) which refers to 'fairness'. Similarly, there is nothing within the Lease which imports the notion of 'fairness' into any particular clause or apportionment, which is the crux of this particular argument. What is clear, having expressly been provided for, is that the contribution of each tenant is 25% of the Maintenance Fund.

38. Reasonableness is a concept found in section 19 of the 1985 Act but the starting point for determining the apportionment of any service charges is found in the Lease. The Lease is clear as to what it intends, namely equal

contributions from all four residential tenants, which for reasons already expressed above is reasonable. The Lease itself does not leave the apportionment share to be determined on any principles of fairness or reasonableness; instead, the share each residential tenant has to contribute is expressly stated as 25%.

Issue (iv): challenges to other items within the Schedules

Buildings insurance is excessive

39. The argument is raised based on alleged excessive premiums which have been going up year on year and it was argued that this was as a result of a lack of repair.

40. This argument is not accepted by the tribunal as it was simply not substantiated on the evidence. There were no major issues with repairs to the property. There was no evidence to show that it was the lack of repairs that resulted in an increase in premiums. There were no alternative quotes obtained by the Applicants.

41. The only evidence in respect of the increases is limited but it comes from the Respondent and it appears to attribute the issue to industry wide increases in premiums and the claim which was made due to open escape of water. As a result of the latter, a number of companies declined to provide a quote at all.

42. The alleged delay in carrying out works to the roof was also mentioned as a factor which led to the increased premiums. There was however not a great deal of evidence in respect of this or any real forensic analysis as to how this might have affected the insurance premiums.

43. When it came to the budgeted costs for the insurance for the years 2025 and 2026, the Applicants conceded this was no longer being challenged on the basis that these were budgeted costs.

Section 20 consultation costs in relation to the roof

44. In addition to the argument that a contribution to these costs should be made by the commercial tenant (which the tribunal has already rejected - see above), the Applicants were raising additional arguments in a number of the Schedules about these costs being unreasonable/excessive and the need for a section 20 consultation which was not met.

45. The Applicants confirmed that in relation to some of the other items of section 20 consultation costs, these were merely apportionment arguments and were therefore determined by issue (i) above.

46. Throughout the course of the hearing, both parties made concessions such that it was no longer necessary for the tribunal to make any determinations in relation to those items for the following reasons:

(i) YE March 2022: Roof repairs - £859 charged to Flats A and B

The Respondent conceded that a section 20 consultation should have been carried out and therefore the maximum that could be charged for this item was £250 each and therefore the corrected charge in the Schedule is agreed at £500 for both properties.

(ii) YE March 2025: section 20 project admin - inconsistency in the contract sum; an excess has been charged

There was a lack of clarity as to the final figures. The Applicants conceded that this did not need to be determined by the tribunal.

(iii) YE March 2025: section 20 roof works - inconsistency in the contract sum in the total approved cost; an excess has been charged

There was again insufficient information as to what was alleged to be the 'excess' or what had finally been approved. The parties did not have sufficient information before the tribunal to show what had been charged and in respect of what. They conceded that this point did not need to be determined.

Accountancy Fees

47. In addition to the apportionment argument (issue (i)) which had been raised in respect of these fees in all of the Schedules from 2018 to 2026, the Applicants also raised additional arguments, namely that the commercial tenant benefits from the fact that the accounts which are prepared are prepared jointly for the commercial and the residential units.

48. The tribunal rejected these arguments as there is no basis for arguing this. These fees have been incurred properly, are reasonable in sum and there is no evidence to indicate that the commercial unit on the ground floor is somehow benefiting from the work to which this charge relates.

Management fees

49. It was argued by the Applicants that the commercial unit gained a benefit from the management fees incurred by the residential tenants in two respects: (i) HML are the managing agents for the residential units only and it is their fee which is borne entirely by the residential tenants but they arrange the insurance premium for all 5 units (including the commercial

unit), and (ii) HML deal with some aspects of repair to the ground floor unit.

50. As a result of these arguments, the Respondent made a concession that in principle the commercial tenant should contribute a proportion of the cost or there should at least be a reduction in the Applicants' contribution to this particular item. The parties were given an opportunity to agree a percentage figure in relation to this but were unable to do so.

51. It fell to the tribunal therefore to determine what that reduction should be. The benefits gained by the commercial tenant are likely to be nominal but they are nevertheless there. The tribunal concluded that a 10% reduction in the overall cost charged to the residential tenants would be reasonable.

52. This 10% reduction should be applied to the service charges years 2018 to 2024 inclusive. Years 2025 and 2026 are budgeted years and no reduction should apply there on the basis that it is not unreasonable to budget for those years in the figures provided.

Outside spaces

53. A number of items were raised in the Schedules concerning the outside communal space which it was argued by the Applicants were being used by the commercial tenant on the ground floor and they were benefiting from using it. On that basis, they should be contributing to the cost of the repairs to the gate, the cleaning, the ground floor camera and the warning sign 'No trespassing', etc.

54. It is not clear to the tribunal on what basis the landlord would be able to charge the commercial unit for that outside space, given that its use was reserved for the residential tenants only. However, it was clear that the commercial tenant did use the outside space which was impacting on the Applicants' use of that same space. For that reason the Respondent was content to concede that a reduction of 20% should be applied to those costs in the Schedules for the incurred service charges for the years from 2018 to 2024. The tribunal does not go behind that concession.

55. For the budgeted years, no reductions are made as these are budgeted costs only and are reasonable.

Fire door safety

56. This relates to one item in the Schedule for the YE March 2025 - fire door safety charged at £210. The Applicants argued that this service had not been provided to them and it was not clear why they had been charged for it.

57. After considering the evidence, the tribunal concluded that insufficient notice was given to Flats A and B of this visit. The invoice suggests all 4 doors to the 4 flats were inspected but they cannot have been because the Applicants did not give access, as they were unable to, having been given insufficient notice. There was no breakdown of charges for the call out either so that it could not be said that charge was reasonably incurred. The Tribunal concluded that nothing was payable by the Applicants in respect of this item.

Budgeted costs

58. The remaining items within the budgeted costs for YE March 2025 and YE March 2026 which are no longer in issue are these: (i) the budgeted building insurance costs are not being challenged by the Applicants in reality; (ii) fire door improvement was conceded by the Respondent as not being chargeable to the Applicants at this stage until the final cost has been incurred, and (iii) the electrical repairs were conceded by the Respondent as not chargeable yet as a section 20 consultation needs to be undertaken.

59. The two remaining items of management fees and accountancy fees were challenged on the same basis of apportionment (issue (i)) which has not been determined in the Applicants' favour and therefore falls away. The amounts budgeted are reasonable as interim figures.

Other miscellaneous concessions

60. In addition to the concessions already set out above, the following were either conceded by the Respondent in the Schedules or during the hearing:

YE March 2018: insurance re-evaluation survey

It was agreed by the Respondent the residential tenants need only pay 66.6% of this cost. The recalculated charge of £186 was accepted as correct.

YE March 2019: Flooding repair in the cellar

It was agreed by the Respondent this cost should not have been charged to the residential tenants. The charge should be £0.

YE March 2023: Scotum's non-descript invoice

The Respondent agreed this had wrongly been charged to the Property. The charge should be £0.

YE March 2025: Insurance re-evaluation survey

The Respondent agreed the corrected charge of £140 in the Schedule was appropriate.

YE March 2025: **Out of hours emergency repairs**

The Respondent agreed this had been incorrectly charged so the amount should be £0.

Costs

61. The Respondent confirmed that no costs (relating to the tribunal proceedings) are to be claimed by him and therefore none are to be added to the service charge account. In the circumstances, the tribunal did not need to consider making an order under section 20C of the 1985 Act.

62. At the end of the hearing, the Applicants made an application for reimbursement of the fees that they paid in respect of the application and the hearing. Having heard the submissions from the parties and taking into account the determinations above, the tribunal does not order the Respondent to refund any fees paid by the Applicants, for the reasons given below.

63. The Applicants' fundamental challenge, which occupied the majority of the hearing time, related to a challenge on apportionment and an argument that the commercial tenant should be contributing towards the costs which have been charged to the residential tenants. The Applicants were unsuccessful in that argument. Bar a few concessions made by the Respondent, the Applicants' arguments were predominantly dismissed by the tribunal. The Respondent should not be reimbursing the Applicants' application and hearing fees.

Name: Judge Vodanovic **Date:** 26.6.2025

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).

APPENDIX:

summary of decisions in relation to each Schedule by year

YE March 2018	Amount charged	Tribunal decision as to reasonable	Reason
Roof repairs	£500	**£500**	Issue (i) rejected
Insurance re-evaluation survey	£280	**£186**	Conceded by R
Repair building gutters	£50	**£50**	Issue (i) rejected
Management fees	£1,008	**£907.2**	Issue (i) rejected but R conceded reduction in principle. Tribunal decided 10% reduction - see paragraphs 50 to 52 of Decision
Accountancy fee	£159	**£159**	Issue (i) rejected Argument in paragraph 48 of Decision rejected

YE March 2019	Amount charged	Tribunal decision as to reasonable	Reason
Flooding repair in cellar	£54	**£0**	Conceded by R - see page 194 of Bundle
Management fees	£1,008	**£907.2**	Issue (i) rejected but R conceded reduction in principle. Tribunal decided 10% reduction - see paragraphs 50 to 52 of Decision
Accountancy fees	£162	**£162**	Issue (i) rejected Argument in paragraph 48 of Decision rejected

YE March 2020	Amount charged	Tribunal decision as to reasonable	Reason
Building structural survey inspection	£125	**£125**	Issue (i) rejected
Clearing of common outside space	£48	**£38.40**	Conceded by R - 20% reduction - see paragraphs 54 and 55 of Decision
Ground floor camera and warning sign	£70	**£56**	Conceded by R - 20% reduction - see paragraphs 54 and 55 of Decision
Outside gate repair	£304	**£243.20**	Conceded by R - 20% reduction - see paragraphs 54 and 55 of Decision
Management fees	£1,071	**£963.90**	Issue (i) rejected but R conceded reduction in principle. Tribunal decided 10% reduction - see paragraphs 50 to 52 of Decision
Accountancy fees	£165	**£165**	Issue (i) rejected Argument in paragraph 48 of Decision rejected

YE March 2021	Amount charged	Tribunal decision as to reasonable	Reason
Drone survey of the roof	£150	**£150**	Issue (i) rejected
Roof water ingress	£60	**£60**	Issue (i) rejected

Outside gate repair	£75	**£60**	Conceded by R - 20% reduction - see paragraphs 54 and 55 of Decision
Clearing of outside space	£105	**£84**	Conceded by R - 20% reduction - see paragraphs 54 and 55 of Decision
Buildings insurance	£677	**£677**	Argument rejected - see paragraphs 40 to 43 of Decision
Management fees	£1,092	**£982.80**	Issue (i) rejected but R conceded reduction in principle. Tribunal decided 10% reduction - see paragraphs 50 to 52 of Decision
Accountancy fees	£168	**£168**	Issue (i) rejected Argument in paragraph 48 of Decision rejected

YE March 2022	Amount charged	Tribunal decision as to reasonable amount	Reason
Roof repairs	£859	**£500**	R conceded - see paragraph 46 of Decision
S.20 roof notice	£90	**£90**	Issue (i) rejected
External gutters repair	£55	**£55**	Issue (i) rejected
Buildings insurance	£786	**£786**	Argument rejected - see paragraphs 40 to 43 of Decision

Management fees	£1,108	**£997.20**	Issue (i) rejected but R conceded reduction in principle. Tribunal decided 10% reduction - see paragraphs 50 to 52 of Decision
Accountancy fees	£171	**£171**	Issue (i) rejected Argument in paragraph 48 of Decision rejected

YE March 2023	Amount charged	Tribunal decision as to reasonable amount	Reason
Roof s 20 management fees	£261	**£261**	Issue (i) rejected
Management fees	£1,208	**£1,087.20**	Issue (i) rejected but R conceded reduction in principle. Tribunal decided 10% reduction - see paragraphs 50 to 52 of Decision
Accountancy fees	£174	**£174**	Issue (i) rejected Argument in paragraph 48 of Decision rejected
Building insurance	£920	**£920**	Argument rejected - see paragraphs 40 to 43 of Decision
Scotums' non-descript invoice	£269	**£0**	R conceded this has been wrongly charged - see page 231 of Bundle

YE March 2024	Amount charged	Tribunal decision as to reasonable amount	Reason
Section 20	£72	**£72**	Issue (i) rejected
Buildings insurance	£920	**£920**	Argument rejected - see paragraphs 40 to 43 of Decision
Management fees	£1,208	**£1,087.20**	Issue (i) rejected but R conceded reduction in principle. Tribunal decided 10% reduction - see paragraphs 50 to 52 of Decision
Accountancy fees	£168	**£168**	Issue (i) rejected Argument in paragraph 48 of Decision rejected

YE March 2025	Amount charged	Tribunal decision as to reasonable amount	Reason
Insurance re-evaluation survey	£210	**£140**	R conceded the correct charge to be £140 - see page 241 of Bundle
s.20 project admin	£332	No determination	See paragraph 46 of Decision
s.20 roof works	£13,722	No determination	See paragraph 46 of Decision
s.20 surveyor fee	£383	**£383**	Issue (i) rejected.
Management fees	£1,317	**£1,317**	These are budgeted costs - see paragraphs 52 and 59 of Decision
Accountancy fees	£220	**£220**	These are budgeted costs - see paragraph 59 of Decision

Out of hours emergency line	£234	**£0**	R conceded this had been incorrectly charged to the property - see page 249 of the Bundle
Fire door safety	£210	**£0**	See paragraphs 56 and 57 of Decision

YE March 2026	Amount charged	Tribunal decision as to reasonable amount	Reason
Building insurance (8 months)	£740	No determination	No longer being challenged on the basis they are budgeted costs - see paragraphs 43 and 58 of Decision
Fire door improvement	£1,500	**£0**	R conceded that nothing was payable until the final cost is obtained so to be removed from budgeted costs - see paragraph 58 of Decision
Electrical repairs	£699	**£0**	R conceded this was not chargeable yet - see paragraph 58 of Decision.
Management fees	£1,363	**£1,363**	These are budgeted costs - see paragraphs 52 and 59 of Decision
Accountancy fees	£192	**£192**	These are budgeted costs - see paragraph 59 of Decision