



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

Case references	:	CAM/26UB/LSC/2023/0043
Property	:	271C Bridge Court, High Street, Waltham Cross, Hertfordshire, EN8 7AT
Applicant	:	Farzana Pabani
Applicant's Representative	:	Angus Gloag, of Counsel
Respondent	:	Pryce Properties Limited
Respondent's Representative	:	Bruce Maunder Taylor FRICS
Type of application	:	Application for determination of liability to pay service charge pursuant to s. 27A Landlord & Tenant Act 1985
Tribunal members	:	Mr Max Thorowgood & Marina Krisko BSc. (EST MAN) FRICS
Venue	:	Marriott Hotel, Waltham Abbey
Date of Decision	:	16 th January 2025

DECISION

1. The application

- 1.1. The Applicant is the lessee of the maisonette known as 271C Bridge Court, High Street, Waltham Cross. She seeks determinations as to the payability of various items included within the service charges payable under her lease for the years March 2019 – March 2024.

2. The building

- 2.1. In order to understand the disputes between the parties it is necessary first to describe the building of which the Applicant's premises are part. The building comprises a parade of shops on the ground floor; separate premises on the first floor which were formerly in use as a snooker hall but have now been converted for use as 5 residential units and are subject to a distinct headlease and are managed by the agents as a single unit; and 5 maisonettes on the second and third floors, of which the Applicant's premises are one. The maisonettes are accessed via a separate enclosed staircase to the right of the building as it is viewed from the road. That staircase passes over the vehicular access to the rear of the building to a terrace from which the maisonettes are accessed. To the rear of the building there is a car park which accommodates 24 vehicles. It is used both by the shops and by the tenants of the residential properties. There is a steel fire escape from all the upper floors into the car park. Whether or not the first floor premises are strictly entitled to access the fire escape was not clearly established on the evidence before us but it was clear in the course of our inspection that in practice there was a door from the first floor, which was open when we inspected, by the means of which the fire escape was accessible.

3. The lease

- 3.1. The original lease of the Applicant's premises is dated 17th August 1976. That lease was extended by the Applicant on 3rd July 2013.
- 3.2. The material provisions of the Applicant's lease are as follows:

“And also paying by way of additional rent a due proportion of the costs of the Landlord of carrying out the works and supplying the services specified in the Fourth Schedule hereto such proportion and amount in case of [... the lease is illegible but it probably says ‘dispute’] to be determined by the Landlords Surveyors for the time being whose decision shall be final and binding on the Tenants such amount shall be assessed on a yearly basis from the second year of

the term and from year to year ... The Landlords surveyors shall before 25th day of March each year produce to the Tenants a certified and audited statement of expenditure incurred by the Landlords under the provisions of the Fourth Schedule hereto in the year ended the preceding 25th December and any deficiency between the amount expended and the amount calculated from the Tenants shall be paid with the other rents due from the Tenants on such day and at that time the Tenants shall pay the sum estimated by the Landlords Surveyors as the amount of the costs for the then current years

And also paying by way of additional rent a sum or sum of money equal to a due proportion of the amount which from time to time the Landlords may expend in effecting or maintaining the insurance of the Building of which the demised premises form ... such proportion and such amount in case of dispute to be determined by the Landlords or their Surveyors for the time being whose decision shall be final and binding on the Tenants ...”

3.3. The works and services specified in the Fourth Schedule are as follows:

- “1. The repair of the common access way and rear car parking area shown edged brown on the plan annexed hereto.
2. The lighting cleansing re-decoration and repair of the common staircase shown edged green on the plan annexed hereto.
3. The lighting cleansing and repair of the common access balcony shown edged green on the plan annexed hereto.
4. The maintenance and repair of the fire escape staircase shown coloured brown on the plan annexed hereto.
5. Maintenance repair and replacement (if required) of the boundary fence surrounding the area shown edged brown on the plan annexed.”

4. Apportionment

- 4.1. The key area of disagreement between the parties is as to the apportionments made by the Respondent’s surveyor of the costs incurred.
- 4.2. The approach which should be adopted by the Tribunal to disputes of that sort has recently been the subject of significant decisions by the Supreme Court and the Upper Tribunal namely: *Aviva Investors Ground*

Rent GP Ltd v Williams [2023] UKSC 6 and *Hawk Investment Properties Ltd v Eames* [2023] UKUT 168 (LC).

- 4.3. The Respondent accepts that it is the effect of these decisions that the terms of the lease which provided that the decision of its surveyor should be binding on the Applicant are to be disregarded pursuant to Landlord and Tenant Act 1985 s.27A(6).
- 4.4. According to *Hawk* the first question for us is whether the apportionments which have been made by the Respondent's surveyor are in accordance with the terms of the lease. In this case, that means the first question is whether the proportions which have been demanded of the Applicant are 'due'. In our view the word 'due' in this context is to be interpreted as, fair or reasonable.
- 4.5. The question whether the apportionment was 'reasonable' is to be distinguished from whether it was 'rational' in the manner explained by Lord Sumption in *Hayes v Willoughby* [2013] UKSC 17 at 14, namely that reasonableness is concerned with the outcome of a person's thoughts and intentions, namely, whether a hypothetical reasonable person would have reached the decision which the Respondent did; that is an open-ended and flexible test.
- 4.6. Our assessments in each case insofar as they are required in relation to this issue are explained in our responses to each challenged item of expenditure are set out in the Scott Schedule which is annexed hereto.

5. Provision of information

- 5.1. A number of the original disputes between the parties have now been resolved as a result of information requested by the Applicant having, belatedly, been provided by the Respondent. However, it was a feature of the hearing before us that it proved impossible, despite the Respondent's assurances to the contrary, for either the Applicant or the Respondent's agent's representative to access the Respondent's portal to which it said the documents requested by the Applicant had been

uploaded. Failures of this sort needlessly increase the extent of disputes of this sort and damage the relationship between the parties and are evidence of unreasonable conduct by the landlord. Tenants are entitled by virtue of s. 22 Landlord & Tenant Act 1985 to be afforded reasonable facilities to inspect the documents which are said to support the sums identified in the accounts.

6. Conclusions

- 6.1. Our conclusions as a matter of principle in relation to the outstanding issues revealed by the Revised Scott Schedule filed by the parties pursuant to our directions. It will be for the parties to make and we hope agree upon the necessary calculations.

APPENDIX 1- RIGHTS OF APPEAL

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

UPDATED SCHEDULE PER ORDER DATED 16th JANUARY 2025 – TRIBUNAL'S DECISION

DISPUTED SERVICE CHARGES S/C YEAR ENDED 2019

Case Reference: **CAM/26UB/LSC/2023/0043** Premises: **271c Bridge Court, Waltham Cross, Herts, EN8 7AT**

ITEM	COST	TENANT'S COMMENTS	LANDLORD'S COMMENTS	LEAVE BLANK (FOR THE TRIBUNAL)
Block 271 – Cleaning Item 1	2103.91	<p>This is excessive. Monthly invoices include for car park litter pick. Should be excluded. Cleaning amount for 7 flats in block should be no more than £500 pa based on similar properties. Invoices include items relating to the car park eg litter pick and refuse clearance. This is not Block 271 service charge. Should be apportioned correctly.</p> <p>A submits that the cost be apportioned</p>	<p>The cleaning is carried out weekly. The invoices are delivered monthly. Occasionally there are one off for extras depending on the circumstances. The total cost for the year equates to just under £44 per visit (based on 48 visits) whereas the proposed £500 p.a. would be a little over £10 per visit. The same cleaners have been in place for all of the years in issue, in one of those years comparison quotations were obtained, the existing cleaners were the cheapest. The invoices separately identify the charge for the residential common parts and the charge for the car park and are apportioned to the expense schedule accordingly. Note in 2017 the charge was £2068, in 2018 it was £1,948.</p> <p>No additional comments.</p>	<p>We recorded that we were told by the Applicant that this item was not in dispute during the course of the hearing. It was not the purpose of the directions which we gave after the hearing, which required the Applicant to identify the matters remaining in dispute, to enable the Applicant to resile from concessions which she had already made. The purpose was to enable further matters to be resolved as a result of the further information to be provided by the Respondent. It is not open to the Applicant to resile for those concessions now. To permit her to do so would be unfair to the Respondent who was entitled to rely upon those concessions.</p>

		50% to the Block (apportioned 1/7 th to each leaseholder) and 50% to the car park (apportioned 4% or 1/25 th) as invoices show car park cleaning and litter pick being carried out.		
Block 271 – Refuse Collection Item 2	751.73	<p>This is incorrectly apportioned to block 271 instead of the car park & shops. (The amount charged for the refuse collection in the car park is only £133.87). I would not expect this cost to be more than £100.</p> <p>A submits that refuse collection which, as witnessed at the site inspection, includes recurring fly-tipping, should be entirely placed in the car park</p>	<p>The amounts apportioned between block 271 and the car park depends on where the rubbish has been left, the quantity and type. Fly tipping in the car park tends to be smaller items and rubbish in black bin liners. Rubbish left on the balconies and in the common parts tend to be redundant white goods, beds and the like. Noted that Mr Pabani does not challenge the cost merely the apportionment. No basis of calculation or evidence is given for his suggestion of £100 being apportioned to block 271. Attached is correspondence between HML and the applicant's managing agent about dumped rubbish, in and around the common parts, claimed to have come out of flat 271c. Also attached is a copy of a general letter dated 15 February 2019 to all Lessees about items being left in cupboards and communal landings.</p>	<p>This does not seem to be reasonable. On our inspection it seemed to be clear that the bulk of the work was attributable to rubbish being left in the car park.</p> <p>The correct apportionment seems to us to be 50:50.</p>

		schedule and that the correct apportionment is 4% per the car park schedule.	No additional comments.	
Block 271 – Pest Control Item 3	300.00	<p>No invoices provided. This amount has been charged/apportioned incorrectly and appears to be a duplication - should be removed. The pest control charge that appears in the accounts for the car park is zero. Assume pests are located in car park and by those bins and not on the 2nd floor.</p> <p>A submits that as is plain, the source of vermin stems from the bins in the car park. A submits this cost should be apportioned 4% per the car park schedule and the</p>	<p>It is denied that this invoice has not been provided to the Applicant and attached is a copy taken directly from the invoices which can be accessed from the Portal for this building. It is not a duplication. Vermin eradication is a particular problem at Bridge Court. Either from dumped rubbish or the bin store. They climb up the pipes and have been found nesting in meter cupboards when doors have been left unlocked or damaged. It was then found that the vermin were, in places, chewing insulation of electric wires/cables and chewing holes in pipes and/or timber areas. It is submitted that costs have been properly apportioned between 271 block and car park.</p> <p>No additional comments other than it is submitted that pests and vermin do not come from a particular location such as the car park, the adjoining premises, or some other breeding ground. It is not the venue of origin which is important: it is where they can find warmth and access to food which is important.</p>	It is our view, and in this respect we rely particularly upon the expert knowledge of Ms Krisko, that the Applicant is correct: control of vermin begins in the car park where the vast bulk of the food is to be found. Insofar as rodent may nest elsewhere and/or cause damage elsewhere, the source of the problem is food waste in the car park, so the cost should be apportioned in its entirety to the car park.

		pest control item be removed from Block 271 schedule altogether and placed in the car park schedule.		
Block 271 – General Repairs Item 4	1780.00	<p>Cannot reconcile as no invoices provided. Cost for this seems excessive for 7 flats and would expect total to be no more than £700.</p> <p>Please provide breakdown of the cost and to what it relates and confirm whether the amount covers car park, flats & shops below.</p> <p>A submits that this work was already carried out in 2019 by Offeld Services [103] together with other door maintenance work [98,101,102].</p>	<p>Attached is the invoice for £1,780 which has been provided to the Applicant and is on the Portal. The doors to the common entrance hall and staircase, then onto the rear access balcony, are frequently damaged either by residents (visitors who have forgotten or do not have access codes with them), or by local vagrants who occasionally gain access (particularly during cold/winter periods) for night time occupation in the entrance hall. Attached is correspondence with the Applicant about access codes and a copy of the pyramid solutions invoice for the two doors.</p> <p>The Respondent submits that damage to doors is not a one-off occurrence but a continuing occasional problem.</p>	There is no duplication. The doors are damaged occasionally and required to be repaired. This sum is payable in full.

		<p>This is detailed in Item 7 “Doors Maintenance” below.</p> <p>A submits that the invoice for Pyramid Solutions Ltd [97] from E Montagnino is not a recoverable invoice and should be removed from the service charge altogether.</p>		
<p>Block 271 – Electrical Repairs</p> <p>Item 5</p>	186.00	<p>Cannot reconcile as no invoices provided.</p> <p>Please provide breakdown of the cost and to what it relates and confirm whether the amount covers car park, flats & shops below.</p> <p>A submits that this invoice [98] is already accounted for in item 7 below (Doors</p>	<p>Attached is a copy of the invoice which has been sent to Mr Pabani and is on the Portal. That invoice sets out the work carried out and the basis of the charge which was for electrics serving the block 271. The Applicant’s proportion of this invoice is £26.57.</p> <p>This is a separate invoice in relation to the electrics as distinct from a door mechanism.</p>	There is no duplication this sum is payable for the reasons given by the Respondent.

		Maintenance) and should therefore be removed.		
<p>Block 271 – Drains, gutters & pipes</p> <p>Item 6</p>	2501.89	<p>Cannot reconcile as no invoices provided.</p> <p>Please provide breakdown of the cost and to what it relates and confirm whether the amount covers car park, flats & shops below.</p> <p>Appears very excessive as already another amount of £996.81 charged separately for car park.</p> <p>I do not believe the 2501.89 relates solely to Block 271 and should therefore be apportioned correctly.</p> <p>A submits that the total drainage cost</p>	<p>Attached are two invoices which have been provided to Mr Pabani and are on the Portal. These are the main invoices apportioned between the schedules following a report of drains overflowing. They were cleared, an investigation carried out, and repairs found to be necessary.</p> <p>As stated above, the cost was apportioned between the schedules.</p>	<p>This cost relates to the whole estate, 263-271, and should be apportioned accordingly.</p>

		of £3,498 (£714 + £2,784) [99,100] should be apportioned 1/17th as the repair relates to the drainage system serving entire building. The invoices confirm this.		
Block 271 – Doors Maintenance Item 7	1642.00	<p>Cannot reconcile as no invoices provided.</p> <p>Please provide breakdown of the cost and to what it relates and confirm whether the amount covers car park, flats & shops below.</p> <p>A submits that the total spent on the door maintenance (locks & frame) as provided from the 2019 invoices [98,101,102,103] is £1,374 (£186 + £96 + £108 + £984) and</p>	<p>Attached are the three main invoices for this item which have been sent to Mr Pabani and are on the Portal. It is confirmed that these relate to Block 271.</p> <p>No additional comments.</p>	These costs were incurred because of damage to the doors and are payable.

		not £1,642. The difference of £268 should be removed from the service charge.		
Block 271 – management fees Item 8	2191.80	<p>This equates to £182.64 per flat (if 8.3333% is used per the invoicing). This is excessive as the management relates to areas beyond the block such as the shops and the car park. I would expect the management fee to be correctly apportioned for Block 271. On this basis I calculate that the total for Block 271 should be no more than £613.70 (£87.67 per flat).</p> <p>A submits that as a large part of the management work relates to the car park, the management fee should correctly be</p>	<p>The budget report with the percentages applied to the different schedules is attached to the Witness Statement of Paulette Holder. The Management fees are apportioned on the basis that each Lessee in the building is debited with an equal share of the total management fee, that is: 7 flats, 4 shops and the first floor premises which are held on one Lease, originally the snooker hall and now sub let as 5 additional flats. On that basis, each Lessee is debited with 8.3333% of the management fee. It is submitted that that is a fair and reasonable apportionment.</p> <p>No additional comments save for submissions made separately about scheduled apportionments.</p>	<p>This is a small but relatively complex estate which requires considerable management input. In this context, and given the proximity to London the price per unit is reasonable in our professional experience, and has been reasonable apportioned.</p> <p>It is noted that there is rightly no complaint made by the Applicant about the quality of the service provided by the managing agent which in our view was, in the main, good.</p>

		apportioned 50% to the car park (apportioned 4% per flat) and 50% to the flats & shops (apportioned 8.3333%).		
Block 271 – Insurance – Buildings Item 9	2633.10	<p>This appears to be an error and should be removed as does not appear to be solely attributable to Block 271. I would expect the actual to be circa £800 as it was in 2023.</p> <p>A respectfully submits that the buildings insurance has not been competitively tendered as R has conceded that R procured through a broker and accepted quotes which included commission backed arrangements to the broker and to R. A submits R did not</p>	<p>The Tribunal is referred to the income and expenditure statement for the year showing that the total insurance premium was £6,810.98 and apportioned with £4,177.88 charged to the 4 shops and the first floor premises, £2,633.10 apportioned to block 271. The applicant appears to be submitting that the £2,633.10 is the total of the insurance premium and that it has not been apportioned. That is incorrect. The Applicants suggestion of an insurance premium of £800 appears to have been taken from the 2023 accounts. Page 3 of those accounts identifies the budget for Block 271, budgeted at £2,878 and charged at £822. Page 4 shows the charge for the commercial element budgeted at £7,104 and charged at £1,042 and page 8 shows building insurance pre-payments of £7,356. The sum of £822 was not the total insurance cost for one year, it was adjusted by accruals and pre-payments. It is submitted that no reasonable person</p>	<p>The Landlord has retained a broker in order to try to find the best price and terms available. That was reasonable and the price and its apportionment are both reasonable. This sum is payable.</p>

		procure competitively and as the cost is higher than £250 per leaseholder this should be limited to £250.	would contemplate an insurance cost for these 7 two storey flats aggregating to £822 for a full year and that if the accounts are read as a whole document, the accrual and pre-payment adjustments are clear. Submitted that correct apportionment has taken place, that it is reasonable for a landlord to rely on professional brokers to obtain competitive quotations, and there is no alternative quotation from the Applicant.	

SCHEDULE

DISPUTED SERVICE CHARGES S/C YEAR ENDED 2020

Case Reference: **CAM/26UB/LSC/2023/0043** Premises: **271c Bridge Court, Waltham Cross, Herts, EN8 7AT**

ITEM	COST	TENANT'S COMMENTS	LANDLORD'S COMMENTS	LEAVE BLANK (FOR THE TRIBUNAL)
Block 271 – Cleaning Item 10	1451.88	This is excessive. Monthly invoices include for car park litter pick. Should be excluded. Cleaning amount for 7 flats in block should be no more	The invoices are apportioned between the car park and block 271. Monthly invoices are weekly cleaning. No evidence provided for alleged charges of similar properties and respondent therefore denied an opportunity of checking that assertion. No additional comments.	It was agreed in the course of the hearing that there should be no challenge to this item. It is not permissible for the Applicant to resile from that concession for the reasons explained above.

		<p>than £500 pa based on similar properties. Invoices include items relating to the car park eg litter pick and refuse clearance. This is not Block 271 service charge. Should be apportioned correctly.</p> <p>A submits that the cost be apportioned 50% to the Block (apportioned 1/7th to each leaseholder) and 50% to the car park (apportioned 4% or 1/25th) as invoices show car park cleaning and litter pick being carried out.</p>		Car park is now separately itemised.
<p>Block 271 – Refuse Collection</p> <p>Item 11</p>	361.43	This is incorrectly apportioned to block 271 instead of the car park. (The amount charged for the refuse collection	The Applicant has shown the two apportionment figures. It is denied that they have been incorrectly apportioned. No evidence has been offered for the applicant's assertion of £100. Noted that the total cost is not challenged merely the apportionment.	See item 2 above.

		<p>in the car park is £201.37). I would not expect this cost to be more than £100.</p> <p>A submits that refuse collection which, as witnessed at the site inspection, includes recurring fly-tipping, should be entirely placed in the car park schedule and that the correct apportionment is 4% per the car park schedule.</p>	No additional comments.	
<p>Block 271 – Pest Control</p> <p>Item 12</p>	559.33	<p>This amount has been charged/apportioned incorrectly and appears to be a duplication - should be removed. The pest control charge that appears in the accounts for the car park is £562.57. Assume pests are</p>	<p>The income and expenditure statement of the accounts shows that the total cost is £1,122 apportioned for the different figures as stated by the Applicant; there is no duplication. As stated earlier the vermin travels up pipes and cables and is attracted to nesting places at high level, probably less disturbance and possibly where there is access into flats for food.</p> <p>No additional comments.</p>	See item 3 above

		<p>located in car park and by those bins and not on the 2nd floor.</p> <p>A submits that as is plain, the source of vermin stems from the bins in the car park. A submits this cost should be apportioned 4% per the car park schedule and the pest control item be removed from Block 271 schedule altogether and placed in the car park schedule.</p>		
Block 271 – General Repairs Item 13	2844.00	<p>Cannot reconcile from invoices provided. Cost for this seems excessive for 7 flats and would expect total to be no more than £700.</p> <p>Please provide breakdown of the</p>	The invoices have been sent to the Applicant and are available on the Management Portal. It is clear that the Applicant has inspected these and listed some of them below. The water main repair was in the bin store and was the water main rising up to the flats. No evidence given to support the Applicant's assertion that £700 is adequate.	<p>It is conceded that the tree surgery should correctly have been apportioned to the car park and that the debt collection invoice should be removed.</p> <p>Otherwise the costs have been correctly apportioned and are payable.</p>

		<p>cost and to what it relates and confirm whether the amount covers car park, flats & shops below.</p> <p>Appears to include tree surgery invoice (£960), PDC debt collection invoice (£205) and Cascadia water main repair (£864). None of these relate to the Block 271. Please also explain the water mains repair as other invoices for similar work in 2021.</p> <p>A submits that the tree surgery invoice [104] of £960 be correctly apportioned per the car park schedule (4%) and not 1/7th as the tree is located in the car park by the boundary wall.</p>	<p>Conceded that tree surgery invoice should have been debited to the car park schedule. Conceded that the debt collection invoice be removed. Otherwise no additional comments.</p>	
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		<p>A asserts that R conceded at the Tribunal that the PDC (Property Debt Collection) invoice of £205 be removed from the service charge.</p> <p>A submits that the remainder of the general repairs of £1,679 (after removing aforementioned amounts) includes a Cascadia Water invoice (water main repair) dated 7/9/20 for £864 which should be apportioned 1/17th and not 1/7th as it relates to the entire property and states this on the invoice. A acknowledges that whilst this is not in the bundle it was disclosed by R as part of an email attachment.</p>		
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<p>Block 271 – management fees</p> <p>Item 14</p>	2249.52	<p>This equates to £187.45 per flat (if 8.3333% is used per the invoicing). This is excessive as the management relates to areas beyond the block such as the shops and the car park. I would expect the management fee to be correctly apportioned for Block 271. On this basis I calculate that the total for Block 271 should be no more than £629.87 (£89.98 per flat).</p> <p>A submits that as a large part of the management work relates to the car park, the management fee should correctly be apportioned 50% to the car park (apportioned 4% per flat) and 50% to the flats & shops</p>	<p>Please see submissions in respect of management fees for 2019. There is no duplication and apportionment has been properly calculated as shown.</p> <p>No additional comments save for general submissions on apportionment. See separate document.</p>	See item 8 above.
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		(apportioned 8.3333%).		
<p>Block 271 – Insurance – Buildings</p> <p>Item 15</p>	1771.82	<p>This appears to be an error and should be removed as does not appear to be solely attributable to Block 271. I would expect the actual to be circa £800 as it was in 2023.</p> <p>A respectfully submits that the buildings insurance has not been competitively tendered as R has conceded that R procured through a broker and accepted quotes which included commission backed arrangements to the broker and to R. A submits R did not procure competitively and as the cost is higher than £250 per leaseholder this</p>	<p>The Tribunal’s attention is drawn to the service charge and expenditure account on page 1. The total premium is £6,043.02 of which £4,271.20 was debited to the shops and £1,771.82 to Block 271. No supporting evidence for the Applicants assertion that £800 is adequate.</p> <p>No additional comments.</p>	See item 9 above.

		should be limited to £250.		
Car Park – Cleaning Item 16	808.88	<p>There is already a charge of £684 plus VAT (£821) in the E&P cleaning invoices. See above – it should be excluded from block 271 as it is a duplicate charge.</p> <p>A submits that the apportionment of total cleaning costs should be apportioned 50% to the Block (apportioned 1/7th or 14.2857%) and 50% to the car park (apportioned 1/25th or 4%) as invoices show car park cleaning and litter pick being carried out. (Please see also A's comments in Item 10.)</p>	<p>The Tribunal's attention is drawn to the income and expenditure statement on page 1 of the accounts. The total cleaning cost was £2,260.80 of which £808.92 was debited to the car park schedule and £1,451.88 to the block 271 schedule and the apportionments made accordingly. There is no duplication, this is merely an apportionment correctly made.</p> <p>No additional comments.</p>	See item 10 above. This item has been reasonably apportioned and is payable.

SCHEDULE

DISPUTED SERVICE CHARGES S/C YEAR ENDED 2021

Case Reference: **CAM/26UB/LSC/2023/0043** Premises: **271c Bridge Court, Waltham Cross, Herts, EN8 7AT**

ITEM	COST	TENANT'S COMMENTS	LANDLORD'S COMMENTS	LEAVE BLANK (FOR THE TRIBUNAL)
Block 271 – Cleaning Item 17	1509.52	<p>This is excessive. Monthly invoices include for car park litter pick. Should be excluded. Cleaning amount for 7 flats in block should be no more than £500 pa based on similar properties. Invoices include items relating to the car park eg litter pick and refuse clearance. This is not Block 271 service charge. Should be apportioned correctly.</p> <p>A submits that the cost be apportioned</p>	<p>The Applicants merely re-state what they have stated for previous years. The Tribunal's attention is drawn to page 1 of the income and expenditure statement. The total cleaning bill was £2,318.40 apportioned to £808.88 for the car park and £1,509.52 to block 271. There is no duplication, the apportionment has been correctly carried out. The £500 asserted by the Applicant has no evidence or reasoning in support.</p> <p>No additional comments.</p>	<p>This has been apportioned, see below. There is no basis to challenge that apportionment is unreasonable.</p> <p>The Applicant is not entitled to resile from the concession made at the hearing for the reasons explained at item 1 above.</p>

		50% to the Block (apportioned 1/7 th to each leaseholder) and 50% to the car park (apportioned 4% or 1/25 th) as invoices show car park cleaning and litter pick being carried out.		
Block 271 – Refuse Collection Item 18	827.62	<p>This is incorrectly apportioned to block 271 instead of the car park. (The amount charged for the refuse collection in the car park is £444.38). I would not expect this cost to be more than £100.</p> <p>A submits that refuse collection which, as witnessed at the site inspection, includes recurring fly-tipping, should be entirely placed in the car park schedule and that</p>	<p>The Tribunal’s attention is drawn to the income and expenditure statement on page 1 of the accounts. The total cost was £1,272 apportioned to £444.38 to the car park and £827.62 to block 271. The apportionment is correct and there is no support to the applicant’s assertion that £100 would be adequate.</p> <p>No additional comments.</p>	See Item 2 above.

		the correct apportionment is 4% per the car park schedule.		
Block 271 – Pest Control Item 19	446.96	<p>This amount has been charged/apportioned incorrectly and should be removed. The pest control charge that appears in the accounts for the car park is £249.04. Assume pests are located in car park and by those bins.</p> <p>A submits that as is plain, the source of vermin stems from the bins in the car park. A submits this cost should be apportioned 4% per the car park schedule and the pest control item be removed from Block 271 schedule altogether and</p>	<p>The Tribunal’s attention is drawn to income and expenditure statement page 1 of the accounts. The total cost is £696 apportioned £249.04 to the car park and £446.96 to the block 271. The applicant is incorrect in asserting the vermin are in car park, the vermin infestation may originate on the ground floor but establishes itself at upper levels where it can find a place to nest, warmth and protection from the rain, and access to food source.</p> <p>No additional comments.</p>	See Item 3 above.

		placed in the car park schedule.		
Block 271 – General Repairs Item 20	2712.00	<p>Cannot reconcile from invoices provided. Cost for this seems excessive for 7 flats and would expect total to be no more than £700. Please provide breakdown of the cost and to what it relates and confirm whether the amount covers flats & shops below. There is also another water main repair invoice (£834 - Cascadia) which covers more than Block 271. This should not be included in General Repairs for Block 271 if it has been.</p> <p>Following the joint site inspection, A submits that any repairs to water mains be should be</p>	<p>The water main that was repaired serves the flats and is separate from the water main to the commercial parts of the property.</p> <p>No additional comments.</p>	The apportionment is reasonable and there is no challenge to the cost. This item is payable.

		<p>apportioned 1/17th as they relate to the entire property.</p> <p>It is accepted that the relevant invoice for Cascadia water (20/01/21 Invoice Ref: 9081) for £834 is not in the bundle however, should be apportioned 1/17th and not 1/7th.</p>		
<p>Block 271 – Professional Fees – Fixed management fees & other management fees</p> <p>Item 21</p>	2339.52	<p>This equates to £194.95 per flat (if 8.3333% is used per the invoicing). This is excessive as the management relates to areas beyond the block such as the shops and the car park. I would expect the management fee to be correctly apportioned for Block 271. On this basis I calculate that the total for Block 271 should be no more than £655.07 (£93.58 per flat).</p>	<p>This is in respect of HML's Management fee and similar observations apply as have been made in previous years about the management fees.</p> <p>No additional comments other than general submissions on apportionment.</p>	See Item 9 above.

		A submits that as a large part of the management work relates to the car park, the management fee should correctly be apportioned 50% to the car park (apportioned 4% per flat) and 50% to the flats & shops (apportioned 8.3333%).		
Block 271 – Survey Fees Item 22	1654.00	Cannot reconcile cost from invoices provided. Cost for this seems excessive for 7 flats. Please provide breakdown of the cost and to what it relates and confirm whether the amount covers flats, car park & shops below. Cubit Consulting Defects Report Fee of £1434 appears to cover more than just communal area for	There are two invoices for Cubit £1,434.00 and for Peter Thomas £220.00. This arose when cracks started opening up in the structure of the upper part and one of the flat tenants complained. Despite the brickwork being within the demise of each flat, it was not known whether the whole structure was affected or merely the brickwork to one flat. It is submitted that, in those circumstances, it was proper and reasonable for the Landlord to obtain technical reports, make a protective insurance claim and, finding that the damage was limited to the brickwork in the upper part, charged the cost to block 271. Copy two invoices attached. No additional comments.	It is accepted that the survey was required because there was a concern that the whole structure might be affected. Therefore the survey was for the benefit of the entire building and should be apportioned accordingly as the Applicant claims.

		<p>7 flats. Please advise. If no invoices please remove cost from service charge or apportion correctly.</p> <p>The Tribunal may consider that the correct approach should be to apportion this cost 1/17th and not 1/7th as the costs/reports (stated in the paragraphs above) relate to the structure of the entire building.</p>		
Block 271 – Insurance – Buildings Item 23	2026.09	<p>This appears to be an error and should be removed as does not appear to be solely attributable to Block 271. I would expect the actual to be circa £800 as it was in 2023.</p> <p>A respectfully submits that the</p>	<p>Comments as before, but, for clarification, total building insurance £6,910.16 apportioned £4,884.07 to the commercial elements and £2,026.09 to block 271. Submitted that £800 is unsupported by evidence and unrealistic.</p> <p>No additional comments.</p>	See Item 10 above.

		buildings insurance has not been competitively tendered as R has conceded that R procured through a broker and accepted quotes which included commission backed arrangements to the broker and to R. A submits R did not procure competitively and as the cost is higher than £250 per leaseholder this should be limited to £250.		
Block 271 – Sundry Item 24	469.82	Cannot reconcile cost from invoices provided. Cost for this seems very excessive. Please provide breakdown of the cost. I would expect this cost to be minimal (under £50). If this includes the HML admin fee invoice	This is partly a charge by HML for Section 20 procedures for the car park re-surfacing and fire doors and partly for postage. Denied that the S.20 consultation procedures were erroneous. Attached one invoice. No additional comments.	There is no evidence that the s. 20 notice were issued erroneously or that the process was not conducted correctly. The costs of the are accordingly recoverable. There is no evidence that the other costs were unreasonably incurred or unreasonable in amount. However, the apportionment between car park and flats seems to

		<p>of £426 to issue erroneous s20 Notices to all leaseholders it should be removed.</p> <p>A submits that following evidence given at Tribunal the charge of £426 (referenced in above paragraphs) is not a sundry expense and should be removed from the service charge as it relates to HML's fees for administration regarding a s20 notice which A was not properly consulted on.</p>		<p>be erroneous insofar as the costs seem to have related to 50% to the car park and 50% to the doors. The costs should therefore be split equally.</p>
<p>Car Park – Cleaning</p> <p>Item 25</p>	808.88	<p>There is already a charge of £684 plus VAT (£821) in the E&P cleaning invoices. See above – it should be excluded from block 271 as it is a duplicate charge.</p>	<p>For reasons already given in previous years this is submitted to be a fair apportionment of a reasonable cost.</p> <p>No additional comments.</p>	<p>See above.</p>

		<p>A submits that the apportionment of total cleaning costs should be apportioned 50% to the Block (apportioned 1/7th or 14.2857%) and 50% to the car park (apportioned 1/25th or 4%) as invoices show car park cleaning and litter pick being carried out. (Please see also A's comments in Item 10.)</p>		
<p>Block 271 – General Reserve</p> <p>Item 26</p>	1170.00	<p>This should already have been removed as not permitted by leases. Please confirm that this is the case.</p> <p>A submits that this be removed from the service charge as not recoverable in the leases. R has removed the same in other years.</p>	<p>Agreed that there is no provision in the Lease for this but other Lessees are making voluntary payments as they are unable to pay a whole amount in one particular year.</p> <p>Already conceded as stated above.</p>	See Item 1 above.

<p>Block 271 – Health & Safety</p> <p>Item 27</p>	<p>706.80</p>	<p>Cannot reconcile cost from invoices provided. Cost for this seems very excessive. I would expect no more than £150 if attributable to the common parts of Block 271. Please provide breakdown of the cost. If no invoice, please remove from Block 271 service charge.</p> <p>A observes that the rear staircase appears to enter one property on the first floor. R’s approach to the first floor is to treat it as a single lease. Therefore A submits that this cost is incorrectly apportioned as it relates to health & safety & fire safety of the entire property including means of escape (common rear</p>	<p>There are two invoices, one for £605 and one for £102 copies of both attached.</p> <p>It is accepted that, on inspection, a door from what would appear to be a single unit at first-floor level had been formed on to the rear fire escape. However, the lease for the first floor does not contain an included right in the First Schedule (Rights Granted) for use of that rear fire escape. It is submitted that the intention of the fire escapes has always been in regard to the premises on the second and third floors.</p>	<p>It seems likely that the absence of a formal right of access from the First Floor unit to the fire escape is either a mistake or the result of a subsequent addition of the fire escape. Either way, the fact that there is now a means of access from the first floor to the fire escape very probably indicates a recognition that such access was desirable, if not necessary, in order for the use of the first floor to be safe.</p> <p>However, dangerous as it may seem that the first floor flats should not have access over the fire escape from the second floor and despite the fact that it seems that in practice there is access from the first floor to the stairs, the lessee currently has no right of access over those stairs and ought not to therefore to be charged with their maintenance.</p> <p>Given that access is apparently being gained unlawfully, it would seem that it ought to be possible for the landlord to negotiate terms with the lessee of the first floor to resolve this conundrum. However, until such negotiations have been</p>
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		staircase and access onto the car park). A submits that this cost should correctly be apportioned 1/17th and not 1/7th.		completed it is not appropriate to apportion this cost across the whole building.

SCHEDULE

DISPUTED SERVICE CHARGES S/C YEAR ENDED 2022

Case Reference: **CAM/26UB/LSC/2023/0043** Premises: **271c Bridge Court, Waltham Cross, Herts, EN8 7AT**

ITEM	COST	TENANT'S COMMENTS	LANDLORD'S COMMENTS	LEAVE BLANK (FOR THE TRIBUNAL)
Block 271 – Cleaning Item 28	1603.00	This is excessive. Monthly invoices include £57 + VAT (£821) for car park litter pick. Should be excluded. Cleaning amount for 7 flats in block	Observations made in previous years apply to this year. With regard to the first floor snooker hall which has been converted into 5 flats, they have their own entrance hall and staircase which is not part of the common parts for block 271 and they do their own cleaning, lighting etc. The snooker hall lease remains in place, the five flats are sub-leased with no direct contracts with the Respondent. No additional comments.	See Item 1 above.

		<p>should be no more than £500 pa based on similar properties. £821 has been incorrectly charged (duplicated) as it applies to the car park (see below). Please also confirm whether the amount covers flats below as it appears to cover the same area used in common with the 5 flats below. Should be apportioned correctly.</p> <p>A submits that the cost be apportioned 50% to the Block (apportioned 1/7th to each leaseholder) and 50% to the car</p>		
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		park (apportioned 4% or 1/25 th) as invoices show car park cleaning and litter pick being carried out.		
Block 271 – Refuse Collection Item 29	1315.00	This is incorrectly charged to block 271 instead of the car park. The amount charged for the refuse collection in the car park is £93. In 2023 the corresponding amounts charged were £372 for the block and £1674 for the car park. Please amend accordingly. I would not expect it to be more than £100.	This has been correctly apportioned. Noted that it is only apportionment that is in issue not the overall charge. Submitted that the Applicant's submission of £100 is unsupported and unrealistic. The different apportionment for 2023 is irrelevant to the circumstances of 2022. No additional comments.	See Item 2 above.

		A submits that refuse collection which, as witnessed at the site inspection, includes recurring fly-tipping, should be entirely placed in the car park schedule and that the correct apportionment is 4% per the car park schedule.		
Block 271 – Pest Control Item 30	522.00	This amount has been charged incorrectly and should be removed. It is exactly 3 times £174 which is the pest control charge that appears in the accounts for the car park. Assume pests are located in	No additional observations to those made for previous years. No additional comments.	See Item 3 above.

		<p>car park and by those bins.</p> <p>A submits that as is plain, the source of vermin stems from the bins in the car park.</p> <p>A submits this cost should be apportioned 4% per the car park schedule and the pest control item be removed from Block 271 schedule altogether and placed in the car park schedule.</p>		
<p>Block 271 – Door Entry Maintenance</p> <p>Item 31</p>	360.00	<p>Please confirm what this amount relates to as not apparent from invoices supplied. If no invoice please</p>	<p>Attached is the invoice for £360 from HML for fire door inspections which was available from the copies provided to the applicant and on the management portal.</p> <p>No additional comments.</p>	<p>This item is no longer apparently in dispute and is accordingly payable.</p>

		remove.		
Block 271 – Electrical Repairs Item 32	852.00	Please confirm what this amount relates to as not apparent from invoices supplied. The accounts state that £252.00 relates to block 271. If no invoice please remove. The accounts also state that £600 of this relates to the car park and should not therefore be stated as a service charge expense for the Block. As there is no electricity serving the car park this cost should also be removed.	Attached is the invoice available on the Portal. This was apportioned, £600 to shops and £252 to Block 271. No additional comments.	£600 appears in the accounts as having been apportioned to the Car Park when it should have been apportioned to the Shops. Accordingly no proportion of the cost should be paid by the Applicant.
Block 271 – Key & Lock Repairs	650.00	Please confirm what this amount relates	Attached is the invoice available from the Portal. The previous locks had to be changed after forced entries and new keys issued.	There is no reason to dispute the Landlord's account. This item is payable in full.

Item 33		to as not apparent from invoices supplied. If no invoice please remove. I can see an invoice paid to London Trade Centre and want to be sure as it was for the door entry system that it has not been double counted in the door entry maintenance above.	No additional comments.	
Block 271 – General Maintenance Item 34	3933.00	Cannot reconcile from invoices provided. Cost for this seems excessive for 7 flats and would expect total to be no more than £700. Please provide breakdown of the cost and to what it relates	Invoices attached available from the Portal. With regard to the gas meter housing cost of £2,950, it is conceded that, on further enquiry and investigation, this does not relate to the maisonettes on the second and third floors and should be removed from liability for those flats. For the remainder, there is no further comment.	Given the position as it now appears only £983.00 is payable.

		<p>and confirm whether the amount covers flats & shops below.</p> <p>I also noticed an invoice from Property Maintenance Services Cuffley (Montagnino) 30/5/22 totalling £2,950. This simply states “works to gas meter housing”. This seems excessive for the described work and should be removed as it does not relate to the flats which have no gas supply.</p> <p>Following the joint site inspection, A submits that the</p>		
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		L Montagnino t/as Property Maintenance Services invoice of £2,950 [105] be removed from the service charge altogether as it does not relate to Block 271 which has no gas supply.		
Block 271 – Professional Fees – Fixed management fees & other management fees Item 35	2435.00 144.00	This equates to £214.90 per flat (if 8.3333% is used per the invoicing). This is excessive as the management relates to areas beyond the block such as the shops and the car park. I would expect the management fee to be correctly apportioned for Block 271. On this basis I	This relates to HML Management fees and similar observations are made as for previous years. No additional comments.	See Item 8 above.

		<p>calculate that the total for Block 271 should be no more than £722.12 (£103.16 per flat).</p> <p>A submits that as a large part of the management work relates to the car park, the management fee should correctly be apportioned 50% to the car park (apportioned 4% per flat) and 50% to the flats & shops (apportioned 8.3333%).</p>		
<p>Block 271 – Surveying Fees</p> <p>Item 36</p>	1494.00	<p>Cannot reconcile cost from invoices provided. Cost for this seems excessive for 7</p>	<p>Attached invoice available from Portal for £1,984 with £400 apportioned to car park.</p> <p>The Cubit invoice does not relate to car park works. R submits that, at the time, vagrants were getting into the common parts and causing damage to the</p>	<p>There is no reason to doubt the Landlord's explanation or the apportionment of the cost. This item is payable in full.</p>

		<p>flats. Please provide breakdown of the cost and to what it relates and confirm whether the amount covers flats & shops below.</p> <p>If no invoices please remove cost from service charge.</p> <p>The 2022 accounts [112] state that survey fees totalled £1,984 of which £1,494 was apportioned to Block 271 and £490 to the car park. One of the invoices relating to this expense is Cubit Consulting [106] totalling £1,194. A submits that the</p>	<p>water pipes, which resulted in leaks. Repairs by plumbers were short-term resolutions only. Cubit were instructed to find a long-term solution which they did. R contends that the pipes serve the maisonettes on the second and third floors.</p>	
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		entire cost is removed from the service charge as it relates to a s20 notice for car park works [163] (not Block 271) and A was not consulted on.		
Block 271 – Insurance – Buildings Item 37	3289.00	<p>This appears to be an error and should be removed as does not appear to be solely attributable to Block 271. I would expect the actual to be circa £800 as it was in 2023.</p> <p>A respectfully submits that the buildings insurance has not been competitively tendered as R has conceded</p>	<p>The total premium was £9,632.32 apportioned £6,342.97 to shops and first floor, £3,289.35 to Block 271. No evidence to support £800 subtracted by Applicant which is unrealistic.</p> <p>No additional comments.</p>	See Item 9 above.

		that R procured through a broker and accepted quotes which included commission backed arrangements to the broker and to R. A submits R did not procure competitively and as the cost is higher than £250 per leaseholder this should be limited to £250.		
Block 271 / Car Park – Sundry Expenses Item 38	1158.00	Shown in both block and car park schedule. Cannot reconcile cost from invoices provided. Cost for this seems very excessive. Please provide breakdown of the cost. I would expect this cost to be	<p>The total cost is £1,158.00 and that was all debited to the car park, none to Block 271. It is fees for the consultation and specification/tender fees for resurfacing the car park and in relation to the boundary wall.</p> <p>The only reason why the work proceeded no further was because of this dispute. The car park still needs to be resurfaced. The other lessees of 271 are not objecting, some of whom had agreed to make stage payments to a voluntary reserve fund in order to spread the cost in recognition that the work was (and still is) required.</p>	This is a reasonable cost properly attributable the management of the re-surfacing of car park and has been properly attributed as a Car Park cost. This item is payable in full.

		<p>minimal (under £50). This is in fact shown in the 2022 accounts as relating to the car park and should therefore be removed. (In 2023 accounts it is shown as a Block 271 cost.)</p> <p>A submits that the charge of £1,158.14, referenced in the accounts [112] is not a car park sundry expense and should be removed from the service charge as the majority relates to HML's fees of £1,032 (£516 + £516) for administration [107,108] regarding a s20 notice [163]</p>		
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		which A was not properly consulted on.		
Building Insurance (on the separate schedule) Item 39	5275.00	Assume this is just stated in the overall Buildings Insurance Schedule and does not relate to Block 271 and should be disregarded. Please confirm.	This is the total <u>income</u> receivable from the shops and has nothing to do with expenditure: all as clearly shown at the top part of page 1 of the accounts. No additional comments.	
Building Insurance (on the separate schedule) Car Park – General Maintenance Item 40	5000.00	Appears to have been incorrectly applied to the Block 271 service charge expenses. Please confirm it will be removed. There appear to be no invoices relating to it. Please advise or remove it also from the Car park service charge cost. The cost appears to	This is not insurance and reference to separate schedule is not understood. £5,000 was budgeted for car park repairs, those repairs were carried out but the invoice for the finally agreed cost had not been calculated and received. It was known that it would be more than £5,000 so that amount was provided for in this financial year with the balance to be charged to the following years when finally agreed. No additional comments.	This is a budget item. No money has been spent and it should therefore be removed. It is accepted that there is no power under the lease to create a reserve fund.

		have been incorrectly applied as it was not spent in 2022 as the works were carried out in 2023.		
Car Park – Cleaning Item 41	809.00	<p>There is already a charge of £684 plus VAT (£821) in the E&P cleaning invoices. See above – it should be excluded from block 271 as it is a duplicate charge.</p> <p>A submits that the apportionment of total cleaning costs should be apportioned 50% to the Block (apportioned 1/7th or 14.2857%) and 50% to the car</p>	<p>Apportioned cleaning cost – see Item 28.</p> <p>No additional comments.</p>	This item has been reasonably apportioned and appears to be reasonable in amount.

		park (apportioned 1/25 th or 4%) as invoices show car park cleaning and litter pick being carried out. (Please see also A's comments in Item 10.)		
Car Park – Refuse collection Item 42	93.00	Appears to be mixed up with the Block Refuse Collection (see above explanation). Please amend accordingly. A submits that refuse collection which, as witnessed at the site inspection, includes recurring fly- tipping, should be entirely placed in the car	Apportioned cost. See item 29. The Applicant's % of this cost @ 4% is less than £4. What was witnessed at the site inspection was fly- tipping from some outside source. At other times it is people moving in or out of top-floor flats which has resulted in beds or redundant fridges/freezers being dumped.	See above

		<p>park schedule and that the correct apportionment is 4% per the car park schedule.</p> <p>A submits therefore that the amount of £1,315 in Item 29 above should be included in this amount and removed from Block 271.</p>		
<p>Car Park – General Maintenance</p> <p>Item 43</p>	5000.00	<p>Please see above as has been incorrectly charged and stated on the Buildings Insurance schedule. Kindly remove charge.</p>	<p>This is a duplication of Item 40.</p> <p>No additional comments.</p>	<p>It is accepted that this is a duplication and therefore not payable.</p>

<p>Car Park – Professional Fees</p> <p>Item 44</p>	490.00	<p>This appears to relate to an invoice of £490.00 from Peter Thomas 12/5/22. It states it relates to a review for new car park lighting. It is not a service charge item and there is no lighting in the car park. Therefore it should be removed.</p> <p>A submits that this cost is removed from the service charge as the invoice of £490 (referenced above) solely relates to a s20 notice [163] for new “External Car Park Lights” and A was not</p>	<p>The Tribunal’s attention will be drawn to the lights and electrical gear at the site inspection. See item 36: This is part of an apportioned fee.</p> <p>No additional comments.</p>	<p>This item was reasonably incurred and reasonable in amount.</p>
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		consulted on. [84]		

DISPUTED SERVICE CHARGES S/C YEAR ENDED 2023

Case Reference: **CAM/26UB/LSC/2023/0043** Premises: **271c Bridge Court, Waltham Cross, Herts, EN8 7AT**

ITEM	COST	TENANT'S COMMENTS	LANDLORD'S COMMENTS	LEAVE BLANK (FOR THE TRIBUNAL)
Block 271 – Cleaning Item 45	1440.00	Appears to be excessive. Monthly invoices include £57 + VAT (£821) for car park litter pick. Should be excluded. Cleaning amount for 7 flats in block should be no more than £500 pa based on similar properties. £821	£1,440 has been debited to Block 271. £821 has been debited to the car park. There is no duplication. The first floor flats have their own entrance and stairs and there is no shared or common area with them. Similar submissions apply as have been made for previous years. No additional comments.	See Item 1 above.

		<p>has been incorrectly charged (duplicated) as it applies to the car park (see below). Please also confirm whether the amount covers flats below as it appears to cover the same area used in common with the 5 flats below.</p> <p>A submits that the cost be apportioned 50% to the Block (apportioned 1/7th to each leaseholder) and 50% to the car park (apportioned 4% or 1/25th) as invoices show car park cleaning and</p>		
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		litter pick being carried out.		
Block 271 – Pest Control Item 46	348.00	<p>This amount has been charged twice (£348 for block & £348 for car park). The £348 for upstairs block 271 should be removed. Assume pests are located in car park and by those bins.</p> <p>A submits that as is plain, the source of vermin stems from the bins in the car park. A submits this cost should be apportioned 4% per the car park schedule and the pest control item be removed from Block 271 schedule</p>	<p>This is 2 apportioned charges. Pest control is necessary as for previous years.</p> <p>No additional comments.</p>	See Item 3 above. All pest control costs should be allocated to the Car park.

		altogether and placed in the car park schedule.		
Block 271 – General Maintenance Item 47	2746.00	<p>Cannot reconcile from invoices provided. Cost for this seems excessive for 7 flats and would expect total to be no more than £1000. Please provide breakdown of the cost and to what it relates and confirm whether the amount covers flats & shops below.</p> <p>I also noticed 3 separate invoices to Bonus Eventus Maintenance Limited, one for investigation into a leak and two others</p>	<p>Invoices attached available from Portal. No supporting evidence for Applicant's submission of £1,000.</p> <p>No additional comments.</p> <p>Each of these invoices has a different invoice reference and number, a different date and a different job description. On 6th April an emergency repair was carried out, on 26th April the affected section of pipe was replaced as a long term resolution. There is full information to make it quite clear that these are not for the same repair.</p>	<p>We agree with the Applicant that this seems to be a building cost not a flat specific cost and that it should be apportioned accordingly. In the absence of any evidence that this cost is solely attributable to the flats its apportionment to them is not reasonable.</p>

		<p>relating to what appears to be the same repair. Do these relate to Block 271 or were they simply stored in the same invoice file?</p> <p>A accepts that the 3 invoices for pipe repairs and subsequent damage (for £150, £570 & £576) totalling £1,296 are not in the bundle but are referred to in the above paragraphs (Item 47).</p> <p>A submits that the total cost of these invoices (£1,296) should be apportioned 1/17th and not 1/7th as the repair work required was</p>		
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		due to damage caused by leaking pipes which serve the entire building.		
Block 271 – Fire risk & health & safety costs Item 48	617.00	<p>Please provide breakdown and confirm whether the amount covers flats & shops below. I would expect this cost to be £350 for the 7 flats as per the 2023 budget.</p> <p>A observes that the rear staircase appears to enter one property on the first floor. R's approach to the first floor is to treat it as a single lease. Therefore A submits that this cost is incorrectly</p>	<p>This relates to the H.S. inspection for the common parts of Block 271. The shops and first floor premises are responsible for their own H.S matters. No supporting evidence for Applicant's submission of £350.</p> <p>See previous reference to the first-floor premises having no included rights to use that fire escape at rear from which it would appear that one door has been installed apparently serving one of the converted flats on the first floor.</p>	See Item 27 above.

		<p>apportioned as it relates to health & safety & fire safety of the entire property including means of escape (common rear staircase and access onto the car park).</p> <p>A submits that this cost should correctly be apportioned 1/17th and not 1/7th.</p>		
<p>Building Insurance (on the separate schedule)</p> <p>Item 49</p>	1042.00	<p>There is already a separate charge of £822 in Block 71 schedule for insurance - buildings. This £1,042.00 appears to be an error and should be removed from the service charge.</p>	<p>The building insurance costs are shown on page 4 of the accounts. The figure of £1,042 is the cost subject to accountant's adjustments for pre-payments and accruals. The pre-payments adjustment is shown on page 8, note 2.</p> <p>No additional comments.</p>	<p>The Applicant now accepts that this sum is payable.</p>

		A does not dispute this adjustment following R's explanation.		
Car Park – Cleaning Item 50	821.00	<p>There is already a charge of £684 plus VAT (£821) in the E&P cleaning invoices. See above – it should be excluded from block 271 as it is a duplicate charge.</p> <p>A submits that the apportionment of total cleaning costs should be apportioned 50% to the Block (apportioned 1/7th or 14.2857%) and 50% to the car park (apportioned</p>	<p>See Item 45 and observations about cleaning in previous years.</p> <p>No additional comments.</p>	See Item 16 above.

		<p>1/25th or 4%) as invoices show car park cleaning and litter pick being carried out.</p> <p>(Please see also A's comments in Item 10.)</p>		
<p>Car Park – Refuse collection</p> <p>Item 51</p>	1674.00	<p>Please provide breakdown of this amount as unable to reconcile with invoices provided. Would expect this to be around £500 per original budget. Appears to be duplication between work invoiced by E&J cleaning and Warden Smith.</p> <p>A submits that refuse collection</p>	<p>£372 was charged to Block 271. £1,674 was charged to car park.</p> <p>£504 was the car park budget, £400 was the Block 271 budget.</p> <p>The actual cost depends on the amount of fly-tipping and rubbish removal which has to be undertaken as explained for previous years.</p> <p>No additional comments.</p>	<p>The Respondent's apportionment of this item is reasonable. The sum claimed is payable.</p>

		<p>which, as witnessed at the site inspection, includes recurring fly-tipping, should be entirely placed in the car park schedule and that the correct apportionment is 4% per the car park schedule.</p> <p>A submits therefore that the amount of £372 stated by R in the above paragraph in should be included in this amount and removed from Block 271.</p>		
<p>Car Park – Pest control</p> <p>Item 52</p>	348.00	<p>This amount has been charged twice (£348 for block & £348 for car park).</p>	<p>See Item 46.</p> <p>No additional comments.</p>	<p>See Item 3 above. All pest control costs should be allocated to the Car park.</p>

		<p>The £348 for upstairs block 271 should be removed.</p> <p>Assume pests are located in car park and by those bins.</p> <p>A submits that as is plain, the source of vermin stems from the bins in the car park. A submits all pest control costs should be apportioned 4% per the car park schedule and the pest control item be removed from Block 271 schedule altogether and placed in the car park schedule.</p> <p>A submits that Item 46 should be included here</p>		
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		and apportioned 4%.		
Car Park – General Maintenance Item 53	12044.00	<p>Not able to reconcile with invoices provided. Please provide breakdown.</p> <p>A directs the Tribunal's attention to the actual spend detailed in the 2023 Accounts Car Park Schedule [115] £12,044 and £1,108.</p> <p>A submits that these works were not consulted on properly by R and A's contribution should be limited to £250.</p>	<p>The Applicant is aware that re-surfacing of the car park has been subject to statutory consultation and tender procedures for some years. Other Lessees accept that have asked to pay into a (voluntary) reserve fund to spread the cost (some of them are on benefits) but the Applicant objected and so all previously collected reserves have been credited to the Lessees (see page 7 of the accounts). The car park pot holes <u>were</u> hazards and had to be filled which the Tribunal will see on their inspection. This cost was therefore part of the consulted costs for necessary temporary repairs pending the outcome of this case and then new consultation procedures for the car park to be re-surfaced to a long term standard. Invoices attached.</p> <p>R did consult. As a result of the Applicant's reply to the consultation process, a less extensive and cheaper option was taken to provide car park safety from dangerous pot holes for the time being until such time as this dispute has been resolved and further proposals can be brought forward for the proper resurfacing of the car park as and when further pot holes start to develop (one small one noted at the time of the Tribunal's inspection). R submits that that is a proper and reasonable action to take in response to consultation replies.</p>	<p>We agree that the Respondent's adoption of a lower cost alternative in response to the responses which it received to its consultation was reasonable. It was clear to us from our inspection that the costs were reasonably incurred and there is no evidence that they were not reasonable in amount. The Applicant's challenge is based upon the claim that the Respondent failed to consult in relation to this specific proposal. That is not a proper objection this scheme was adopted as a result of the property operation of the consultation process.</p>

Car Park – Car Park General Maintenance Item 54	1108.00	<p>This appears to be a separate charge not included in £12044 above. Please provide breakdown / reason for separate charge. If none available then should be removed.</p> <p>A directs the Tribunal's attention to the actual spend detailed in the 2023 Accounts Car Park Schedule [115] £12,044 and £1,108. A submits that these works were not consulted on properly by R and A's contribution should be limited to £250.</p>	<p>Invoices available from Portal.</p> <p>No additional comments.</p>	<p>These are separate charges not related to the item above and are payable.</p>
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Car Park – Sundries Item 55	383.00	This appears to be excessive. Please provide invoices and breakdown. Should be no more than £50 per the budget.	Invoices attached available from Portal. No additional comments.	This item is payable.
Management Fees Item 56	2838.00	This equates to £236.50 per flat (if 8.3333% is used per the invoicing). This is excessive as the management relates to areas beyond the block such as the shops and the car park. I would expect the management fee to be correctly apportioned for Block 271. On this basis I calculate that the total for Block 271 should be no more than	See observations on management fees for previous years. No additional comments.	See Item 8 above.

		£794.64 (£113.52 per flat). A submits that as a large part of the management work relates to the car park, the management fee should correctly be apportioned 50% to the car park (apportioned 4% per flat) and 50% to the flats & shops (apportioned 8.3333%).		

SCHEDULE

DISPUTED SERVICE CHARGES S/C YEAR ENDED 2024 – BUDGET - A submits that the same apportionments as above should be applied below.

Case Reference: CAM/26UB/LSC/2023/0043 Premises: 271c Bridge Court, Waltham Cross, Herts, EN8 7AT

ITEM	COST	TENANT'S COMMENTS	LANDLORD'S COMMENTS	LEAVE BLANK (FOR THE TRIBUNAL)
Block 271 – Cleaning Item 57	1610.22	<p>Appears to be excessive. Cleaning amount for 7 flats in block should be no more than £500 pa based on similar properties. Please also confirm whether the amount covers flats below as it appears to cover the same area used in common with the 5 flats below.</p> <p>A submits that the cost be apportioned 50% to the block (apportioned 1/7th to each leaseholder) and</p>	<p>Denied that it is excessive. Same observations as for previous years. No supporting evidence for Applicant's submission of £500.</p> <p>No additional comments.</p>	See Item 1 above.

		50% to the car park (apportioned 4% or 1/25 th) as invoices show car park cleaning and litter pick being carried out.		
Block 271 – Pest Control Item 58	500.00	<p>Should be removed. Assume pests are located in car park and by those bins. Not a Block 271 item. Car park item.</p> <p>A submits that as is plain, the source of vermin stems from the bins in the car park.</p> <p>A submits this cost should be apportioned 4% per the car park schedule and the pest control</p>	<p>There are pest control measures necessary in the common parts to the flats as well as the car park.</p> <p>No additional comments.</p>	See Item 3 above.

		item be removed from Block 271 schedule altogether and placed in the car park schedule.		
Block 271 – General Repairs Item 59	3500.00	<p>Cost for this seems excessive for 7 flats and would expect total to be no more than £1000. Please provide breakdown of the budgeted cost and to what it relates and confirm whether the amount covers flats & shops below.</p> <p>A submits that the budgeted items should be consulted upon or limited to £250 per leaseholder</p>	<p>No supporting evidence for Applicant's submission of £1,000. Submitted that £3,500 is reasonable as a budget.</p> <p>No additional comments.</p>	This is reasonable as a budget figure.

		<p>based on challenges in previous years.</p> <p>A submits total budget is no more than £1,750 (£250 x 7 leaseholders).</p>		
<p>Block 271 – Electrical Repairs</p> <p>Item 60</p>	1500.00	<p>Given a lot of invoices have appeared in preceding years hard to justify why 1500.00 is budgeted. Should be no more than £300.</p> <p>A submits that due to large one-off expenses in previous years and the site inspection revealing limited apparatus this should be limited to a budget of £300.</p>	<p>This building has a history of vandal damage and vermin damaged. It seems that the principle of a budget is agreed, it is merely the amount for which the Applicant offers no supporting evidence.</p> <p>No additional comments.</p>	<p>This is reasonable as a budget figure. The previous years of account demonstrate a history of electrical faults.</p>

		R's comments of vermin damage supports A's previous submissions that majority of repair work should be part of car park schedule and apportioned accordingly (4%).		
Block 271 – Sundry Item 61	500.00	<p>This is excessive and should be no more than £100.</p> <p>As noted at the Hearing and in challenges above, A submits £500 for sundries relating to the Block only is excessive and should be limited to £100.</p>	<p>Submitted that £500 is reasonable based on past experience.</p> <p>No additional comments.</p>	This is reasonable as a budget figure.

Insurance – Buildings Item 62	4393.32	<p>This appears to be an error and should be removed from the service charge budget. I expect insurance to be no more than circa £800 apportioned for Block 271.</p> <p>A respectfully submits that the buildings insurance has not been competitively tendered as R has conceded that R procured through a broker and accepted quotes which included commission backed arrangements to the broker and to R.</p>	<p>Submitted that the Applicant has misunderstood the past accounts over insurance costs and £800 for 7 flats is unrealistic.</p> <p>No additional comments.</p>	
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		A submits R did not procure competitively and as the cost is higher than £250 per leaseholder this should be limited to £250.		
Car Park – Electrical Repairs Item 63	1500.00	<p>To our knowledge there are no electrical items in the car park. Please explain or remove budgeted charge.</p> <p>A submits that the joint site inspection provided limited evidence to support this budgeted charge.</p> <p>A submits that this should be removed from</p>	<p>The electrical apparatus will be shown to the Tribunal on their inspection.</p> <p>No additional comments.</p>	This is reasonable as a budget figure.

		the service charge altogether.		
Car Park – Drains, Gutters & Pipes Item 64	1500.00	<p>Please provide breakdown of this amount. Would expect this to be no £500 budget.</p> <p>A submits that previous years actual spend has been less than £500 and therefore budget should be capped at £500.</p>	<p>There is no breakdown. The budget is based on past experience of blocked drains, gutters and downpipe damage and routine maintenance.</p> <p>No additional comments.</p>	This is reasonable as a budget figure.
Car Park – General Maintenance Item 65	5000.00	<p>Please provide breakdown. Significant amounts already spent in 2023. Please explain reason for charge or remove.</p> <p>A submits that R could not provide any</p>	<p>Until the car park is fully re-surfaced, there will be frequent pot holes and other repairs to be anticipated. Occasional vandal damage is a problem. Gates have been proposed to which the Applicant objected.</p> <p>No additional comments.</p>	This is reasonable as a budget figure.

		<p>evidence of this as an ongoing issue and that the one-off repairs do not constitute temporary repairs.</p> <p>R's comments regarding proposed gates and A's alleged objection are unfounded and R was unable to provide any evidence of this to the Tribunal.</p> <p>A respectfully submits that the general maintenance budget is limited to £1,500.</p>		
<p>Car Park – Legal Fees</p> <p>Item 66</p>	500.00	<p>This should be removed as not part of service charge.</p>	<p>Agreed to remove.</p> <p>Conceded as noted above.</p>	<p>It is agreed that this item should be removed.</p>

		A notes R's agreement to remove this from the budget.		
Car Park – Sundry Item 67	200.00	<p>This appears to be excessive. Expect to see no more than £100.</p> <p>As noted at the Hearing, A submits £200 for sundries is excessive (given already budgeted for in Block 271) and should be limited to £100.</p>	<p>Submitted that this is reasonable.</p> <p>No additional comments.</p>	This is reasonable as a budget figure.
Management Fees Item 68	3194.88	<p>This equates to £266.24 per flat (if 8.3333% is used per the invoicing). This is excessive as the management relates to areas beyond the block such as the shops and</p>	<p>Submitted that this is reasonable. The Tribunal is referred to observations for previous years re: management fees.</p> <p>No additional comments.</p>	See Item 8 above.

		<p>the car park. I would expect the management fee to be correctly apportioned for Block 271. On this basis I calculate that the total for Block 271 should be no more than £800. (£114.28 per flat).</p> <p>As noted at the hearing this is higher than £250 per leaseholder and A submits that this should be consulted upon to ensure fairness and value for money.</p> <p>Additionally, A submits that as a large part of the management</p>		
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		work relates to the car park, the management fee should correctly be apportioned 50% to the car park (apportioned 4% per flat) and 50% to the flats & shops (apportioned 8.3333%).		
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