NORTHUMBERLAND COURT

APPENDIX B: REASONS

SC Year 2019/2020

1: The Tribunal has examined both invoices 687789 and 687790 and it is clear from the narrative at MB7[23] and in the invoice relied upon by Mr Blooman at TB[748] that they are charging for different work. However, the Applicants actually allege that 687789 is duplicated by 687791 at TB[752] and that the amount of £6,939.86 claimed in that invoice is miscalculated. Nonetheless, the relevant position is explained by Mr Blooman's emails dated 4/8 and 15/9 at MB10[2] challenging each of Forsters invoices (789, 790 and 791). Given this correspondence and the different descriptions of work allocated to each invoice within it, the different narrative references on the invoices and the fact that having reviewed the invoices Forsters declined to withdraw or reduce the amounts charged, the Tribunal is satisfied and finds accordingly that each invoice charges for different work and that there is no duplication. In the premises, no credit is due to leaseholders or the Applicants in this regard.

2: We note the contents of the General Property Maintenance invoice at TB[188] and the description of works therein. The allegation by the Applicants that these works (including repairs to a collapsed ceiling, to part of a bathroom floor and a copper pipe) should have been covered by the leaseholder contents insurance is obviously untenable, no contents insurance could extend to these kinds of cost. Given that this is the only ground of challenge, the Tribunal determines accordingly that these costs are payable by leaseholders including the Applicants as service charges.

3: The allegation here by the Applicants is that the duplicate entry in the Scott Schedule (prepared by the Applicants) shows that this invoice was paid twice. No evidence is produced in support of this allegation. For his part Mr Blooman denies any double payment. He produces a bank extract MB7[23] showing payments to TP Burt in 2020, which he says confirms only a single payment of £145 to T P Burt in the year. It is inherently unlikely that a double payment was made and we accept Mr Blooman's evidence in this regard and find that the said invoice was not paid twice. Accordingly, no credit is due in this respect to the Applicants.

4: The Applicants again allege that there has been double counting and that invoice 47873 dated 02/01/20 at TB[216] has been paid twice. It is correct that this invoice appears twice in the Schedule. But Mr Blooman denies that this invoice was paid twice and produces at MB7[25] a bank extract showing all payments to Southern Counties in this service charge year. The extract shows two payments each of £120, the first for invoice 47873 and the second for invoice 47146 dated 03/10/19 at TB[251]. It is clear these are different invoices for different periods. In light of the evidence it appears plain to the Tribunal and we duly find that invoice 47873 has not been paid twice and therefore no credit is due in this respect to the Applicants.

5: The allegation here is again that the invoice has been duplicated and paid twice. Mr Blooman, however, produces a bank extract showing two payments to the same EDF account each of £329.08, the first on 17/01/20 and the second on 10/02/20 . The sum paid tallies with the EDF invoice dated 6/1/20 at TB[218]. There is no second invoice. Moreover, it seems implausible that two identical amounts should have been paid in such a short timeframe, so as not to be a duplicate payment. Further, it is certainly the case in our view, that if a double payment is made it will have been credited to the account by EDF so as to reduce subsequent bills. In the circumstances the Tribunal is satisfied that no credit is due in this respect to leaseholders including the Applicants.

6: As regards the objection to this RMD amount, Mr Blooman accepts that the entry is for a statement of account, but as confirmed by the bank extracts he provides, there is no evidence of duplicate payments. There is no evidence that statements of account were paid, only that payments were made to meet invoices. There is no basis therefore for any credit to be given in relation to this line item.

7: The allegation that these 4 Thanet Drainage invoices are allocated to the wrong year, is rejected by Mr Blooman. In his replies he explains that these invoices were paid together on 19 December 2019, in the total sum of £810. No issue is taken with this evidence in the Applicants' Reply and we have no reason to doubt that what Mr Blooman states in this regard is correct. Further, given the broad terms of his appointment (see TB[103] and the discussion below), in our view it was open to him to account, pragmatically, for these invoices together in this year based upon that single payment. It is notable of course that had they been charged to the previous year, the same amounts would have been payable. There is no suggestion that these amounts were not properly incurred or that they are unreasonable and accordingly no question of the Applicants actually being overcharged in any way. In the circumstances, the Tribunal holds that these sums were properly accounted for in this service charge year and are payable by leaseholders including the Applicants as service charges.

8: In contesting this invoice and others the Applicants allege that Judge Tildesley stated at some point in the course of the proceedings that there would be 'no costs' in relation to the mediation which took place between the parties. There is no record of what Judge Tildesley is alleged to have said in this regard or when. It is sometimes said in relation to mediation that there are 'no costs', in the sense that mediators do not make any award of costs. We suspect that this may have been the gist of any comments made by Judge Tildesley. But even taken at its highest such a comment ('no costs') does not in our view amount to a statement that Mr Blooman would not charge his costs associated with the mediation to the service charge. Moreover, even if it did, such a comment is not part of any decision or order by the tribunal and could not in our view bind Mr Blooman. If any costs are to be disallowed, it seems to us this is a matter to be considered pursuant to our section 20C jurisdiction (as to which see our principal decision).

12 & 13: The query over the £480 TB[278] is what was this charge for. The narrative on the invoice indicates that this was B2 management time spent instructing solicitors. Whether this relates to the mediation or the FTT proceedings more generally, for the reasons stated in relation to item 8 (above) and 18 (below) in our view there are no sustainable grounds of objection to this charge. The same applies to the £1,080 charged under invoice 233 at TB[279]. The Tribunal determines accordingly that these costs are payable by leaseholders including the Applicants as service charges.

15. In relation to this item, Mr Blooman has produced a bank extract proving 3 payments to SSE in 2019-20. However, the complaint here is not that any duplicate payment was made. The allegation appears rather to be that this was an overdue payment charge, which can therefore be attributed to some act of negligence on the part of the managing agent. However, this is based on a mis-reading of the letter dated 28 October 2019 at TB[284]. The sum claimed and paid is not such a charge, the letter is merely chasing an electricity charge which was overdue. In our judgement, therefore, there is no basis for this payment to SSE to be disallowed nor for any credit to be allowed to the Applicants.

16: Again this is an RMD statement. The fact that it is endorsed in manuscript with a note that records the £110.89 was paid by cheque on 06/09/19, however, is evidence of the fact that invoice no. INU441712 was due and paid, not that this sum was paid twice, firstly against the statement and secondly against the invoice. The evidence of Mr Blooman at MB7 does not pick up this payment, but given the recurring monthly charge and the inherent unlikelihood of payment being made twice or that happening without the supplier giving due credit, the Tribunal is satisfied that this amount was reasonably incurred, correctly charged to and properly payable by leaseholders including the Applicants as service charges.

17: Again the allegation is that there was double charging, with invoice 1875 at TB[310] alleged to duplicate invoice 1860 at TB[309]. In response Mr Blooman refers to each quarterly payment for 2019-20; £6,000 paid on 9/10/19, on 18/12/19, 18/3/20 (1860) and 22/8/20 (1875). He acknowledges that 1860 TB[309] and 1875 TB[310] mistakenly used the same descriptor, but maintains there was no duplication or double payment. By way of confirmation he has produced a bank extract of payments at MB7[27], which shows just 4 quarterly payments in 2019-20. We accept the evidence of Mr Blooman in this regard. It is not unknown for a template invoice to be imperfectly updated and re-used resulting in this kind of error. We do not regard this as evidence of double charging. The bank extract confirming 4x payments only across the year, however, puts the issue beyond doubt. In the premises, we find that there was no double charging and reject the Applicants' claims to the contrary.

18; These charges are challenged on the same basis as item (8) (we presume the reference to arbitration is intended to be to mediation), but these are not costs of the mediation but of the prior FTT proceedings themselves. Although no award of costs was made in those proceedings, neither was any section 20C direction made restricting their recovery by way of service charge. In the absence of any such direction or other grounds of opposition to these charges, the Tribunal accepts and determines that they were reasonably incurred and payable by leaseholders including the Applicants as service charges.

19: The justification for these charges is patent from the narrative on each invoice. Invoice 1841 at TB[315] is for printing and postage costs with regard to the previous FTT application and invoice 1844 at TB[316] is for 4 hours work also in respect of the FTT application. Further, as Mr Blooman points out, the rates and prices used were in accordance with the schedule of charges approved by the FTT on his appointment. In light of these facts and matters the Tribunal accepts and determines accordingly that these costs were reasonably incurred and are payable by leaseholders including the Applicants as service charges.

SC Year 2020/2021

1: The Tribunal notes the parties' competing allegations in respect of this item. For the Applicants, that the work done is defective and needs to be redone. From Mr Blooman, that the repairs were temporary, that the source of the leak was elusive and temporary repairs were a valid choice given the urgency, and the fact that they have lasted until now vindicates the decision made. There is no actual evidence before us that the temporary repairs were poorly carried out; rather the fact they have lasted until now does we think point in the opposite direction. In the circumstances, the Tribunal accepts Mr Blooman's justification for these costs and finds accordingly that they were reasonably incurred and are payable by leaseholders including the Applicants as service charges.

2: In response to the allegation that these costs should be the leaseholder's, Mr Blooman states that the re-assembly of kitchen units was consequent on landlord's works to repair a blocked common pipe. The Applicants do not take issue with this in their Reply dated 01 August 2025. Moreover, Mr Blooman's explanation is entirely plausible and plainly justifies the inclusion of this cost within the service charges payable by the Applicants and we so decide.

3: In his recent responses, Mr Blooman explains that the contractor, who was a small firm and '*not the most literate'* with regard to invoicing, used the wrong property descriptor. But, he adds, there was a serious problem with refuse being dumped at the property at and about that time. Further, he was expecting the invoice and therefore accepted it. Again, the Applicants do not take issue with any of this in their Reply. In the circumstances the Tribunal accepts the account provided by Mr Blooman for the incorrect invoice and his explanation for the charge and holds accordingly that these costs are payable by leaseholders including the Applicants as service charges.

4: As for the allegation that there was no asbestos at Flat 2 and that the contractor was not licensed, Mr Blooman has now produced at MB8 copy contemporaneous photographs and a certificate from Athena Environmental Solutions Ltd confirming the presence of chrysotile composite asbestos in and above this flat. The Tribunal accepts this evidence and determines accordingly that this cost was reasonably incurred and is payable by leaseholders including the Applicants as service charges.

5: These two invoices are said to be works to flats 28 and 14 respectively and therefore properly chargeable to the owners of those flats rather than as service charge. Mr Blooman has omitted to deal with these allegations. However, it seems inherently unlikely that Mr Blooman as a professional managing agent discharging his obligations to the tribunal would have charged such costs to the service charge, unless as in the case of item (2) above, those costs were consequent on works to the common parts. Indeed, given the scale and nature of the defects to the common parts which Mr Blooman was tasked to address (see the FTT decision dated 27 August 2019 at TB[74]-[95]) and the evidence of similar works to other flats (e.g. 17, 26 and 32, see below) we think this is the overwhelmingly likely explanation. In the premises, the Tribunal rejects the challenge to these costs and holds that they are payable by leaseholders including the Applicants as service charges.

7: The complaint here that the payment was in relation to a statement rather than an invoice appears to be mistaken. As Mr Blooman notes and it is self evident from the bundle, that the relevant SSE document at TB[349] is an invoice for this amount. In the circumstances the challenge is rejected and we find that no rebate is due to the Applicants in this respect.

8: The extra £150 is said by Mr Blooman to be attributable to SMC invoice #409 dated 01 March 2021 at MB8[7]. This is not contested by the Applicants in their Reply and we have no reason to doubt that this is the case. In the circumstances the challenge is rejected and no rebate is due to the Applicants.

9: The Applicants put the Respondents to proof in respect of these costs, querying the fact that these were works to a directors flat. In response Mr Blooman has provided a detailed justification. He explains that, like other flats, this flat 17 had bad water ingress. In particular the annex suffered such ingress, hence the decision to commence cathodic protection on that section of the building. There is no issue taken with this explanation in the Applicants' Reply and we can discern no basis why this explanation should not be accepted by the tribunal. In light of the evidence, therefore, the Tribunal concludes that these works were fully justified by the condition of the building and are payable by leaseholders including the Applicants as service charges.

10: For like reasons to those stated above in respect of Flat 17, the Tribunal rejects the challenge to these 'damp works' costs in respect of Flat 26. In our judgement these costs were reasonably incurred and are payable.

11: It is understood that the challenge here arises from an alleged difference between the address given by DP Maree as its administrative office address (on the invoice) and its registered VAT address. To be valid an invoice needs to include the trader's full business name, address and VAT registration number. There is no requirement for invoicing purposes that the supplier business address is the same as the VAT registration address or that the VAT registration address is the address shown on the invoice. The challenge to this invoice is accordingly rejected. No rebate is due to the Applicants in this regard.

12: SC Lifts. It is correct that TB[415] and TB[455] are statements not invoices but in our judgement that does not amount to evidence of double payment, if this is the allegation, or anything of the sort. The Tribunal accordingly rejects the challenge to these costs on this basis and holds that so far as this allegation is concerned they were reasonably incurred, so as to be payable by leaseholders including the Applicants as service charges.

13: SC Lifts. The allegation that the VAT registration on invoices 51399 at TB[417], 51190 at TB[419] and 49149 at TB[425] is invalid is not explained nor substantiated by reference to any evidence. Certainly, there is no evidence that the VAT number was not the correct number at the date of these invoices. Further, the Tribunal notes that in or about July 2023 SCLS Ltd was acquired and became part of Classic

Lifts Ltd, which may well have resulted in a change in accounting practices including VAT registration (from individual to group registration). In these circumstances the Tribunal rejects this further challenge to SCLS Ltd invoices and holds that each is payable by leaseholders including the Applicants as service charges.

14: It is correct that the invoice relied upon to substantiate this £150 charge at TB[423] does not include reference to Gary's Garden Maintenance, but it is plain that the invoice is of the same type as all other invoices raised by this contractor; it appears to be written in the same manuscript (see for example the invoice at TB[421]) and the description of work looks also to include reference to 'Grass Cuts.' In light of the foregoing the Tribunal rejects this challenge and holds accordingly that this cost is payable by leaseholders including the Applicants in service charges. Indeed, it strikes this Tribunal that this is an unhappy example of the Applicants exhaustively and in the result wholly unreasonably seeking to challenge costs which ought sensibly to have been accepted.

15: No grounds of opposition to this £1,800.00 charge by B2 are actually articulated. If the complaint is that they relate to the mediation, that is rejected for the reasons stated above. Likewise, there is no apparent basis for contending that B2 was not otherwise entitled to charge for professional time spent in dealing with the previous FTT proceedings, as also considered and determined above.

16: The challenge here to *'two months only'* of this £6,000 invoice raised by B2 during its tenure as tribunal appointed manager is in our view also unmeritorious. In context it is obvious that the invoice contains an error in describing the period to which it relates, given the ongoing appointment of B2 and its approved annual fee of £20,000 plus VAT (see TB[105] para.26). The matter is in any event now put beyond doubt by Mr Blooman's response (including the bank extract at MB8[5]), which confirms that only 4x quarterly payments of £6,000 (inclusive of VAT) were made during this service charge year. In the circumstances the Tribunal has no hesitation in rejecting the Applicants' allegation that they were overcharged by this invoice. The full quarterly sum of £6,000.00 (for the third quarter) was correctly chargeable to the service charge and is payable by leaseholders including the Applicants.

17: The contested invoice in the sum of £426 is not merely for rubbish collection, but as appears on its face covers '*9th-16th July, Inspect every evening and remove excess rubbish.*' Further, in support of the allegation that this is excessive, the Applicants have not produced any comparative price nor indicated what they think would have been a reasonable charge. It does not strike this Tribunal that the sum charged is actually excessive for multiple visits and in the absence of any evidence to show that it was, we are satisfied and accordingly find that the charge was reasonable and is payable by leaseholders including the Applicants in service charges.

18: This is not a penalty charge, attributable to some default on the part of B2. It is simply a demand for an overdue account. In the circumstances, the Tribunal rejects the challenge and holds rather that the sum of £220.36 was correctly chargeable to the service charge and payable by leaseholders including the Applicants.

20: In support of their case that the works for which this charge was levied were defective, the Applicants rely upon a 'report' of Lee Eagleson dated 25 March 2025 (see TB[1300]). Notably, this is not an expert report by an independent expert, but a short note by a roofing contractor prepared some years after the invoiced works were carried out. Nonetheless, the note is critical of the standard of work to the flat roof above Flat 2 and clear that the product used to seal the flat roof '*… is not compatible and is peeling away…*'. In light of this evidence and in the absence of any rebuttal by Mr Blooman of this specific allegation, we are satisfied that the (Metflex) roofing felt needs to be resealed (it is not suggested though that the whole of the installed felt will need to be replaced). No cost for this remedial work is proffered by the Applicants but doing the best that we can and informed by our expert experience in these matters we allow £400 for the sealant to be redone.

21: Although this invoice appears twice in the Applicants' schedule, this does not in our view amount to evidence that the invoice was paid twice, so as the Applicants might have been double charged. Moreover, Mr Blooman has produced a bank extract indicating that this invoice was only paid once (see MB8[5]). In light of the evidence the Tribunal reject this challenge and concludes rather that no credit is due to the Applicants or other leaseholders in relation to this item.

22: The allegation in relation to this invoice is that '*no works were carried out*', presumably relying upon Mr Eagleson's observation to this effect at TB[1300]. However, Mr Blooman explains that this invoice covered the examination and testing of the roof, the balcony above, attendances, repairs to the balcony above and treatment of the upstands under the balcony and bracing of the upstand internally. We would not be prepared to find, as is the gist of the allegation, that this invoice was for bogus works on the strength of the single sentence in Mr Eagleson's note, but in any event accept the foregoing explanation given in evidence by Mr Blooman. In the premises, the Tribunal determines that these costs were reasonably incurred and are payable by leaseholders including the Applicants as service charges.

23: The challenge here is that no detail was provided to explain the sum charged. However, the invoice itself states *'Deposit for roof works'*. Further, in his response Mr Blooman explains that this was a deposit for the repairs to the roof above the Ground floor front. The Tribunal has no reason to doubt this explanation or its adequacy in justifying the sum charged. In the premises, the Tribunal determines that these costs were reasonably incurred and are payable by leaseholders including the Applicants in service charges.

25: To confirm, the Tribunal accepts Mr Blooman's evidence that this cost was correctly allocated to Northumberland Court, rather than any other premises, for the removal of rubbish from the bin area as stated on the face of the invoice. It is therefore correctly chargeable to the service charges and payable by leaseholders including the Applicants.

26: The contested invoice in the sum of £425 states '*Remove 206 bags of rubbish and various loose rubbish*.' At approx. £2 per bag, this does not obviously appear excessive. Moreover, the Applicants have not produced any comparative price or other evidence in support of their allegation of excessive charging, nor have they indicated what they allege would have been a reasonable charge. Based on the evidence before us, we are satisfied rather and find that the charge was reasonable and is payable by leaseholders including the Applicants in service charges.

27: The Applicants are correct to note that this invoice (at TB[526]) was dated 01/07/21 so that if that were the basis of accrual or if a cash basis of accounting was adopted this should have been accounted for in the following year. However, a tribunal appointed manager's ability to raise sums by way of service charge from lessees derives from the terms of his appointment, rather than the strict terms of the leases (see *Maunder Taylor v Blaquiere* [2002] EWCA Civ 1633). The appointment terms here define the accounting year as 1/7 to 20/6, but as regards the mechanics of collecting service charge state simply as follows, '*The Manager shall have authority to demand payments in advance and balancing payments at the end of the accounting year* ...' (see TB[103]). In our judgement there is sufficient flexibility in this to entitle Mr Blooman to determine that on an accruals basis these EKG costs could reasonably be included in the 2020/21 accounts, given the fact that the camera survey appears to have been instructed and carried out in that year rather than the subsequent year. On this basis and in the absence of any substantive challenge to the amount claimed, the Tribunal holds that this sum was properly chargeable to the 2020/21 service charge account and is payable by the leaseholders including the Applicants according to their respective contributions.

29: For the avoidance of doubt, for the reasons already stated above under item (16), the Tribunal reject the allegation of double charging here and in so far as necessary find that each quarterly charge including that levied by invoice B2RW1956 was paid only once. In the premises no credit is due to leaseholders including the Applicants in relation to these charges or this invoice.

SC Year 2021/2022

1: The Applicants dispute this cost, referring to the fact that the evidence in support is ‘not an invoice.’ However, the policy renewal document at TB[579], clearly confirms the costs claimed. The Tribunal is satisfied on the basis of this document, that this was the buildings insurance cost incurred in respect of this year and that the sum was reasonably incurred and is payable by leaseholders including the Applicants in service charges.

2: The basis of challenge to these two invoices is far from clear. Inv.494552 dated 30/4/21 at TB[598] in the sum of £107.30 and Inv. 496114 dated 31/5/21 at TB[599] in the sum of £110.89 are both clearly continued accrow hire. There is no apparent issue over the need for these or the reasonableness of the hire charges. Confirmation of payment is now provided by Mr Blooman at MB9[3]. In the circumstances the Tribunal is satisfied they were reasonably incurred and reasonable in amount and are payable by leaseholders including the Applicants as service charges.

3: The allegation that these are leaseholder repairs and should have been paid by the subject flat owner is again in our judgement misplaced. Mr Blooman explains that the work to Flat 32 was to repair damage caused by water ingress and that this was due to defects in the fabric of the building, the responsibility of the landlord. But the invoice itself already indicates that these works were due to water ingress, referring as it does to the use of stain block and re-painting of ceilings and walls. The Tribunal accepts this evidence and holds accordingly that these costs were correctly charged to the service charge and are payable by leaseholders including the Applicants.

4: The allegation in relation to invoice 2336 dated 01/12/21 in the sum of £6,500 appeared originally, as in other similar cases, to be that the invoice was duplicated and therefore paid twice. Now the allegation appears to be that the invoiced sum was debited to the service charge twice rather than actually paid twice. Although in this instance it is said that the allegation in respect of invoice 2336 dated 02/12/21 is withdrawn given the payment of £5,850.00 show at MB9[4].

The Tribunal rejects these various allegations; noting that the payment of £5,850 did not relate to an invoice of 2/12/21 but was actually payment of 90% of the invoice of 2336 dated 01/12/21. The provision of two copies of 2336 and its inclusion twice in the Schedule, no more show that the invoice was paid twice than it establishes it was double counted in compiling the service charge year end accounts (see here TB[552]). In each instance the bank extracts telling the true story in terms of payments, as clearly accepted here by the Applicants. In the premises the Tribunal determines that in this regard, as in other similar instances, no credit falls to be given to leaseholders including the Applicants.

5-9: For the reasons stated above, the Tribunal likewise rejects the allegations of ‘duplication’ in relation to these 4 invoices also. In addition, in relation to the alleged duplication of Invoice CA32277 in the sum of £510 at TB[665], it will be noted that the allegedly repetitive invoice at TB[664] simply records payment of the invoice. Accordingly, the Tribunal determines that no credits to leaseholders including the Applicants are appropriate in relation to these invoices.

10-12: The complaint *'not paid before next bill presented',* with the result that sums outstanding were then added as arrears to the subsequent bill, affords no basis for challenging the electricity charges which had been incurred and still needed to be paid. In the premises the Tribunal duly determines that no credits fall to be given to leaseholders including the Applicants in respect of these invoices.

13-15: The Applicants challenge to these invoices is that they have not seen them and do not know what work was done etc,. However, the relevant SMC invoices appear to be those numbered 431 and 432 dated 29/06/21 which are already to be found at TB[617] and [618]. These were duly paid on 09 July 2021 (the date incorrectly ascribed it seems in the Schedule to the invoices themselves) as can be see from TB[859]. MB9[6] also confirms payment of these invoices, albeit giving a date of 02/07/21. In light of the foregoing, it is not apparent that there is any sustainable basis for challenging these invoices and the Tribunal so determines.

16-18: Again, the Applicants' challenge was that the relevant B2 invoices had not been seen, and additionally that they all appeared to have the same reference number. The relevant invoices have now been produced at MB9[9]-[11], numbered B2RW1983, 2007 and 2008 respectively. Further, no issue has been pursued in respect of these invoices in the Applicants' Reply dated 01 August 2025. In light of the foregoing, it is not apparent that there is any sustainable challenge to these invoices and the Tribunal so determines.

SC Year 2022/2023

1: Reviewing the description of work in the relevant invoice at TB[785], it is clear that remedial work was carried out to the external waste pipe at the building and to a joint in the flat roof above flat 34's terrace. It is clear that these are elements of the building within the scope of the landlord's repairing covenant. We can see no sensible basis upon which these charges should be paid by any given leaseholder or otherwise than as part of the service charges.

2: Although no invoice is available, the bank extract of payments at MB10[26] confirms that exactly this sum was paid to SSE to the correct account. There is no question therefore that this was properly and reasonably incurred and chargeable to the service charges.

3 and 4: Although no invoices are available, the bank extract of payments at MB10[28] confirms that exactly these sum were paid to C+A on the relevant date for different periods. We accept therefore that these sums were properly and reasonably incurred and chargeable to the service charges.

5: Again. although no invoice is available, the bank extract of payments at MB10[25] confirms that exactly this sum was paid to EDF on the relevant date to the correct account. There is no question therefore that this was properly and reasonably incurred and chargeable to the service charges.

6-8: The allegation that planned maintenance reports and obtaining tenders should be part of the management fee is not in our view sustainable. The basic fee of £20,000 per annum was expressed to include those services described at paragraph 3.4 of the RICS Code (see TB[105]). Whilst it may be said this is non-exhaustive, in our view the works covered are limited to works within the scope of that paragraph or equivalent. It does not cover any more substantial works such as those described under paragraph 3.5 'Menu of charges' of the said Code.

These costs are plainly not for work within the scope of 3.4 'Annual Fee' (or any of its detailed sub-paragraphs (a) to (o)) but are for work covered by 3.5. The Planned Maintenance Report (as revised in March 2022) is before us (at MB10[3-20]). It is a substantial piece of work, including an updated costed Planned maintenance forecast and is clearly outside the scope of 3.4 and within 3.5. As for obtaining tenders and supervising major work these are expressly covered by paragraph 3.5 of the Code. In our judgement therefore these sums were properly and reasonably incurred and chargeable to the service charges.

11 & 14: The Applicants are correct that this amount was paid twice, as shown at TB[830] and by the bank extract produced by Mr Blooman at MB10[26]. However, it is clear also from TB[830] that both payments were credited to the correct SSE account, hence the reduced bill of £17.19 (also paid). In the circumstances the Tribunal is satisfied that no credit is due in this regard to leaseholders including the Applicants.

13 & 15: The Applicants are again correct that this amount was paid twice, as shown at TB[703] and by the bank extract produced by Mr Blooman at MB10[25]. However, it is clear from TB[703]-[706] that both payments were credited to the correct EDF account, hence the reduced bill of £143.19 (paid subsequently). In the circumstances the Tribunal is satisfied that no credit is due in this regard to leaseholders including the Applicants.

16: This Forsters' invoice is dated 31 March 2020 in the sum of £3,020 and relates to '"Lit" Registration of restriction relating to Northumberland Court' for the period 26 November 2019 to 30 March 2020. The Applicants say that this is an amount allegedly disallowed by Judge Tildesley for which credit should therefore be given. The invoice appears to cover the registration of the management order made by the FTT decision dated August 2019 (TB[95]). No order was made by the tribunal disallowing these costs (nor are these mediation costs covered by the arguments in that regard). In the premises the Tribunal rejects the basis upon which this charge is contested and concludes accordingly that no credit is due in this regard to leaseholders including the Applicants.

17: This Forsters' invoice dated 31 March 2020 (ref 687791) is for the sum of £6,939.86 and states that is for '"Lit" Northumberland Court, Northumberland Avenue ..'. The Applicants say this relates to sanction proceedings brought by Mr Blooman against Freeholder Northumberland Court (2008) Limited (TB[1295]) and that this amount has been charged twice. For the reasons explained under item 1 of 2019/2020 the Tribunal rejects the allegation that this amount was double charged and concludes therefore that no credit is due in this regard to leaseholders including the Applicants.

18: The Applicants contend that they have been incorrectly charged VAT in the sum of £95.60 on this invoice. Mr Blooman counters that engineering insurance may be subject to VAT because the inspection services, when supplied separately, are considered a standard-rated supply of services. He refers to HMRC Guidance Note VATINS7210. Where there is a single supply of insurance and inspection services then VAT will be chargeable on the whole at the standard rate (see also VATINS7310). On the information available, the Tribunal is not prepared to accept that VAT has been wrongly charged by Bridge Insurance Brokers, whom it can reasonably be inferred know their own business, and holds therefore that it was correctly levied, so as to be reasonably incurred and payable by leaseholders including the Applicants.

22: The bank extract of payments to C+A at MB10[28] confirms that only one payment of £600.00 was made in respect of this invoice dated 09/05/25 and that it was not paid twice. In the circumstances the Tribunal rejects the allegation of double payment; no credit is due in this regard to leaseholders including the Applicants.

23: The Tribunal accept Mr Blooman's evidence that these redecoration works to Flat 6 were the result of roof leaks and, therefore, that these were the responsibility of the landlord and properly met by the service charge. This is confirmed by the description of works in the invoice itself (at TB[773]), which states '*Carry out all* *normal preparation works to all surfaces to be painted in the 3 no. rooms affected by water leaks from above…'.* The fact that the works were organised and invoiced to the owner of Flat 6, as Mr Blooman explains, does not alter the position as regards the ultimate liability for these costs. The Tribunal determines accordingly that these costs were properly and reasonably incurred and are payable by leaseholders including the Applicants as part of the service charges.

24: The Applicants contest this invoice on the basis that it is a '*1 year old bill'*. This is presumably based upon the fact that the invoice relates to works (installing outstanding handsets) which were completed on 03/05/22 (see TB[721]), but the date for the invoice given in the schedule is 23/05/23 (although the invoice itself is undated). However, assuming for present purposes that these dates are correct, the fact that the invoice was raised a year or so after the works is no reason at all for disqualifying this expenditure. In the circumstances the Tribunal accepts that these costs were properly and reasonably incurred and are payable by leaseholders including the Applicants as part of this year's service charges.

25 & 26: The available documentation clearly establishes that these charges were invoiced by respectively EDF and SSE and were duly paid. There is no question therefore that these costs were properly and reasonably incurred and chargeable to the service charges.

27 -35: The invoices from B2 in respect of these amounts are produced at MB6[3] to [10]. The Applicants' challenges to each of them are at paragraph 4 of their response dated 01 August 2025 and are considered in turn below.

Invoice B2RW2114 at MB6[3] claims a 12% fee on major works amounting to £4207.28. Although the invoice does not name the works, it appears to relate to SMC invoice for Flat D refurbishment at TB[640] and is charged at the correct percentage (MB6[48] refers). In the circumstances the Tribunal accepts that these fees were properly and reasonably incurred and are payable by leaseholders including the Applicants as service charges.

Invoice B2RW2111 at MB6[5] claims the sum of £4,589.66 for obtaining tenders but is challenged by the Applicants on the basis it does not give any details of what the tenders were for. This is not quite accurate, given that the invoice states, *'Obtaining tenders, tender reports and administering major works. Fee based upon value of works in accordance with MO Matrix: £31,872 x 12%'*. Although the works are not otherwise identified, given the nature and extent of the known remedial works to the building the Tribunal is not prepared to accept the implicit allegation that this fee is in respect of some made up work or duplicates other charges. Rather, on balance the Tribunal accepts that these fees were properly and reasonably incurred and are payable by leaseholders including the Applicants as service charges.

Invoice B2RW2109 at MB6[4] claims a 14% fee on major works amounting to £4589.66. Al though the invoice does not name the works, it appears to relate to EKG's invoice for flood repairs to Flat C at TB[615] and is charged at the correct percentage (MB6[48] refers). In the circumstances the Tribunal accepts that these fees were properly and reasonably incurred and are payable by leaseholders including the Applicants as service charges.

The Tribunal notes that no challenged is pursued in respect of invoice B2RW2107 at MB6[7] in the sum of £2,174.40 for the fire door survey.

As regards invoice 2112 at MB6[2] and the allegation of duplication with invoice 2062 at TB[822]. The narrative on 2112 dated 15 August 2023 states *'Major Works Admin: Works to Flat 7 (B2RW2062) Admin Charges in accordance with FTT direction*', and the charge £750 plus VAT. Invoice 2062 dated 29 July 2022 is for '*Obtaining competitive tenders, tender reports and administering all major works will be subject to the following charges to Flat 7: Agreed fee % of Contract. Holbrook Invoice IV 1265 (8,134.00)*', and charges £1,138.76 plus VAT i.e. 14% of the Holbrook invoice (at TB[770]).

Although there is an express acknowledgment of the 2062 invoice in invoice 2112, it is not clear to the Tribunal why B2 should be entitled to both its 14% fee in 2022 and a minimum charge of £750 in 2023 in respect of the same major works. We therefore disallow the later fee of £750.

Invoice B2RW2115 at MB6[9] claims a major works administration fee of £1,200.00 relating to the "flash flood" settled insurance claim with Allied Assurance. The Applicants contest this invoice, stating they would normally expect the insurers to meet the Second Respondents costs. However, the Tribunal has no evidence in support of this allegation, to show these fees would or even might have been covered. Moreover, unless and until insurers accepted this liability, there is no reason why the cost itself was not reasonably incurred and therefore recoverable as part of the service charges (see *Oliver v Sheffield City Council* [2017] EWCA Civ 225 and *Avon Ground Rents v Cowley* [2019] 1 WLR 1337).

Invoice B2RW2116 at MB6[10] claims a major works administration fee of £1,200.00 for a contract that failed and for which the new agents Managed Partnerships refused to pay the contractor as the work was substandard and incomplete. The Tribunal does not have any evidence in support of the allegation that the works to which this invoice relates failed. On the contrary Managed Partnerships Ltd's letter dated 1 December 2023 confirms that *'Most of the Cathodic Protection and Wall Treatment project has been paid'* without any apparent criticism. The same can be said of the Board minutes, including those from 9 March 2024 at TB[1065]. Moreover, B2 are not guarantors of the works but entitled to charge for their own professional services. In the circumstances, the Tribunal is satisfied and duly finds that the fees claimed by this invoice were reasonable and are payable by leaseholders including the Applicants as service charges.

Invoice B2RW2113 at MB6[8] claims a 14% major works management fee amounting to £1,084.44 for concrete repairs to terrace, the details of which the Applicants complain are undisclosed. Although no supporting invoice for the concrete works is available, given the nature of the known remedial works to the building the Tribunal is not prepared to accept the implicit allegation that this fee is in respect of some made up work. Rather, on balance the Tribunal accept that these fees were properly levied and are accordingly reasonably incurred and payable by leaseholders including the Applicants as service charges.

Invoice B2RW2117 at MB6[6] claims a major works administration fee of £750 plus VAT relating to Flat C. As above (in respect of 2115) the Applicants dispute this charge on the basis that they would expect Allied Assurance to have paid within the terms of the settlement for this “flash flood” claim. For the reasons set out in relation to B2RW2115 above, however, the Tribunal is satisfied that this invoice is also payable.

36-39: Each of these invoices was queried by the Applicants because they could not find the relevant invoices. These have been produced and no further issue in relation to these is raised in the Applicants’ Reply. However, for the avoidance of doubt, the Tribunal confirms that these charges are payable.

Dated: As stated in the decision title.