

SCOTT SCHEDULE

Case Reference: LON/00AY/LSC/2024/0622		Premises: 124, 133, 134, 135, 140, 203, 208, 223, 301, 305, 316, 324, 353, 364		
Item	Cost YY/YY: Block Total (example Flat 353, 3 bed)	Tenant's Comments * 1. Chargeable under lease? 2. Reasonable in amount/standard? 3. Correctly demanded?	Landlord's Comments *	Tribunal's decision and reasons
Boiler Repairs and Maintenance	18/19: £13,405.92 (£81.66) 19/20: £57,814.12 (£352.18) 20/21: £21,652.15 (£131.90) 21/22: £0.00 (£0.00) 22/23: £60,351.48 (£367.64) 23/24: £100,837.24 (£614.26)	2, 3 <ul style="list-style-type: none"> A quote from the boiler manufacturer shows that Lambeth is charging 5 times more than the manufacturer would for boiler servicing. Charges are unreasonable when compared to figures from a neighbouring borough. Lambeth's charges are 3 times those of Southwark for comparable blocks. Overheads have been charged by Lambeth when there is already a separate management charge and case law shows that this practice is incorrect. Section 20 notices were not sent to residents. Section 20 processes and documentation were not completed correctly. Procurement process did not follow PCR 2015 legislation and the tendering information was not correctly advertised. This would have led to reduced competition and inflated pricing. 	<ul style="list-style-type: none"> The quote is not like-for-like, as it does not include various additional services provided by the Council's contractors. There is no basis on which the Tribunal can carry out a like-for-like comparison. Key information is missing and the Block/Estate RVs are incomparable. Successive Upper Tribunal cases have established that in an appropriately worded lease both overheads and a management charge are recoverable. On the basis of the evidence available, it is more likely than not s.20 notices were sent. In any event, due to payment of the sums without protest coupled with the lack of challenge for over 15 years, the sums should be deemed to have been admitted and/or agreed. The correct procurement process was followed. 	<p>The Applicants' dissatisfaction with the high cost is understandable but their quote from Hoval is insufficiently comparable to constitute useful evidence about the reasonableness of these charges. It does not cover a significant part of what is covered by the contract, including Boiler Room Servicing; Bulk Gas Network Servicing; Plant Room Testing; Flue Camera and Property Maintenance. The Applicants sought to isolate the service element but the contract must be considered as a whole. The fact that the costs used to be lower is no more evidence that the later costs are too high than that the earlier costs were lower than they could have been. The Respondent admits that the current contract "captures" more cost elements than previously and Mr Ahmed's evidence is that various costs over the years were just not recovered which supports the idea that the lessees were previously undercharged. The QLTA was fully tendered and that is the principal method of ensuring value for money. While not conclusive, the terms of such a QLTA are strongly persuasive as to reasonableness: <i>Lewisham LBC v Rey-Ordieres</i> [2013] UKUT 14 (LC). Figures from Southwark also lack sufficient contextual detail to be comparable.</p> <p>The Tribunal has already ruled on the overheads and consultation issues in the main body of its decision. Subject to that, the charges are reasonable and payable.</p>

SCOTT SCHEDULE

<p>Block Cleaning</p>	<p>18/19: £50,438.68 (£307.25) 19/20: £52,105.02 (£317.41) 20/21: £53,848.98 (£328.03) 21/22: £40,238.55 (£245.12) 22/23: £53,203.48 (£324.10) 23/24: £58,789.84 (£358.13)</p>	<p>2, 3</p> <ul style="list-style-type: none"> • The charges are unreasonable in amount and are double those of comparable blocks in neighbouring boroughs. • The charges are unreasonable in amount and incorrectly demanded as the cleaning requirements have not been correctly measured when contracting for the works. • The quality of the works has not been measured in accordance with the terms of the contract. • The cost has increased by far more than the contracted indexation measure. • Overheads have been charged by Lambeth when there is already a separate management charge and case law shows that this practice is incorrect. • Section 20 notices were not sent to residents. • Section 20 processes and documentation were not completed correctly. • Procurement process did not follow PCR 2015 legislation and the tendering information was not correctly advertised. This would have led to reduced competition and inflated pricing. 	<ul style="list-style-type: none"> • See above. • The costs are based on a competitively tendered QLTA. • Resident surveys have been carried out regularly for all of the years. • The Leaseholders have failed to provide any calculations or breakdown to support this. • See above. • See above. • See above. 	<p>On inspection, the block had been cleaned well recently. The evidence, including from the Applicants' photos was insufficient to establish that the standard of cleaning fell below that expected for this level of charges.</p> <p>The Applicants' comparative information was again insufficient, lacking the detail required to make a proper comparison.</p> <p>The Applicants' complaints gave insufficient weight to a number of factors:</p> <ul style="list-style-type: none"> • The paladins had to be moved by the cleaning staff from where they were stored on the upper corridors to the bin collection areas. The normal Council refuse collection would not do that. • The fire escapes and store cupboards also had to be cleaned. • The building suffered from outsiders trespassing, including homeless people using the fire escapes to stay in or enter into the building. <p>The Tribunal has ruled on the issues of consultation, overheads, and contract penalties and indexation in the main body of its decision. Subject to that, the charges are reasonable and payable.</p>
---------------------------------------	---	--	---	---

SCOTT SCHEDULE

Estate Cleaning	18/19: £6,311.31 (£37.88) 19/20: £6,549.29 (£39.31) 20/21: £6,805.63 (£40.84) 21/22: £0.00 (£0.00) 22/23: £0.00 (£0.00) 23/24: £9,856.65 (£59.15)	1, 2, 3 <ul style="list-style-type: none"> • We have been charged for an area far greater than we should have as 2/3 of the area is in fact public parkland. • Data indicates we are being charged for bins which are not chargeable under the lease and should be covered by council services. • Overheads have been charged by Lambeth when there is already a separate management charge and case law shows that this practice is incorrect. • Section 20 notices were not sent to residents. • Section 20 processes and documentation were not completed correctly. 	<ul style="list-style-type: none"> • The area has been remeasured and amounts to: 4,252m². Corrections have been made to the charges going back to 18/19. The area is private land and not parkland. • The charge relates to palatal bin hire and additional maintenance due to the amount of waste produced. The costs are for services provided in addition to the Council services. • See above. • See above. • See above. 	<p>There is no evidence that the lessees were being charged for services covered by the regular Council bin collection. It is a common misconception amongst lessees that such bin collections cover the cost of paladins or of moving them to a pick-up point.</p> <p>The Tribunal has already ruled on the overheads and consultation issues, and on the inclusion of the Coldharbour Lane Open Space, in the main body of its decision.</p> <p>The remaining charges are reasonable and payable.</p>
Block Communal Electricity	18/19: £41,820.58 (£254.76) 19/20: £56,410.37 (£343.63) 20/21: £53,495.74 (£325.88) 21/22: £64,868.52 (£395.16) 22/23: £76,404.18 (£465.43) 23/24: £121,812.06 (£742.04)	1, 2, 3 <ul style="list-style-type: none"> • Billing errors show duplicated charges for 2 months • One of the meters is unrelated to the block • There are standing charges for meters showing no usage which should have been decommissioned • The charges are unreasonable in amount. The charge for a single leaseholder's share of communal electricity is 57% greater than their domestic electricity bill for their entire flat. 	<ul style="list-style-type: none"> • Error identified and removed. • Survey confirms meter serves building. Merely, description error. • The meters were used as back ups for the main supply/meter. Charges likely <i>de minimis</i> in any event. • Not like-for-like comparison. 	<p>The Tribunal notes another concession obtained by the Applicants in bringing these proceedings.</p> <p>The Tribunal accepts that the meter ascribed to "Brixton Area Housing Office" is located in Block 6 and does serve the building. Further, having back-up meters is a reasonable approach.</p> <p>Landing areas don't need 24-hour lighting but the Respondent checked and found the provision of an alternative system would be disproportionately costly (e.g. £7,399,20 for one block) so that it is reasonable to keep the current arrangement.</p> <p>The electricity charges do seem high but the Applicants have not shown any reason to doubt that the Respondent paid this for a reasonable service. Charges have been volatile during the energy crisis and can increase significantly depending on the timing of entering into supply contracts. The charges are payable.</p>

SCOTT SCHEDULE

Estate Communal Electricity	<p>18/19: £10,455.15 (£62.75)</p> <p>19/20: £14,102.59 (£84.64)</p> <p>20/21: £13,373.93 (£80.26)</p> <p>21/22: £0.00 (£0.00)</p> <p>22/23: £19,101.04 (£114.64)</p> <p>23/24: £30,453.01 (£182.76)</p>	<ul style="list-style-type: none"> The amounts are incorrectly charged. The consumption is split arbitrarily between “Block” and “Estate” costs. Electricity for heating supply during summer months is not chargeable under the terms of the lease. Estate electricity is not chargeable under the terms of the lease. Section 20 notices were not served for the QLTA for years 18/19 and 19/20. The 16.5% management charge should not be applied to electricity consumption as it causes Lambeth to profit from price rises caused by geopolitics and is unrelated to the effort required to manage the service. 	<ul style="list-style-type: none"> The split is reasonable and based on likely consumption between block and estate services. The Council is required to provide heating during certain months. The Leases do not restrict the provision of heating outside of these months. The Lease allows for the recovery of the costs of Estate lighting. See above. The Leases provide for a management charge to be applied to the “<i>total service charge</i>”. No basis for carving out exceptions for utilities due to global crises affecting everyone. 	<p>The cost of electricity for the estate is chargeable under the lease but should not include any lighting located in the Coldharbour Lane Open Space.</p> <p>The only evidence that the car wash uses electricity from Southwyck House is a line extending from the car wash portacabin/office to the outer wall of the estate. The Respondent’s evidence was that, on inspection, the car wash could be seen to have their own meter. On balance, the Tribunal is not satisfied that the service charges include the car wash’s electricity consumption.</p> <p>The Tribunal has already ruled on the issues of consultation, the heating and hot water system, and the inclusion of the Coldharbour Lane Open Space in the main body of its decision.</p> <p>The management charge is dealt with below.</p>
Communal Electrical Maintenance	<p>18/19: £0.00 (£0.00)</p> <p>19/20: £0.00 (£0.00)</p> <p>20/21: £10,150.19 (£61.83)</p> <p>21/22: £0.00 (£0.00)</p> <p>22/23: £8,472.29 (£51.61)</p> <p>23/24: £14,395.48 (£87.69)</p>	<p>2, 3</p> <ul style="list-style-type: none"> The schedule of rates states that the contractor is responsible for the first £500 of each job, yet this has not been applied. Overheads have been charged by Lambeth when there is already a separate management charge and case law shows that this practice is incorrect and these are factored into the contract prices. No detail has been provided about the nature of these works. They cannot be determined to have been reasonably incurred if the works are not defined. 	<ul style="list-style-type: none"> First £500 is automatically deducted by the Council’s accounting system. See above. A breakdown of the costs was provided to the lead Applicant on 27 March 2025. 	<p>The Tribunal accepts that the £500 amount has already been accounted for and a sufficient breakdown has now been provided. It has also ruled on the overheads in the main body of its decision.</p>

SCOTT SCHEDULE

Communal Ventilation Maintenance	18/19: £219.62 (£1.34) 19/20: £1,722.20 (£10.49) 20/21: £0.00 (£0.00) 21/22: £2,207.18 (£13.45) 22/23: £8,478.37 (£51.65) 23/24: £8,988.99 (£54.76)	2, 3 <ul style="list-style-type: none"> Evidence shows there is no functioning communal ventilation system for which we could be charged. Servicing reports show that any previously existing system is now defunct, and has been for several years. The charge has increased drastically, yet the works are not required and no reason has been provided. Overheads have been charged by Lambeth when there is already a separate management charge and case law shows that this practice is incorrect. 	<ul style="list-style-type: none"> The Council has carried out a survey and inspection to confirm the system is now functioning. The Council has written-off the charges for all years, save 23/24. The increase in costs is due to entry into new contracts on a more comprehensive basis. The costs are also being compared to rates agreed over 15 years ago. See above. 	<p>The Tribunal notes another concession obtained by the Applicants in bringing these proceedings.</p> <p>As for 23/24, the charge is not dependent on whether the ventilation is working or not, but whether maintenance has been carried out. The Applicants themselves pointed to service records which show it wasn't working in May 2023 but most of it was working in May 2024. By definition, some maintenance must have been carried out in the meantime.</p> <p>The system is still in place and needs to be maintained, even if some lessees have replaced the communal ventilation with their own. The costs have increased because the New QLTA is based on rates at least 11 years more recent than the Old QLTA and is more comprehensive in the costs it covers.</p> <p>The Tribunal has already ruled on the overheads in the main body of its decision.</p>
Communal Water Quality	18/19: £634.39 (£3.86) 19/20: £13,057.85 (£79.54) 20/21: £670.63 (£4.09) 21/22: £1,068.88 (£6.51) 22/23: £1,070.22 (£6.52) 23/24: £1,134.68 (£6.91)	2, 3 <ul style="list-style-type: none"> A large charge has been added on top of the standard servicing fee, yet there is no definition of the works done. It's unreasonable to charge for works that cannot be defined or described. The charge has unreasonably doubled with no justification or change in works. Overheads have been charged by Lambeth when there is already a separate management charge. 	<ul style="list-style-type: none"> List with breakdown of costs provided to Leaseholders on 18 March 2025. Error identified and rectified. See above. See above. 	<p>The Tribunal notes another concession obtained by the Applicants in bringing these proceedings.</p> <p>The Respondent has now provided a breakdown of the relevant works and their cost.</p> <p>The Tribunal has already ruled on the overheads in the main body of its decision.</p>
Communal Window	18/19: £1,680.44 (£10.24)	2, 3 <ul style="list-style-type: none"> This service was never provided 	Due to the amount(s) in dispute; to save time, cost	The Tribunal notes that this item has been conceded, albeit without any admission as to

SCOTT SCHEDULE

Cleaning	19/20: £1,743.82 (£10.62) 20/21: £1,812.06 (£11.04) 21/22: £0.00 (£0.00) 22/23: £0.00 (£0.00) 23/24: £0.00 (£0.00)	<ul style="list-style-type: none"> The structure of the block means that it would be impractical to even attempt to contract for a window cleaning service. 	and/or both Council/Tribunal resources and/or to narrow the issues, the Council has, without any admission as to liability and/or accepting the Leaseholders' position, agreed to write these sums off.	liability.
Concierge	18/19: £243,370.74 (£1,482.53) 19/20: £187,037.10 (£1,139.36) 20/21: £208,140.99 (£1,267.92) 21/22: £244,295.79 (£1,488.16) 22/23: £254,692.01 (£1,551.49) 23/24: £281,434.65 (£1,714.40)	2, 3 <ul style="list-style-type: none"> Contracted overhead costs are unreasonably 3 times higher than any other block in the borough. The costs are unreasonable in amount as the equivalent hourly rate leaseholders are charged is 57% greater than the base labour cost. Quality controls have not been put in place, and so penalty cost reductions have not been applied appropriately. The cost has increased by more than the contracted indexation measure. Overheads have been charged by Lambeth when there is already a separate management charge and case law shows that this practice is incorrect. Section 20 notices were not sent to residents. Section 20 processes and documentation were not completed correctly. Procurement process did not follow PCR 2015 legislation and the tendering information was not correctly advertised. This would have led to reduced competition and inflated pricing. 	<ul style="list-style-type: none"> Overhead is a fixed percentage of labour costs. Southwyck House requires more labour, due to its size and configuration. No basis to accept the labour cost is as stated by the Leaseholders. In any event, the costs/services are provided under a competitively tendered QLTA. Standard of service monitored in various ways by the Council. The Leaseholders have failed to provide any calculations or breakdown to support this. See above. See above. See above. See above. 	<p>The concierge service operates seven days per week from 7:30-23:30 Monday to Saturday, and Sundays and bank holidays from 11:30 to 23:30. Currently 6 members of staff work on a 21-day shift rota across the two concierge offices.</p> <p>The Applicants' evidence of the unreasonableness of the costs consisted only of average concierge wages in London, rather than of contractors prepared to provide a concierge service, so it is not like-for-like, at the very least not taking into account the on-costs of employing staff such as insurance, national insurance, etc.</p> <p>Two witnesses, Ms Garside and Ms Jessop, said they experienced concierges not being at their post but their duties include being elsewhere at times and an unknown number of random moments experienced by just 2 people do not constitute evidence of a poor service.</p> <p>The Tribunal has already ruled on the issues of consultation, overheads, and contract penalties and indexation in the main body of its decision. Subject to that, these charges are reasonable and payable.</p>

SCOTT SCHEDULE

Disinfestation	18/19: £4,625.03 (£28.17) 19/20: £4,671.30 (£28.46) 20/21: £5,227.09 (£31.84) 21/22: £5,271.90 (£32.11) 22/23: £2,324.72 (£14.16) 23/24: £378.16 (£2.30)	1, 2, 3 • Jobs relate specifically to infestations in individual flats. • The lease states that tenants are responsible for everything inside their flat. This service is not chargeable under the terms of the lease	No longer in dispute	Noted.

SCOTT SCHEDULE

Door Entry System	18/19: £33,504.09 (£204.10) 19/20: £29,824.69 (£181.68) 20/21: £39,030.42 (£237.76) 21/22: £77.71 (£0.47) 22/23: £120.71 (£0.74) 23/24: £1,144.04 (£6.97)	1, 2, 3 <ul style="list-style-type: none"> The door entry system is not chargeable under the terms of the lease. The charges for years 18/19, 19/20, and 20/21 are unreasonable in amount, being tens of times higher than any other block in the borough, and completely out of proportion for the quality of the system. Overheads have been charged by Lambeth when there is already a separate management charge and case law shows that this practice is incorrect. 	<ul style="list-style-type: none"> Although not expressly mentioned, likely to be recoverable under general provisions. Due to the amount(s) in dispute; to save time, cost and/or both Council/Tribunal resources and/or to narrow the issues, the Council has, without any admission as to liability and/or accepting the Leaseholders' position, agreed to write these sums off for years 18/19 to 20/21. See above. 	<p>The wording of the preamble to the Fourth Schedule encompasses maintenance of the door entry system.</p> <p>The Tribunal notes another concession obtained by the Applicants in bringing these proceedings.</p> <p>The Tribunal has already ruled on the overheads issue in the main body of its decision.</p>
Dry Riser	18/19: £3,309.34 (£20.16) 19/20: £3,444.40 (£20.98) 20/21: £3,514.78 (£21.41) 21/22: £3,760.47 (£22.91) 22/23: £6,898.87 (£42.03) 23/24: £21,021.84 (£128.06)	2, 3 <ul style="list-style-type: none"> Amounts include charges for a fire suppression system which does not exist. Costs have unreasonably ballooned from around £3600 to over £21,000 with no explanation or justification. Overheads have been charged by Lambeth when there is already a separate management charge and case law shows that this practice is incorrect. Section 20 processes and documentation were not completed correctly. 	<ul style="list-style-type: none"> Fire suppression system refers to risers. Costs increased by result of entering into new, more comprehensive contracts and additional monthly checks required by new regulations. See above. See above. 	<p>Costs have increased due to the monthly checks now required under the Fire Safety (England) Regulations 2022 and the New QLTA which, as with other QLTAs, is more comprehensive than the Old QLTA. The Applicants' evidence of the equivalent costs in other blocks is minimal so it is impossible to tell whether the comparison is valid.</p> <p>The Tribunal has already ruled on the overheads and consultation issues in the main body of its decision.</p>
Lift Services and Repairs	18/19: £3,010.10 (£18.34) 19/20: £5,228.16 (£31.85) 20/21: £7,628.91 (£46.47) 21/22: £18,411.61 (£112.16) 22/23: £10,563.28 (£64.35) 23/24: £14,453.37	2, 3 <ul style="list-style-type: none"> Overheads have been charged by Lambeth when there is already a separate management charge and case law shows that this practice is incorrect. Section 20 processes and documentation were not completed correctly. 	<ul style="list-style-type: none"> See above. See above. 	<p>The Tribunal has already ruled on the overheads and consultation issues in the main body of its decision.</p>

SCOTT SCHEDULE

	(£88.04)			
Fire Ventilation Maintenance	18/19: £792.86 (£4.83) 19/20: £1,156.86 (£7.05) 20/21: £828.63 (£5.05) 21/22: £1,489.20 (£9.07) 22/23: £0.00 (£0.00) 23/24: £0.00 (£0.00)	2, 3 • No fire ventilation system exists	Due to the amount(s) in dispute; to save time, cost and/or both Council/Tribunal resources and/or to narrow the issues, the Council has, without any admission as to liability and/or accepting the Leaseholders' position, agreed to write these sums off.	The Tribunal notes that this item has been conceded, albeit without any admission as to liability.

SCOTT SCHEDULE

Block Repairs and Maintenance	<p>18/19: £109,154.54 (£664.93)</p> <p>19/20: £95,325.58 (£580.69)</p> <p>20/21: £131,208.45 (£799.28)</p> <p>21/22: £61,646.87 (£375.53)</p> <p>22/23: £99,399.64 (£605.51)</p> <p>23/24: £61,134.35 (£372.41)</p>	<p>1, 2, 3</p> <ul style="list-style-type: none"> Jobs related to tenant properties are not chargeable under the terms of the lease. Some jobs should have been claimed for under buildings insurance. There are duplicate charges for works. Inadequate record keeping means it is not possible to determine that jobs have been reasonably charged. Charges for electrical works should have had the first £500 covered under the terms of the communal electrical maintenance contract Charges for fire extinguishers are unreasonable in amount, being twice as much as the market rate. Charges for replacements signage (i.e. fire warning stickers) are unreasonable in amount. Large jobs (over £10K) should have been put to tender. There is no detail to confirm they were needed or correctly specified. 	<ul style="list-style-type: none"> Jobs relate to gates outside tenanted properties, which are a part of the structure of the Building. Relevant adjustments agreed. Save in respect of one item, the items relate to works carried out to the different blocks. Detailed breakdowns already provided to the Leaseholders. The Leaseholders have not identified what further documents are required. See above. Charges based on set rates, which have been competitively tendered. See above. No requirement to consult on works where a leaseholder's contribution is below £250. 	<p>The Tribunal notes more concessions obtained by the Applicants in bringing these proceedings.</p> <p>The Tribunal has already ruled on the issues of gates, overheads and consultation in the main body of its decision and on the £500 deduction above.</p> <p>The Applicants' evidence of the unreasonableness of the costs of fire extinguishers consisted only of the retail cost of such extinguishers, rather than of contractors prepared to provide, install and maintain them, so it is not like-for-like. However, the charges for the installation of signage are unreasonably high given that the signage in question mostly just consists of stickers. The Applicants' point that there appears to be a full call-out charge element for every single sticker would appear to be correct – 2 hours at a total of £150 per block is reasonable.</p> <p>Aside from that, the Applicants have not made out a case that any charges are unreasonable.</p>
Estate Repairs and Maintenance	<p>18/19: £15,402.00 (£92.44)</p> <p>19/20: £2,662.61 (£15.98)</p> <p>20/21: £1,521.81 (£9.13)</p> <p>22: £3,140.71 (£18.85)</p> <p>22/23: £749.00 (£4.50)</p> <p>23/24: £21,738.50 (£130.46)</p>	<p>1, 2, 3</p> <ul style="list-style-type: none"> Jobs related to tenant properties are not chargeable under the terms of the lease. Some jobs should have been claimed for under buildings insurance There are duplicate charges for works Inadequate record keeping means it is not possible to determine that jobs have been reasonably charged. Charges for electrical works should have had the first £500 covered under the terms of the communal electrical maintenance contract Charges for fire extinguishers are unreasonable in amount, being twice as much as the market rate. Charges for replacements signage (i.e. fire warning stickers) are unreasonable in amount. 	<ul style="list-style-type: none"> Points above repeated. 	

SCOTT SCHEDULE

		<ul style="list-style-type: none"> Large jobs (over £10K) should have been put to tender. There is no detail to confirm they were needed or correctly specified. 		
Grounds Maintenance	18/19: £11,217.73 (£67.32) 19/20: £10,144.09 (£60.88) 20/21: £11,398.17 (£68.41) 21/22: £16,005.26 (£96.06) 22/23: £10,353.87 (£62.14) 23/24: £11,884.00 (£71.32)	2, 3 <ul style="list-style-type: none"> Charges are unreasonable as they are for an area of 10,000m² when the actual chargeable area is only 1404m² Overheads have been charged by Lambeth when there is already a separate management charge and case law shows that this practice is incorrect. 	<ul style="list-style-type: none"> See above. See above. 	The Tribunal has already ruled on the issues of overheads and the size of the relevant area in the main body of its decision.
Tree Maintenance	18/19: £120.00 (£0.72) 19/20: £0.00 (£0.00) 20/21: £339.86 (£2.04) 21/22: £453.49 (£2.72) 22/23: £1,345.63 (£8.08) 23/24: £3,292.57 (£19.76)	2, 3 <ul style="list-style-type: none"> The charges are for trees that do not exist in the grounds of Southwyck House estate. Lambeth has agreed in principle to remove this charge but leaseholders have not yet received an adjustment. 	Due to the amount(s) in dispute; to save time, cost and/or both Council/Tribunal resources and/or to narrow the issues, the Council has, without any admission as to liability and/or accepting the Leaseholders' position, agreed to write these sums off.	The Tribunal notes that this item has been conceded, albeit without any admission as to liability.
Hot Water	18/19: £30,315.22 (£181.91) 19/20: £35,651.44 (£213.93) 20/21: £21,936.22 (£131.63) 21/22: £26,048.07 (£156.31) 22/23: £66,033.09	2, 3 <ul style="list-style-type: none"> One of the gas meters does not appear to relate to heating or hot water costs and is not reasonably charged, or chargeable under the terms of the lease Charges are unreasonably high when compared with blocks in Southwark. The charges for heating and hot water have been split arbitrarily from one set of meter readings. We cannot reasonably determine 	<ul style="list-style-type: none"> Charges relate to outgoing in respect of the building, therefore rechargeable under the Leases. See above. Split irrelevant as, ultimately, costs relate to gas consumed by the building. In any event, split based on points system. 	The meters and the reasonableness of the charges have already been addressed under the heading of Block Communal Electricity above. The purported comparison with Southwark has too little detail to know whether the comparison is valid. The Tribunal has already

SCOTT SCHEDULE

	(£396.24) 23/24: £64,816.32 (£388.94)	<p>these to be correct.</p> <ul style="list-style-type: none"> Section 20 notices were not served for the QLTA for years 18/19 and 19/20. The 16.5% management charge should not be applied to electricity consumption as it causes Lambeth to profit from price rises caused by geopolitics and is unrelated to the effort required to manage the service. 	<ul style="list-style-type: none"> See above. See above. 	<p>ruled on the overheads and consultation issues in the main body of its decision.</p> <p>The issue of the Management Charges is addressed below.</p>
--	---	---	--	--

Heating	<p>18/19: £87,140.11 (£523.00)</p> <p>19/20: £102,478.89 (£615.06)</p> <p>20/21: £63,054.94 (£378.44)</p> <p>21/22: £74,874.33 (£449.38)</p> <p>22/23: £189,809.95 (£1,139.21)</p> <p>23/24: £186,312.40 (£1,118.21)</p>	<p>2, 3</p> <ul style="list-style-type: none"> One of the gas meters does not appear to relate to heating or hot water costs and is not reasonably charged, or chargeable under the terms of the lease Charges are unreasonably high when compared with blocks in Southwark. Heating has been incorrectly charged for during summer months. The charges for heating and hot water have been split arbitrarily from one set of meter readings. We cannot reasonably determine these to be correct. Section 20 notices were not served for the QLTA for years 18/19 and 19/20. The 16.5% management charge should not be applied to electricity consumption as it causes Lambeth to profit from price rises caused by geopolitics and is unrelated to the effort required to manage the service. 	<ul style="list-style-type: none"> See above. See above. See above. See above. See above. 	<p>These issues have been addressed above and in the main body of the Tribunal's decision.</p>
-------------------------	--	--	--	--

Building Insurance	<p>18/19: Block totals not available (£421.97)</p> <p>19/20: Block totals not available (£436.32)</p> <p>20/21: Block totals not available (£451.55)</p> <p>21/22: Block totals not available</p>	<p>2, 3</p> <ul style="list-style-type: none"> Building Insurance has not been calculated in a way that is compatible with the terms of the lease. Building insurance has increased by an unreasonable amount in the last 2 years. We have been over-insured and the 	<p>Due to the amount(s) in dispute; to save time, cost and/or both Council/Tribunal resources and/or to narrow the issues, the Council, without any admission as to liability and/or accepting the</p>	<p>The Tribunal notes that this item has been conceded, albeit without any admission as to liability.</p>
------------------------------------	---	---	--	---

SCOTT SCHEDULE

	<p>available (£493.14)</p> <p>22/23: Block totals not available (£580.38)</p> <p>23/24: Block totals not available (£757.34)</p>	<p>premium is inflated when we compare the amount covered under the policy and the market rate for reinstatement of our flats.</p>	<p>Leaseholders' position, agrees to the Leaseholders' proposals for years 22/23 and 23/24.</p>	
Management Charge	<p>18/19: Block totals not available (£737.58)</p> <p>19/20: Block totals not available (£754.06)</p> <p>20/21: Block totals not available (£731.74)</p> <p>21/22: Block totals not available (£647.38)</p> <p>22/23: Block totals not available (£967.43)</p> <p>23/24: Block totals not available (£1,141.23)</p>	<p>2, 3</p> <ul style="list-style-type: none"> • Management has been unreasonably added to heating, hot water, communal electricity, and building insurance. The costs for these vary independently of any management effort. • Lambeth unreasonably profits from energy price increases caused by geopolitics. • Management charges have been incorrectly applied to overheads costs in each line item. This equates to double counting and case law describes how this practice is incorrect. • The amount charged is completely unreasonable when we consider the actual management service which has been provided to residents. 	<ul style="list-style-type: none"> • The Council is entitled to a management charge of "[...] <i>not less than 10% of the total service charge</i>". No basis for carving out exception for utilities. In any event, management charge aimed at recovering costs of Home Ownership Services. • See above. • See above. • Management charge aimed at recovering costs of Home Ownership Services. Services provided to reasonable standard, albeit not perfect standard. 	<p>The Respondent is entitled under the lease to charge for management. It is not entitled under the lease, nor is it reasonable, to increase the charge beyond standard inflation without any equivalent increase in service. The huge increase in electricity costs due to the global energy crisis, which involves no additional management, cannot justify a corresponding increase in management charges. Further, the number and type of concessions and adverse findings already referred to above suggest poor management. Management charges are capped at £600 for each year in dispute.</p>