



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

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| <b>Case Reference</b>      | <b>:</b> | <b>MAN/ooCM/BSC/2025/0001<br/>MAN/ooCM/LSC/2025/0710</b>   |
| <b>Property</b>            | <b>:</b> | <b>Flat 8 Quayside House, High Street<br/>East, Sunderland, SR1 2AY</b>  |
| <b>Applicant</b>           | <b>:</b> | <b>Mary Onezime and Edward Higham</b>  |
| <b>Representative</b>      | <b>:</b> | <b>Mr. Edward Higham</b>   |
| <b>Respondent</b>          | <b>:</b> | <b>Morelands Estates</b>   |
| <b>Representative</b>      | <b>:</b> | <b>Laurence Freilich</b>   |
| <b>Type of Application</b> | <b>:</b> | <b>Landlord and Tenant Act 1985 – s<br/>27A<br/>Commonhold and Leasehold Reform<br/>Act 2002 [Sch 11 para 5] and Sch 11<br/>para 5A<br/>Landlord and Tenant Act 1985 – s<br/>20C</b> |
| <b>Tribunal</b>            | <b>:</b> | <b>John Murray LLB<br/>Joanna Bissett FRICS</b>  |
| <b>Date of Order</b>       | <b>:</b> | <b>22 December 2025</b>  |

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**ORDER**

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## **ORDER**

The Tribunal reduces the following service charges for the years under review (2018 to 2024)

- (ii) cleaning and gardening by 50%
- (ii) management by 25%

The Tribunal determines the remainder of the service charges for the years under review to be reasonable.

The Tribunal reduces the administration charges for the years under review by 25%. Within 28 days from the date this order is sent the Respondent shall the Applicants a revised account setting out the sums payable by them for service charges and administration charges following the Tribunal's determinations. If these figures are not agreed, the Applicants may apply back to the Tribunal for a determination, setting out the reasons for the dispute within 14 days of receiving the Respondent's revised account.

## **PRELIMINARY**

1. The Tribunal received an application seeking an Order that the Respondent had not complied with provision of information requirements pursuant to the Building Safety (Leaseholder Protections) (England) Regulations 2022. Following a case management conference, the application was amended to an application for a determination as to whether service and administration charges were reasonable and payable for the years 2018 through to 2024 (case reference: **MAN/ooCM/LSC/2025/0710**)
2. The Applicants challenge Electricity charges (communal supply), Gardening / grounds maintenance, - Repairs / maintenance, Reserve / sinking fund contributions, Administration / arrears recovery charges and the alleged arrears balance. The latter was relevant only in so far as it led to the Respondent levying administration charges for late payments by the Applicant.

## **PROCEDURAL ISSUES**

3. Directions were made following a case management conference, that the Applicants should produce a statement of case setting out the grounds for the application, which identified in respect of each year in dispute, the service charge costs and administration charges which are in dispute to be done by means of a schedule or spreadsheet arranged in date order with separate columns to show (a) each disputed item; (b) the reasons why the item is

disputed; (c) the amount (if any) the Applicants are willing to pay; and (d) a space for the Respondent's comments on each item.

4. Within 21 days (beginning with the date on which the Applicants' statement of case is received) the Respondent must send the Applicants a statement of case in response setting out the reasons for opposing the application. At the same time the Respondent must confirm in writing to the Tribunal that it has done so.
5. The Respondent objected to the Applicant having not prepared such a schedule and sought to have his claim struck out. That application was not granted.
6. The Applicant objected to the Respondent not producing a bundle in time. It was due on the 29 October but not sent until (after a case management note to bar) until 6 November.
7. The Applicant sent through two physical bundles of 366 pages and 75 pages respectively. The Respondent sent through three electronic bundles, with 3299 pages, 432 pages, and 5518 pages respectively; this meant that the parties provided a total of 9,690 pages between them. Neither bundle complied with the directions or the Guidance for their preparation.
8. The Tribunal Guidance provided to parties provides clear instructions as to how to prepare a bundle with navigation by hyperlinks (where possible), instructions to not duplicate documents, and to include only what was necessary. Both parties provided bundles containing duplication, a plethora of seemingly unnecessary documents. It was entirely unrealistic of the Parties to expect any Tribunal to be able to (or need to) read this amount of documentation delivered at the last minute.
9. The Respondent, an experienced Property Manager with access to lawyers and seemingly prior experience of the Tribunal system, did provide an electronic bundle with an index. Compliance ended there, as it had no hyperlinks, and whilst it had reference to sections, they were not electronically divided. The numbering system seemed to be entirely random and made no sense at all. This made it extremely difficult to navigate by effectively having to scroll through thousands of pages of documents searching for a page which may, or may not, have aligned with the index.
10. The Applicant, a litigant in person, produced at the hearing two large paper bundles (which had been partially, but not completely) scanned by the Tribunal

office. They were disorganised and contained half pages torn off, hand scrawled notes, and were difficult to follow.

11. There had clearly been little co-operation between the parties who demonstrably had a very strained Landlord/Tenant relationship.

### **INSPECTION**

12. The Tribunal inspected the Property on the morning of the hearing. The Applicants were represented by Mr. David Higham. The Respondent, based in North London, were not in attendance nor represented.
13. Quayside is a four storey, former social housing block of eight flats on High Street East, that is now in private ownership. The block had two flats on each floor, served by a central staircase. Entrance doors to the flats were at the rear of the block, entered from locked doors off the stairwell leading to external walkways/balconies where the doors were situated.
14. The block was in fairly poor condition. The main entrance door at the front could be pulled open, the locking device being broken, enabling itinerants and rough sleepers to enter. There was evidence of vandalism (impact damage) to the internal flat door of the Applicant's flat, number 8. There was little evidence of regular cleaning, to the floors, walls and windows of the block. The gardens, small as they were, were overgrown to the front, with evidence of fly tipping; to the rear, half of the available garden space had been fenced off and was used by only one leaseholder (the Tribunal was told by Mr. Freilich that this was without permission). Trees and shrubs were overgrown, and once again, there was flytipping. The unfenced part of the garden behind the small boundary wall was full of weeds reaching the height of the wall.
15. Next door to Quayside was the block known as Bodlewell House, a larger block no longer under the Respondent's management. There had been a Right to Manage Order made by the Tribunal on the 1 May 2019 transferring the management as the Tribunal would later be told.

### **THE HEARING**

16. The hearing took place at the Sunderland Justice Centre, by way of a hybrid hearing. The Applicants were represented by Mr. David Higham, the husband of the Owner of the leasehold property. The Respondent was represented by Mr. Laurence Freilich, Director.

17. At the outset of the hearing, the Parties were advised that the Tribunal had limited time for the hearing, and with 10,000 pages of disorganised documents to consider, the parties would need to be disciplined in how they presented their respective arguments.
18. Mr. Freilich confirmed to the Tribunal that following the Case Management Conference held on 19<sup>th</sup> August, on that same date at 5.12pm a set of the accounts had been sent to the Applicants together with the expenditure statements. On the 6<sup>th</sup> November 2025 at 12.46pm they were sent a bundle with copies of invoices included.
19. By way of background, Mr. Higham explained that his wife Mary Onezime purchased the flat in 2017 for £40,000. The managing agents or freeholders in place at the time of purchase subsequently sold it on the Respondent Moreland Estates, c.2017. The Applicants have other flats in the area of Sunderland, but these are nothing to do with the Respondent. He said that at one point, the Respondent did have the freehold for the building Bodlewell next door, but the Right to Manage had been acquired from them, as one of the Respondent's bundles confirmed.
20. The Applicant told the Tribunal that he visits Sunderland on a regular basis to inspect his properties and to liaise with his letting agent. He found that Quayside had been fine to begin with but had declined over time. He referred to photos in 2020 and more recent photos in his bundle. He said that the photos showed "no improvement", but when questioned, he could point to no deterioration other than the roof.
21. Mr. Higham stated that very little maintenance, if any, had been carried out at Quayside over seven years. He stated that in respect of payments he had made to the Respondent, the accounts were non-existent. Mr. Freilich claimed that they owed a lot of money. He said that he could prove through his own receipts and tenancy reports and standing orders and bank statements that he had given to the Court. He estimated that they had paid £9,000 over the time, and that would be a reasonable amount to pay over that time period for the services received. He had sent in several letters over the years including, he said, 59 requests for invoices.
22. Mr. Higham noted that invoices produced by the Respondent in the bundle only existed up to 2020, and there were no invoices for work done after that time. He felt that the invoices were a fraud; they were from organisations in London and did not apply to the Property. He said that he had phoned these companies up and they told him that they only did work in London.

23. He said that there were maintenance issues and lease issues; he referred to at least 19 examples of lease breaches. He said that he had not broken the lease at all. He said that they had suffered a disastrous fall in the value of the property, because it was not being maintained. He could not get a mortgage on the place. They had suffered, and their tenants had suffered.

24. The Tribunal considered the Applicant's Scott Schedule.

25. The Applicant objected to figures for Electrical Repairs £1757.78 in the service charge years to the end of 2018. Mr. Freilich pointed to invoices in the bundle for Bodlewell House on pages 1567 and 1568. These were invoices from a company called Bartletts, another called Electric Centre (in London) for supplies, for Bodlewell House. They did not add up to £1757.78 and they seemed to be for items relating to the doors at Bodlewell. Bodlewell House was originally part of the same development. The car park area was not part of the Respondent's responsibility. The car park was split off, in or around 2020 when there was a RTM. Although not the Respondent's responsibility, Sunderland Council had served notice on Mr. Freilich's company even though it was not for them to deal with. Mr Freilich said that Mr. Higham owned a car parking space, but it was not now his responsibility.

26. Mr. Freilich then referred the Tribunal to page 1635: this was an invoice for a door entry system, at a cost of £1992 plus VAT in June 2019. It did not say which property it related to.

27. Mr. Higham stated that there were no door entry system charges for that year. This was correct. There were no door entry system charges for 2018 and 2019, although there was a charge for entry phone installation of £4780.80 in 2019.

28. Mr. Freilich said that they had done the work and it was for Bodlewell House and Quayside House for £1757.38. The Fire Risk Assessment had informed them that the lights were out. There are 8 flats in Quayside and the cost had been in the region of £100 for each flat. The Applicant said he was not sure when the lighting was on and off, but the electrical boxes had been broken and never repaired.

29. The invoice for the electrical works was finally located at page 672 of the bundle and was for 16 emergency fittings throughout both Bodlewell and Quayside House. It was an invoice for £1464 plus VAT of £293.38, and it was from Moreland Estate Management Ltd to Ground Rent Trading Limited. Charges were £46.53 per unit, with £45 per fitting.

30. During the course of the hearing, in the absence of any logical indexing and numbering, both parties struggled to understand and find relevant documents in their own bundles, which made progress extremely slow.

31. The Tribunal asked Mr Freilich how in practice his company managed the Property. He said that he had local teams that looked after things in Sunderland, as his company had approximately 100 flats in Sunderland; he said that he had associated companies that own flats in Bodlewell House for example.

32. The Tribunal considered the charges for gardening and cleaning. The Respondent referred to invoices for cleaning and gardening by Marylebone Property Maintenance Limited. This company was located at 1 Brinsdale Park Brinsdale Road, London NW4 1TB. The Tribunal noted that these invoices, supplied by a London based company for £625 per month, had precisely the same layout and narrative as the Respondent's invoices for management. They charged no VAT. Invoices were provided for January to April 2018, and then monthly until July 2018. From 1 August 2018 to 1 December 2018, invoices for the same amount were issued on behalf of Marylebone Maintenance, of 30 Nottingham Place London W1U 5NP.

33. The Respondent's explanation was that the gardening was done by one Alin Chrisou, who produced fortnightly logs to show that it was done. Apparently, Marylebone Maintenance, based in London, had a team in Sunderland, although the arrangements seemed somewhat opaque. Mr. Freilich said that he did not receive complaints on a daily basis; the whole development was tenanted, and investors were "only interested in their returns". He said that Marylebone Maintenance had no relationship with him personally and they did not charge VAT. Mr Freilich told the Tribunal that he visited Sunderland every six weeks, for the last six months. He said that the Respondent did not touch fly tipping now as they were not responsible for that.

34. He said that Marylebone Management were used for the Quayside stairwell and whole garden area of the estate – and generally for litterpicking the area. They were charging c. £625 pcm – for cleaning of the inside and external areas, litterpicking, grass verges at front and the sides. He stated that they were "not gardening "at the moment" because they were "not getting the money in"

35. Mr. Higham said that in 2020 the cleaning and gardening charges were £5,000 for both buildings, but the RTM Order for Bodlewell had been made on 14<sup>th</sup> September 2018. Mr Freilich responded that the fees included the fees for the car park area until a further Tribunal determination had been made on 9<sup>th</sup> March 2023 which clarified the situation, that the car park area was not the Respondent's responsibility.

36. He said that the Cleaning and Gardening of common parts was £2436 in 2021. This was the first year after the RTM resulted in the "split" of the two properties. Bodlewell had been contributing previously, but at this stage the Respondent was still responsible for the car park until the 2023 Tribunal decision.
37. Mr. Higham referred to complaints in the bundle, and the Council had put "a health order" on the place. Nothing had changed since 2020; he had hundreds of letters asking about maintenance.
38. He queried the invoices for the electricity supply of £537.46, as there was only one light in the common areas. Mr. Freilich said that they were supported by invoices, and the Tribunal had seen more than one light in the common areas.
39. In relation to General maintenance Mr Higham stated that the postboxes had been in disrepair since the beginning of his ownership. Mr. Freilich said that his contractors Crisu had replaced them previously and invoices in the bundle showed this
40. The front door had never been maintained; it was held on by three screws and Mr. Higham had demonstrated during the inspection that it could be pushed open.
41. Mr. Freilich was asked how he charged Management Fees. He said that they were based on a unit cost. There was a fee structure, and they would calculate the management fee from that, with a base start of £175 plus VAT per unit.
42. Mr. Higham questioned the Finance Charge of £60. Mr Freilich said that this was a cost of banking, and chargeable as part of the management charge.
43. Mr. Higham queried the 2021 Management Charge of £3135, and asked, why they had been so much higher in that year. Mr. Freilich responded that it was an accrual in the 2020 accounts, as it had been undercharged the year before.
44. Pest Control for 2021 was £854.40. This was not in the bundle of evidence but was shown on the day of the hearing; the Applicant confirmed that he accepted the costs were incurred.
45. Mr. Higham suggested that the window cleaning charges of £200 must be a fraud, as it was "probably impossible" to clean the windows. Windows had not

been cleaned in the last six months. The invoices had been provided at the last minute and were not in the original bundle.

46. The objection Mr. Higham made to window repairs of £200 in 2021, he accepted was a mistake, as there was no mention of this in the accounts for that year.
47. Mr. Freilich said that cleaning and gardening was carried out by KAI cleaners in 2022. They followed the same schedule once a week inside, and every fortnight for gardening and charged £192.
48. The Tribunal pointed out to Mr. Freilich that there were no invoices in the bundle from from 2022 onwards. He said that he would need to make a call as to whether they were in the original bundle. During the lunch adjournment, Mr. Freilich sent an email to the Tribunal and to the Applicant with copies of the accounts for the years 2018 to 2024, with the relevant documents and invoices for each year. The documents could not be considered as they were out of time, and the Applicant had had no time to consider them. There was no reason put forward as to why they had not been supplied earlier.
49. In relation to the Admininstration charges for late payment, Mr. Higham said that he believed their account was in credit. He said that he had paid on a regular basis by way of standing order. The Respondent's solicitor Ms. Jodie Foster said she had destroyed the cheques in 2024. He said that he had last made a payment this year in July or August.
50. Mr Freilich said the Applicant's account was in arrears of £15,890.67, and that nothing had been paid in the last five years. He then accepted that the last payment made was a cheque in April 2024 for £70.

## **DETERMINATION**

51. The Applicants applied to the Tribunal for a determination as to the reasonableness and payability of the service charges and administration charges for the years 2018 to 2024, for the Property.
52. The Tribunal was provided a few days before the hearing with 10,000 pages of random, badly presented documents by both parties.

53. The Applicants were acting in person, with no legal representation. Despite that, the directions were not properly followed, and it was hard to follow the precise arguments they made about the service charges they objected to, or what service charges they had actually paid when it came down to assessing the reasonableness of the administration charges.
54. The Respondent is a professional managing agent, managing properties on a nationwide basis. Whether by accident or design, their bundle was extremely poorly put together. It was not hyperlinked, and there was seemingly no pagination system, so that the index bore little resemblance to the contents. There was duplication, missing invoices from 2020 onwards and spreadsheets printed out and split up over several pages, so it was impossible to glean from them what headings should be attached to columns, and how they should be read.
55. When the Tribunal adjourned for lunch, the Respondent was asked if he might put together a summary of the service charges sought over the years to make matters easier to follow. The Respondent within a half hour break was able to produce a set of accounts for each year under review, with an accompanying pack of invoices behind each year, set out in logical and easy to read format. If the bundle had been presented like this in the first instance, or indeed the Applicant had been provided with this information several years ago, the matter would have progressed in a different way.
56. The Tribunal had to consider whether to accept this late evidence. There seemed no reason for it to be provided so late, and no explanation was given. The Tribunal determined that as the Applicant had not been provided with it previously, it should be disregarded.

#### **SERVICE CHARGES**

57. The main concerns that the Applicant had stated, prior to the application, and during it, was over the condition of the Property, which was not being maintained or cleaned properly, the quality of the management and the lack of transparency of the Respondent including their longstanding failure to provide invoices.
58. The Tribunal was satisfied that overall there was evidence to support charges for insurance, various works including electrical works, the supply of electricity to communal parts, banking charges, accountancy charges and health and

safety charges. These charges were considered, on the evidence before the Tribunal, to be reasonable.

59. The Tribunal was not however satisfied that the service charges for cleaning and gardening, and management, were reasonable.
60. The Respondent only produced invoices (at the very last opportunity) in the original bundle going up to 9<sup>th</sup> September 2020, the last dated invoice in bundle being from "Crissu Building Projects Ltd, 23 Newcourt Street London Nw8 7AA" so the Tribunal had very little evidence that costs had been charged for, had been incurred.
61. During the adjournment for the lunch recess, Mr. Freilich produced the required documents, being the accounts, and supporting invoices, presented in an organised fashion, in less than an hour. The Tribunal was concerned that the Applicant was able to provide these documents on the day of the hearing (presumably having always been readily available) but had never been provided to the Applicants despite repeated requests for several years; and they were not disclosed in accordance with the directions of the Tribunal. The Respondent offered no explanation for this.
62. The invoices in the original bundle for cleaning and gardening, were for a company named Marylebone Property Maintenance Limited, who were charging £625 per month during 2018.
63. The invoices were all identical format to the invoices produced by the Respondent for its management charges. Marylebone Property Maintenance Limited operated from an address in London, to provide services in Sunderland. They charged no VAT for their services. Records at Companies House show that Marylebone Property Maintenance Limited was incorporated on 14 March 2018, and dissolved on 4 June 2019. A further invoice was produced for 12 months cleaning the car park, 2018 for £750, on 25<sup>th</sup> September 2019; nearly four months after the company had been dissolved. The Respondent could not offer a plausible explanation for this, other than to agree that they were not registered for VAT. He said that the Respondent had "people in Sunderland" who carried out the work. He did not explain what Marylebone Property Maintenance Limited had to do with the services, or why they were dissolved so quickly.
64. The Respondent told the Tribunal that no cleaning had been carried out over the last six months because they had not been recovering any money for service charges. The Tribunal was not satisfied on the evidence before it that cleaning

had been done at the levels the Respondent suggested to justify the charges raised.

65. The invoices provided after the break for lunch had remarkably similar attributes; boiler plate invoices in identical format, for companies that were incorporated, and dissolved in less than two years, with addresses in London and the southeast, apparently delivering services in Sunderland, and charging no VAT.
66. The Applicants were concerned that the Respondent showed no transparency. The Tribunal could understand the Applicants' concerns. The invoices gave the hallmarks of being a sham, perhaps to avoid VAT on the services, for southeast based companies supposedly carrying out works in Sunderland.
67. The Tribunal accepted the Applicant's evidence that cleaning and gardening had not been carried out adequately, and the supporting invoices were delivered late, and raised more questions than they answered. There was no documentary evidence that the services were being checked, or information as to who the people doing this work in Sunderland were or who they were employed by. There has clearly been some cleaning over the time, (as detritus from photographs had been removed; but it was hard to accept that three hours per week had been carried out over the years under review.
68. The Tribunal determines that the cleaning and gardening charges should be reduced by 50% for the years in question.
69. In relation to window cleaning, handwritten invoices for window cleaning at £50 per quarter were produced. The Tribunal accepted these as reasonable.
70. The management charges fluctuated over the years but were in the region of £2,000 for the block, which was in the region of £250 per unit. Mr Freilich in his oral evidence said that his company's usual rates started at a base rate of £175 plus VAT per unit. However as with the invoices for cleaning and gardening, no VAT was charged on the management fees. The invoices were in exactly the same style as those produced by Marylebone Property Service Limited, in terms of layout, and narrative "issued on behalf of..."
71. The Tribunal determined that the management of the Property was sub optimal. The Property was in poor condition, with little evidence of proactive management or repairs, no sinking fund, and with extremely opaque charging methods for services.

72. The Tribunal found that the Respondent was not managing in accordance with the RICS service charge residential code; the core function of looking after the Property, attending to repairs promptly and keeping it clean and tidy were clearly not being carried out. Leaseholders were not being provided with answers to their queries. The Respondent were proactive with producing arrears letters, and chasing debt, but not so keen to provide leaseholders with evidence of what they were liable to pay for.

73. The Tribunal found substantial issues with transparency on the part of the Respondent, which fall short of the mandatory standards set out in the RICS Residential Service Charge Management Code. The companies which appear to have been wound up in short order ahead of becoming liable to register for VAT; others registered in London and the Southeast are not VAT registered despite being represented as providing cleaning, gardening and maintenance services nationwide, extending as far as Sunderland.

74. The invoices issued by these companies follow a small number of similar templates, raising concerns about authenticity and compliance with the Code's requirement that all communications should be accurate, clear, concise and courteous.

75. When questioned on these matters, the Respondent avoided providing a clear answer, and the Respondent's bundle itself was presented in a manner that was neither coherent nor easy to navigate, contrary to the Code's requirement that information should be transparent. Notably, however, during the hearing the respondent was able, over a short lunch break, to produce a clear and orderly set of invoices spanning several years, which underscored in stark contrast the earlier failure to comply with the Code on transparency and accountability; and the Tribunal's directions.

76. The RICS Residential Service Charge Management Code is approved by the Secretary of State and is often treated as a benchmark of good practice across the residential property management sector. Accordingly, the Respondent's conduct is measured not only against professional obligations but also against the accepted industry standard of transparency in service charge documentation.

77. The Tribunal determined in the circumstances that the management charges should be reduced by 25% for the years in question.

## **ADMINISTRATION CHARGES**

78. The Tribunal was asked to consider the administration charges imposed on the leaseholder by the Respondent. The Applicant stated in their bundle relating to Finance that part of their action against the Respondent concerned their "cavalier attitude to accounting", saying that "it is clear that he has no idea of how much we have paid". Mr. Higham went on to say that he had kept records, and in his file he presented them. He said that the Respondent's in house solicitor had confirmed that she had destroyed cheques for no apparent reason.
79. Mr. Higham said that he was "in credit "and had paid over £9,000.
80. Mr. Higham produced bank statements in which he had marked entries for cheques that he said had been sent to pay his service charges, and receipts to show he had paid. The bundle stated that the bank statements were from 2017 to "present". In actual fact the bank statements ended on the 20 April 2023, and some pages were missing.
81. Mr. Higham had marked the bank statements by annotations and coloured stickers. They were very difficult to follow but showed that payments had been sporadic.
82. Mr Higham's evidence of payments made were not at all clear. He had referred to cheques being destroyed, but some cheques had gone through on his bank statements. There was no evidence from the bank or otherwise as to who these cheques had been paid to. Mr. Higham had made no attempt to list the payments he asserted he had paid since 2018, seemingly expecting the Tribunal to make the calculations from the sporadic payments showing on his bank statements.
83. The bundle at page 165 showed payments as being up to date until the 1<sup>st</sup> of January 2018 but after that date the account had clearly gone into arrears.
84. The correspondence in the bundle between the parties showed that the Applicants had been in financial difficulty in 2019 and had asked the Respondent for time to pay.
85. The Tribunal finds that the Respondent was in arrears at various times since 2018.

86. The Tribunal finds that the level of administration fee was reasonable at £75 per letter.
87. However there had been very little effort to respond to the Applicant's concerns about services, or about what he had paid in and what the Respondent had received and the state of the Respondent's accounting systems. It is extremely difficult for the Tribunal to be precise owing to the record keeping of both parties.
88. For example, payments of £150 were made by standing order on 21 January , 19 February 20 May 19 June and 19 July 2019, but on each occasion, only £50 allocated to the ledger, despite it being supposedly for 8 Quayside, 16 Bodlewell, and Parking Space K. And a standing order paid to Moreland Estate for £200 on 19 September 2019 had only £100 allocated on that date.
89. The Respondent had provided their spreadsheet ledger over several pages in the bundle (pages 160 – 191) making it extremely difficult to decipher because the headings did not transfer. The Respondent does not appear to have recorded clearly on their accounts what has been paid by the Applicants and how payments have been allocated. Similarly, the Applicant has not provided a schedule of what they have paid over.
90. Given the overall state of the evidence presented by both parties, and in accordance with the overriding objective, we find ourselves having to once again adopt a broad-brush approach, to make a determination.
91. The Tribunal finds that the Applicants were in arrears; we also find that the Respondent's accounting systems were far from transparent, and that it was unfortunate that the enthusiasm demonstrated in their pursuit of arrears was not matched by their enthusiasm for providing a service with clarity and transparency.
92. The Tribunal in all the circumstances reduces the administration charges overall by 25%.

**Tribunal Judge John Murray**

**22 December 2025**