



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

Case Reference : **CHI/45UH/LSC/2024/0121**

Property : **Canterbury House,
Broomfield Avenue,
Worthing, Sussex BN14 7PL**

Applicants : **Jonathan Terrence Rollings
Karen Lorraine Rollings,
Aaron Lee Muttitt, Sophie
Elaina Muttit, Lisa Jayne
Trunks, Dean Anthony
Trunks, Paul Anthony Evans
Kathryn Sarah Evans
Dehinga Mudith Anushka
Silva, Rejenthini Silva, Tara
Russell Goodchild
Alexandra Adams
(Gregsons Solicitors)
Ms. Doliveux of Counsel**

Representative : **(Gregsons Solicitors)
Ms. Doliveux of Counsel**

Respondent : **Assethold Limited**

Representative : **Ronnie Gurvitz
Eagerstates**

Type of Application : **Determination of liability to
pay and reasonableness of
service charges Section 27A
Landlord and Tenant Act
1985**

Tribunal : **Judge T. Hingston
Andrew Crawford MRICS
Stephen Mason FRICS**

Date of Decision : **25th January 2026**

Summary of the Decision of the Tribunal: -

The Tribunal determines that the Applicants are only liable to pay service charges in the following amounts (which do not take into account payments already made) for the years 2022, 2023 and 2024 as set out below :-

- **Jonathan and Karen Rollings** Flat 2 - Liability at 10%. No demands have been issued during the relevant period. Any costs incurred more than 18 months ago are not payable because no Section 20B notice has been served. Nothing is payable at present.
- **Aaron and Sophie Muttitt** Flat 3 - Liability at 7%: £ 495.04 (2022); £628.15 (2023); £845.09 (2024) total **£1,968.28**
- **Lisa and Dean Trunks** Flat 4 - Liability at 6%: £388.20(2022); £512.70 (2023); £724.36 (2024) total **£1,525.26**
- **Paul and Kathryn Evans** Flat 5 - Liability at 6%: £388.20 (2022); £512.70 (2023); £724.36 (2024) total **£1,525.26**
- **Dehinga and Rajenthini Silva** Flat 6 - Liability at 8%: £601.87 (2022); £743.60 (2023); £965.81 (2024) total **£2,311.28**
- **Tara Goodchild** Flat 7 - Liability at 5%: £281.37 (2022); £397.25 (2023); £603.63 (2024) total **£1,282.25**

2. The Tribunal determines that it is just and equitable to make an order under section 20C of the 1985 Act preventing the landlord from recovering the costs of the proceedings through the service charge.

3. The Tribunal orders that the Respondent shall reimburse the application fee and hearing fee, totalling £330, to the Applicants within 28 days of the date of this Decision.

4. Following the hearing, the Applicants have lodged an application (dated 11th December 2025) for payment by the Respondent of the sum of £7,731.60 in unreasonable costs pursuant to rule 13(1)(b) of the Tribunal Procedure Rules 2013.

5. The Tribunal reserves its decision on the Rule 13 Application and directs that the Respondent shall submit any response within 14 days of the date of this Decision.

BACKGROUND

6. The Applicants in this case are six of the nine long leaseholders at Canterbury House, Broomfield Ave, Worthing, West Sussex, BN14 7PL (the Property), which is a mixed-use development located in its own grounds. The Respondent is the freeholder, managing the property through its sister company, Eagerstates Limited.

7. The property comprises four retail units at ground level fronting onto Rectory Road, and nine residential flats at ground, first and second floor levels. Six Garages and a car park are located at the rear of the building.

8. There were two previous Applications issued by the same leaseholders on the 28 June 2022 (Case references CHI/45UH/LSC/2022/0077 and CHI/45UH/LAC/2022/0008), in respect of the service charge years 2019, 2020 and 2021. The Decision in that matter was eventually issued on the 1st of September 2023.

9. By an application dated the 12th of July 2024, the Applicants are now seeking a determination of liability to pay and reasonableness of service charges for the years 2022, 2023 and 2024.

10. The Applicants further seek orders pursuant to Section 20C of the Landlord and Tenant Act 1985 (hereafter referred to as 'the 1985 Act') and paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002, limiting the landlord's ability to recover costs of the proceedings and administration charges from the Applicants by way of service charges.

11. The current case has a long and complex history, as set out in the attached 'Chronology'.

12. There have been numerous applications, orders and Directions, and the Tribunal relies on the chronology to demonstrate that it has given the Respondent numerous opportunities to participate in the proceedings, which it has failed to take up. The Tribunal is satisfied that the Respondent has deliberately breached the directions, has not helped the Tribunal to further the overriding objective, and has not co-operated with the Tribunal generally.

13. The outcome of the Respondent's conduct of the proceedings is that it failed to provide a statement of case and failed to attend the hearing or send a representative on its behalf.

14. A bundle of relevant documentation and exhibits comprising 592 pages was provided by the Applicants, and the matter was heard by the Tribunal on the 3rd of December 2025. [Page numbers hereafter are as per the PDF bundle.]

RELEVANT LAW

15. Please see Appendix 1 attached herewith.

THE LEASE

16. The Tribunal was supplied with a copy of the lease for Flat 2, which the Tribunal understands is representative of the terms of the other residential leases at the property. The specimen lease was dated 11 June 2015 and made between Buckland Housing Limited (the Landlord) of the one part and Jonathan Terrence Rollings and Karen Lorraine Rollings (the Tenant) of the other part for a term of 125 years from 29 September 2014, on payment of rent which included ground rent of £200 per annum doubling every 25th anniversary, the Lessee's contribution to the Service Charge, and the Lessee's contribution to the Insurance Premium.

17. 'Service Charge' is defined by clause 5(c) as including: -

“such sums as shall be incurred by the Lessor in the carrying out or in procuring the carrying out of the covenants set out in the Fourth Schedule in accordance with the provisions of the Sixth Schedule (such expression shall where appropriate include the Interim Service Charge)”.

18. Under paragraph 1 of The Third Schedule the Lessee covenants with the Lessor and the Flat Owners to pay the contribution of the Lessee to the Service Charge at the times and *‘in the manner herein provided’*.

19. The Sixth Schedule is headed “Interim Charge and Service Charge”, and it sets out the terms of the service charge machinery: -

‘In this schedule the following expressions shall have the following meanings respectively:

(a) “the Accounting Period” means the period commencing on the first day of January and ending on the thirty first day of December in any year.

(b) “Total Expenditure” shall mean the total expended by the Lessor in any Accounting Period in performance of his obligations under Clause 6 of the Fourth Schedule hereto and any other costs and expenses reasonably and properly incurred by them in connection with the management of the Building.

(c) “the Interim Charge” means such sum as the Lessor or their duly appointed agents may reasonably specify as being fair and proper interim payment to be made by the Lessee on account of the Service Charge likely to be payable in respect of the Accounting Period to which such interim payment relates.

1. In this Schedule any surplus carried forward from previous years shall not include any sum set aside for the purposes of Clause 6(8) of the Fourth Schedule.

2. The first payment of the Interim Charge (on account of the Service Charge for the Accounting Period during which this Lease shall be executed) shall be made on the execution hereof being a proportion of the interim charge for the period from the date hereof until 31 December next and thereafter the Interim Charge shall be paid to the Lessor by equal payments in advance on the first day of January and the first day of July in each year and in case of default the same shall be recoverable from the Lessee as rent in arrears.

3. If the Interim Charge paid by the Lessee in respect of any Accounting Period exceeds the Service Charge for the period the surplus of the Interim Charge so paid and above the Service Charge shall be carried forward by the Lessor and credited to the account of the Lessee in computing the Service Charge in succeeding Accounting Periods.

4. If the Service Charge in respect of any Accounting Period exceeds the Interim Charge paid by the Lessee in respect of that Accounting Period together with any surplus from previous years carried forward as aforesaid then the Lessee shall pay the excess to the Lessor within twenty eight days

of service upon the Lessee of the Certificate referred to in the following paragraph and in case of default the same shall be recoverable from the Lessee as rent in arrears.

5. As soon as practicable after the expiration of each Accounting Period there shall be served on the Lessee by the Lessor a Certificate signed by the Lessor or a duly appointed officer or agent of the Lessor containing the following information:-

(a) An account of the Total Expenditure for the Accounting Period

(b) The amount of the Interim Charge paid by the Lessee in respect of Accounting Period together with any surplus carried forward from the previous Accounting Period

(c) The amount of the Service Charge in respect of that Accounting Period

(d) The amount of any excess or deficiency of the Service Charge over the sum mentioned in sub-paragraph (b) hereof.'

CHRONOLOGY

(Please see attached – Appendix 2.)

HEARING

20. The hearing took place at Havant Justice Centre on the 3rd of December 2025.

21. Two of the Applicants, Mr. Rollings and Mr. Evans, attended in person, represented by Ms. Doliveux of Counsel and Alexandra Adams of Gregsons Solicitors.

22. No member of the Respondent company attended, nor any representative from Eagerstates Limited. Mr. Gurvits had made a last-minute application for the case to be delayed.

23. As a preliminary issue the Tribunal considered whether to adjourn the hearing, on the grounds (as argued by Mr. Gurvits) that it would prejudice the Respondent if the matter were to proceed. It was stated by Mr. Gurvits that, as the case had been cancelled/struck out on Friday the 28th of November 2025 (as per the Chronology) he had also cancelled his instructed counsel, who was now unavailable for the reinstated hearing on Wednesday 3rd December. Mr. Gurvits stated that he personally could not attend the hearing due to another court engagement, and it was too late for new counsel to prepare the case at short notice.

24. The Tribunal found that if Mr. Gurvits had only become aware of the 'striking out' and the reinstatement on Tuesday the 2nd of December, as claimed in his Case Management Application of that date (2nd December), then it was not credible that instructed counsel would have become unavailable at such short notice. The hearing date had been known to the parties since the 6th of August 2025.

25. In view of the history of delays and difficulties in this matter, and in view of the fact that the Respondent had not lodged any clear case in response in any event, the Tribunal found that it was in accordance with the overriding objective (to deal with cases fairly and justly) for the hearing to go ahead.

26. The Tribunal therefore refused the Respondent's application for a further 'delay' and ordered that the case should proceed.

APPLICANTS' CASE

27. The Applicants' case is set out in detail in the Scott Schedule at Page 195 of the bundle, as confirmed by Mr. Rollings in his sworn Statement of 24th November 2025 [Page 210].

28. Ms. Doliveux, the Applicants' counsel, made it clear to the Tribunal that no issue was being taken with validity of the demands or with certification of the accounts as a condition precedent to payment. The Applicants were seeking simply a determination as to reasonableness and payability of the service charges for the three years as specified (2022, 2023 and 2024).

29. The Tribunal was invited to take into account the findings which had been made by the previous Tribunal in respect of particular items which were again disputed for the same reasons as before.

30. As to the amounts of service charge which had been demanded, Mr. Rollings, of Flat 2, gave evidence that in fact he had not received any demand of any kind from the Respondent company since December 2021. Nor had he received any Notice under Section 20B(2) of the 1985 Act to the effect that costs had been incurred and that he would, in due course, be required to contribute to them.

31. Mr. Evans, of Flat 5, told the Tribunal that he had received regular demands in December each year, but these did not comply with the previous Tribunal's rulings as to form and content: the correct accounting period is from 1st January to 31st December, not December to December as shown on the demands, and the correct dates for the half-yearly payments are 1st January and 1st July.

32. The demand dated 5th December 2022, for the year '*December 2021/2022*', is found at Page 187 of the bundle. The demand dated 6th December 2023, for the year '*December 2022/2023*' is at Page 189. The demand dated 3rd December 2024, for the year '*December 2023/2024*' is at Page 192.

33. The disputed elements of the service charges, as identified in the Scott Schedule, are set out as follows.

i) Window cleaning

34. It was pointed out by the Applicants that all parties conceded during the previous proceedings that the windows themselves were demised to the lessees and there was no obligation on the lessor to arrange for cleaning.

35. It was also determined by the previous Tribunal that the 'sweeping up clause' in the Lease could not be construed in such a way as to confer any window-cleaning obligation on the lessor.

ii) Gutters and downpipes

36. The Applicants submitted that the cost and frequency of gutter and downpipe cleaning was excessive and unreasonable, especially as the property has no overhanging trees.

37. The service charge account for **2022** [Page 187] lists costs of £684 for '*Gutter cleaning*' and £1,200 for '*Downpipe cleaning*', total **£1,884**. There is an invoice from BML Securities and Facilities Management (hereafter referred to as 'BML') at Page 224, dated 8th May 2022, for £1,200 for '*inspection and cleaning of all gutters and downpipes*' in April 2022. Photos of gutters and downpipes are attached. There are then two invoices from the Gresham Group at Pages 228 and 232 (with supporting photos,) dated 18th May 2022 and 22nd November 2022, for cleaning '*all gutters*'. Each of these invoices is for £342.

38. The service charge account for **2023** [Page 189] lists £744 for '*Cleaning and inspection of gutters*' and £840 for '*Downpipe inspection*', total **£1,584**. The relevant invoices [Pages 238 and 243] are two from Gresham group (for visits for '*Inspection and cleaning of all gutters and downpipes*' in May and October, at a cost of £372 per time) and one from BML [Page 237] which appears to be for the same service at a cost of £840. Although this latter BML invoice is dated April 2023, the work appears to have been carried out in October 2022, and the invoice is not supported by photographic evidence.

39. The service charge account for **2024** [Page 192] lists one item under this heading: **£372** for '*Gutter and downpipe cleaning and inspection.*' The invoice (from Gresham Group, at Page 244) is for performing the service in May 2024.

40. At Pages 245-247 the Applicants have produced photographs taken in March 2025, which show downpipes and exterior walls adjacent to the downpipes which appear to be in a poor state of repair and decoration.

41. The Applicants submit that inspection and cleaning of gutters and downpipes once per year at a cost of £372 each time would be reasonable.

iii) Drains and gullies

42. The Applicants stated that the cost for this service in 2019 was £517, in 2020 it was £2,400, and in 2021 it was £1,744.50. Documentation from previous years was exhibited to show that there were substantial costs for drains in each financial year.

43. The Applicants submit that the costs in 2022, 2023 and 2024 were excessive and unreasonable, that the managing agents failed to ensure that gullies were adequately covered and kept clear, and that they were not aware of any reported problems such as to justify repeated and significant expenditure.

44. The service charge account for **2022** lists three figures: one of £2,196 for works described as: '*Replace gully and repair area*', one of £279.30 for '*drain cleaning and de-scaling*' and one of £1,470 for '*Drainage repair and gully cleaning with HPWJ*', total **£3,945.30**. The relevant invoices for 2022 are as set out below.

45. At Page 248 there is an invoice from BML for £2,196, dated 30th November 2021. The Applicants submit that this cost has been charged in the wrong year. The works described at that time seem to have involved excavation and some reconstruction of the manhole and drain at the base of a downpipe at the rear of the building.

46. The Applicants drew the Tribunal's attention to the previous Tribunal's direction that the Respondent should not prepare service charge accounts early, before the end of the year. By doing so they risk a situation where costs incurred in one accounting period would be charged in the next, without any provision to this effect in the Lease. The Respondent has ignored this direction.

47. The next invoice is from Aquevo, dated 29th January 2022 [Page 250]. It is for £279.30, relating to '*jet-washing*' 3 gullies, clearing fat deposits and carrying out two '*patch repairs*.'

48. At Page 254 there is a further invoice from Aquevo, dated 8th August 2022, for £1,470. The document again refers to jet washing and de-fatting 3 blocked gullies, and to two '*patch repairs*'. There appears to be a further charge (unquantified) for a CCTV '*looksie*' (or '*looksee*') 'to ensure that the repairs were successful.

49. The service charge account for **2023** at Page 189 lists three figures in this category: one of £228 for '*Drains service*', one of £1,230 for '*Drain repairs*' and one of £1,350 for '*CCTV looksee and further drain repairs*', total **£2,808**.

50. The first invoice in support of these charges from Aquevo is at Page 259, and it is dated 21st August 2023. The works were said to consist of clearing 3 blocked gullies and a CCTV inspection, at a cost of £228.

51. One month later, on 7th September 2023, there is an Aquevo invoice for £1,230 (including VAT - Page 264), which refers to a '*Drainage engineer with required tools and equipment*', a '*Picote*', and a '*CCTV Looksee*'. '*Recommendations*' for further works, such as de-scaling the main drain, are also attached.

52. The next month, on 3rd October 2023, there is an Aquevo invoice for £1,350 [Page 268] for one epoxy patch repair and a CCTV inspection.

53. The service charge account for **2024** includes a total figure of **£1,632** for '*Drains service and repairs*'.

54. There is an Aquevo invoice dated 15th July 2024 [Page 272] for £252 for a '*full ppm and looksee*', which apparently identified further problems with the drains. A quotation for repair works follows thereafter.

55. At Page 277 there is an Aquevo invoice dated 19th July 2024 for £1,380, which related to attendance and carrying out of '*two epoxy patch repairs*.'

56. The Applicants submit that one attendance per year and a jet-wash, at a cost of £228, would be reasonable and sufficient if the works were done properly. It is argued that the remaining costs are not reasonable or payable.

iv) Roof works

57. The service charge accounts for **2022** include costs of **£8,386.56** for '*Roof works*'.

58. The relevant invoice is from Collins (Contractors) Limited, at Page 289. It is dated 24th November 2022, for £8,386.56, and it refers to the ‘*external refurbishment of roof, elevations, grounds and escape stairs*’, and the ‘*Final certificate as attached.*’

59. The Applicants submit that this payment is for the major roof works which were completed in 2021. The previous Tribunal determined that the total costs should be reduced, with the reduction being applied against the service charges in the 2021 accounting year. This supposed 2022 cost was therefore said to have been carried forward contrary to the Tribunal Decision, and the Applicants argue that it is not payable.

60. The service charge accounts for **2023** include a cost of £2,070 for ‘*Replacement of broken roof tiles, repointing of chimney, lead repair*’ and a further cost of £2,100 for ‘*Roof works*’, total **£4,170**.

61. There are two invoices from ‘Superior facilities Maintenance’ (hereafter to as ‘Superior’) included in the bundle, the first of which [Page 294] is dated the 30th of January 2023 for £2,070 (including VAT.) The works (as described) include replacing and repairing roof-tiles supposedly blown off and/or damaged by a storm; repointing the chimney and replacing some of the lead around it; and ensuring the ridge tile is secure. Photographs of the damaged areas are attached.

62. The second invoice from ‘Superior’ [Page 304] is dated 17th of May 2023 and the cost is £2,100 (including VAT), which is said to be in respect of repairs to ‘*up to 30*’ roof tiles and clearance of debris from the roof ‘*valley*’ and ‘*from around building.*’

63. The exhibited photographs at Pages 305 – 307, however, show no evidence of any slipped, missing or damaged tiles at all. There is no evidence of any workmen gaining access to the roof, and the Applicants do not believe that any roof work was done at this time. They therefore argue that there is insufficient evidence to support this additional cost and it cannot be said to have been ‘reasonably incurred’ or payable.

64. In summary, the Applicants argue that the roof was supposedly fully refurbished (at a significant cost) during 2020 and 2021, and the tiles and chimney-pointing should have been sound and secure anyway if the work had been done properly. They submit that, if the work had *not* been done to a satisfactory standard the contractors should have been recalled to deal with the problem, and if the work *had* been done properly, there should have been an insurance claim for storm damage.

65. In the absence of any evidence of an insurance claim, the Applicants submit that this cost is not reasonably incurred and not payable.

66. In **2024** there is no claim for any service charge contribution for roof works.

v) Insurance

67. The Applicants submit that there have been significant increases in the premiums since 2020, and these are only partially explained by the revaluation of the property (Reinstatement Cost Assessment or ‘RCA’) in October 2021.

68. The premium paid for the year from 1st March 2021 to 28th February 2022 was £2,796.82 [invoice at Page 308].

69. In **2022** the insurance cost listed in the service charge accounts (including broker's fee) was £9,927.74, plus a figure of £1,998.32 for '*Additional Insurance premium due to SI increase*': total **£11,926.06**.

70. The Applicants state that there is no satisfactory explanation, evidence or justification for the 'Additional premium.'

71. There is a schedule from Arch Insurance at Page 311 which appears to cover only a two-week period (from 11th February 2022 to 1st March 2022) at a cost of £4,795.14. It is not clear how this document fits into the overall insurance documentation.

72. At Page 314 there is an Aviva schedule for the period 12th March 2022 to 1st March 2023, at a premium of £9,877.74.

73. The service charge accounts for **2023** list only one figure for insurance, of **£12,056.39**

74. At Page 317 there is an Aviva schedule for the period from 13th March 2023 to the 1st of March 2024, at a premium of £12,006.39. The extra £50 is unexplained.

75. The service charge accounts for **2024** list one figure of **£10,576.54** for Insurance.

76. At Page 320 there is an Allianz certificate for the period 1st March 2024 to 28th February 2025, but there is no detail or evidence as to the premium payable.

77. It is argued by the Applicants that these high premiums require explanation and justification. They have obtained two quotations for £8,814.93 and £8,696.52 at 2025 prices, so it is submitted that, with a reasonable 5% reduction, the premiums in 2022, 2023 and 2024 should have been approximately £8,265 in 2022, £7,851 in 2023, and £7,459 in 2024.

78. The Applicants further query the fact that the garages at the development are also covered under the main insurance policy, even though they belong to the Respondent and are let out to other parties, not to the lessees. It is submitted that a deduction should be made for the appropriate proportion of the premium attributable to the garages.

vi) Insurance valuation

79. In 2021 the property was revalued at a cost of £2,340, which figure was reduced by the previous Tribunal to £1,200. In the course of the previous Tribunal proceedings it was accepted that a full inspection and report was necessary, but it was found that a 'desktop' update could be sufficient in three years' time (as per the letter of Mr. David Smith MRICS dated 8th May 2023.)

80. In the **2024** accounts a figure of **£2,700** was claimed for a further full RCA.

81. The Applicants submit that this cost is not reasonably incurred. They submit that £375, as quoted by Mr. David Smith MRICS (as above) for a valuation without inspection, was a reasonable amount to pay for revaluation in 2024.

(Note: the issue of Insurance commission was not pursued, due to the Respondent's failure to disclose relevant information.)

vii) Weeding

82. The only year in which there was a charge for weeding was **2022**. According to the service charge account at Page 187 the cost of weeding was **£1,722**.

83. Two invoices from BML were included in the bundle: one at Page 366 dated 29th November 2021 (outside the relevant period) for weeding the 'car-park/yard area' for £942 including VAT, and one at Page 370 for 'quarterly' weeding services, 'May 2022' at a cost of £780 including VAT.

84. The Applicants told the Tribunal that they were not aware of any weeding being done. They submitted that the cost was grossly excessive, as the small amount of work required could be done in about 30 minutes at a cost of approximately £30. The first invoice related to a different year (2021) in any event.

viii) Joinery and redecoration

85. There were no costs under these headings in **2022**. In **2023** there was a charge of **£1,800** for 'Redecorating.'

86. The Applicants submitted that this cost was not supported by the invoice at Page 371 (dated 18th February 2023, from Easi Repair) because the invoice clearly states that it is for 'Flat 1, Canterbury House' and the photographs show the interior of the flat rather than any communal areas.

87. The Applicants' case was that there was no sum payable by lessees for redecoration in 2023.

88. The **2024** accounts list figures of £1,250 for 'Communal area touch-ups', £575 for 'Redecorating of joinery' and £1,020 for 'Joinery works', total **£2,845**.

89. The first invoice under this heading is at Page 377: it is a bill from Easi Repair, dated 2nd February 2024, for 'touching up communal area where needed' - cost: £1,250. The attached photographs show a hall and stairway area with white-painted walls, and handrails which appear to be wooden: either painted or varnished in a dark colour.

90. The next invoice from Easi repair is at Page 383. It is dated 10th July 2024 and is a bill for £575 for 'redecorating joinery' at the property. The photographs show the same hallway, stairs and handrail.

91. The final invoice from Easi Repair, dated 6th November 2024, is for £1,020 in respect of repairing and redecorating joinery, i.e. timber doors, frames, handrails, balustrades and skirtings [Page 385]. There are further photographs of what appears to be the same hall and stairway.

92. The Applicants submit that the communal hall area is small, and even total redecoration should cost no more than £250. They challenge the multiple attendances of workmen under this heading and require the Respondent to justify and explain all of the costs.

ix) Fire Health and Safety Service, smoke detector testing and repairs

93. In the **2022** accounts there was one charge of £510 for '*Fire Health and Safety Service*' and one charge of £865.92 for '*Monthly Testing of Fire Health and Safety Equipment*', total **£1,375.92**.

94. As evidence of these costs, at Page 388 there is an invoice dated 22nd November 2022 from JHB Fire Services (hereafter referred to as 'JHB') for £510 in respect of a '*6-monthly fire alarm service*', '*AOV service and testing*', and a 3 – hour drain test on the emergency lighting.

95. From February to April 2022 there were monthly invoices from EFP Fire Protection (hereafter referred to as 'EFP') for checking the smoke detectors, then on 24th May 2022 there is an invoice for £247.20 for '*Smoke detectors – 6 month(sic).*' [Page 395].

96. From Page 397 – 402 the EFP invoices revert to £44.88 per month, until August 2022, and then there monthly invoices from JHB or Superior of £48.00 for the same service.

97. The Applicants submit that the only fire safety equipment in the communal areas is smoke detectors and some emergency lighting. They told the Tribunal that they do not accept that monthly testing was done because they had never seen any evidence of it.

98. In **2023** the cost of Fire Health and Safety Testing was listed in the accounts as **£1,368**.

99. Invoices in support of this figure are at Pages 406 – 411, but the Applicants pointed out that the invoices at Pages 408 and 409 include charges for inspection of two internal fire doors at a cost of £180 each (including VAT). It was submitted that the internal doors are not the responsibility of the landlord/Respondent and therefore these costs are not payable by the lessees.

100. In **2024** the charge for Fire Health and Safety was **£291.60**. Invoices from ADL Fire and Security [Pages 412 – 437] show that the monthly charge for this service was £28.20 including VAT.

The Applicants submit that this is a reasonable cost provided that the testing was done.

x) Fire risk assessment

101. There was no charge under this heading in 2022. In **2023** there was a charge of **£458.40**, supported by the invoice from London Fire Prevention Limited (LFP) at Page 438 and their attached report of June 2023 [Pages 439 et seq.].

102. The Applicants submitted that this cost was excessive, and they produced a quotation (dated April 2023) from a local company, Salvum [at Page 509] for £344.80 including VAT for the same service.

103. In **2024** there was a charge of **£456**, again supported by an invoice from LFP and another full risk assessment report. The Applicants objected to this cost on the grounds that a full re-assessment was not required annually and the charge was excessive (as compared with the quotation above.)

xi) Fire Safety signage

104. In the **2023** accounts there is a figure of **£144** for '*Supply and fitting of fire safety signage.*'

105. The invoice in respect of this cost is from Superior, dated 3rd April 2023 [Page 511] for works to: '*Design, print and hang up fire safety posters.*'

106. The Applicants' case is that proper, standard fire safety signs have always been in place, as can be seen on the back of the main entrance door in the photograph at Page 452. They are not aware of any additional 'posters' and they dispute this cost, arguing that it was not reasonably incurred, particularly as a cost of just £2.00 + VAT was included in the LFP invoice of June 2023 for '*safety signs hung at the property.*'

xii) Fire door inspections

107. The Applicants told the Tribunal that there was a charge of £2,253.08 for Fire Door Inspections and remedial works in 2021 (as per the 2021 accounts at Page 523).

108. In the **2022** accounts there is a figure of **£330** for 'Fire door inspections', supported by an invoice from Security Masters Limited at Page 512. However, this invoice is dated 29th October 2021 and is for an apparently abortive visit on the 5th of July 2021.

109. Although there are invoices (2 x £126.40) and documentation in relation to inspection of 2 fire doors by EFP in February and August 2022, [Pages 512 – 519], the costs of these particular services do not appear to have been added to the service charges in 2022.

110. In the **2023** service charge accounts there is no separate charge for Fire door inspections, but the Applicants argue that such inspections have been wrongly included (at 2 x £180) in the bill for Fire Health and Safety testing this year (as per Paragraph 99 above.)

111. In the **2024** service charge accounts there is a charge of **£120** for ‘*Fire door inspection.*’ The invoice from Blue Bridge Facility Management Limited, dated 11th October 2024, is at Page 522, and it refers to a ‘*non-intrusive inspection*’ of 5 fire doors.

112. The Applicants submit that there are only two entrance doors which are the responsibility of the landlord (as shown in the photographs at pages 515 and 516) and they say that it is not clear what this Blue Bridge invoice relates to. In the absence of any evidence as to which doors were inspected it is submitted that this cost was not reasonably incurred and it should not be payable.

xiii) Bin cleaning and rubbish

113. In the **2022** accounts there are charges of £518.40 for ‘*Bin cleaning*’ and £462 for ‘*Rubbish clearing*’, total **£980.40**.

114. The Applicants say that there is no evidence of the bins ever being cleaned or rubbish having been cleared.

115. The BML invoices at Page 524/5 and 526/7 (both for £108) are dated 4th November 2021 and 12th December 2021 respectively, so they fall into the previous service charge year.

116. The BML invoices for January, April and July 2022 are at Pages 528, 530 and 532: the total cost is 3 x £108 - £980.40.

117. The Applicants submit that these costs were not reasonably incurred and are not payable.

xiv) (Smoke detectors) and Emergency lighting

118. Smoke detector testing is dealt with under Point ix) above.

119. As for emergency lighting, there is no figure listed under this heading in the service charges for **2022**, because of the premature production of the accounts (before the end of the calendar year), but the Respondent has produced two invoices from December 2022 which have been wrongly claimed in 2023:

- one for £144 from ADL Fire and Security (dated 7th December 2022, at Page 536) for a ‘*Call-out to investigate emergency lighting*’ and
- one for £812.16 from a different company, ‘PropertyRun Contracts’ (dated 15th December 2022, at Page 537) for inspection, various repairs and certification of the communal lighting system.

120. In the **2023** accounts there are a number of items listed, including the two charges from 2022 as above:

- £144 (2022)
- £812.16 (2022)
- £2,100 for ‘*call-out for fuses for lights and smoke detectors*’. The relevant invoice from Superior [Page 539] is dated 12th January 2023 - less than a month later. The document describes findings and appears to make recommendations, with photographs attached, but it does not state that any works were actually carried out.
- £1,800 for ‘*Installation of emergency lighting to rear fire escape*’. The invoice relating to this item is a further bill from Superior at Page 547, dated the 19th of September 2023. Once again it appears that this is a list of recommended works rather than a record of works actually done, but the document is marked as ‘Paid’. Photographs appear to show solar-powered lights on the rear of the building over the fire escape*.

121. The total charge for costs in this category in the year **2023** was therefore **£4,856.16**.

122. The Applicants submit that the first two invoices are not payable in the service charges for the year **2023** under the terms of the Lease. It is further argued that the total costs said to have been incurred in this year were excessive and unreasonable.

123. In the service charge accounts for **2024** there is one figure of **£480** for ‘*Emergency lighting installation to rear fire escapes*’.

124. The relevant invoice (dated 4th of July 2024, at Pages 551 - 553) is from Easi Repair. The attached photographs appear to show the same solar-powered lights as those attached to the Superior invoice at Page 547 above*, and the wording is identical in both documents.

125. The Applicants argue that none of these costs are properly evidenced or justified, and the charges are excessive. It is submitted that the final job of fitting 4 solar-powered lights (at a standard retail price of £25 each) should have cost no more than £230 (for parts and labour) +VAT

xv) Electrical inspections

126. In the **2022** accounts there is a charge of **£1,037** for a cost described as ‘*Generation of Electrical Specification.*’ It appears that this relates to the invoice from ‘BNO – London’ (dated 19th of April 2022, at Page 556), which refers to ‘*Generation of Electrical specification and scope of works*’.

The Applicants query this cost and they have required disclosure of both documents. They also point out that in 2021 the same company, BNO, charged £2,280 for a ‘Standard Audit Report’ and £1,800 for an ‘Advanced Audit Report’. The latter found that there was ‘*no landlord supply present.*’

127. In the **2023** accounts there is a charge of **£298.80** for a ‘*Visual installation condition report*’, which was prepared by PropertyRun Contracts (invoice dated 14th of June 2023 at Page 557). This document records that the test was ‘Failed’ due to there being: ‘*no LL DB installed and CP lights being fed from Flat 4.*’

128. The Applicants query why this failure was not picked up during the expensive tests conducted by BNO in 2021, and they dispute whether the costs under this heading in 2022 and 2023 were reasonably incurred.

129. At Page 561 of the bundle the Applicants have exhibited a letter from Scooch Electrical Limited, which explains the requirements for inspection and certification of electrical installations in this particular building, and which gives a quotation of £100 - £200 plus VAT for full testing and inspection. The Applicants stated that this letter had been accepted by the previous Tribunal as evidence of reasonable costs under this heading for the years 2019 – 2021.

130. It was noted that the two companies, BNO London and PropertyRun Contracts, have given the same address on their invoices.

xvi) Key cutting

131. A sum of **£14.95** was charged for key cutting in the accounts for **2022**. The Applicants argue that there is no reason why they should pay for keys for the landlord upon its acquisition of the property.

xvii) Intercom service

132. A sum of **£420** was charged in the **2022** accounts for ‘*Intercom service*’. The invoice from BML (dated 27th December 2021, at Page 563) records that they attended and found that there was no intercom service at the property at all.

133. The Applicants dispute that this cost was reasonably incurred, and allege incompetence on the part of the managing agents.

xviii) Handrail repairing

134. In the **2022** accounts the sum of **£390** is charged for ‘*Handrail repair*’. The relevant invoice is from BML, dated 13th January 2022 [Page 564], and it appears that there were two attendances because access was not gained on the first visit.

135. The Applicants dispute their liability to pay for the first attendance.

xix Reinstatement of metal security bars

136. In the **2022** accounts the sum of **£1,300** is charged for this item. The invoice from BML, dated 8th May 2022, is at Page 566 and photographs are exhibited. It is clear from the invoice that no structural alterations were necessary: the photographs show 7 short, straight metal bars over a window above the door and it appears that these bars were merely treated and painted appropriately.

137. The Applicants submit that this cost was ‘ grossly excessive’ and that the job could have been done for £150 in total.

xx) Stairway dampness

138. The **2023** accounts show a figure of **£900** for ‘*Identification and remedy of stairway dampness.*’ There is an invoice for this sum from Superior (dated 25th of August 2023, at Page 569), which states that: ‘ *the source of the dampness in the stairway should be identified and remedied...*’.

139. At Pages 570-571 there are photographs showing a small patch of dampness on a ceiling.

140. The Applicants contest the cost of this item and submit that the repainting could have been done for £150 maximum.

xxi) Electrical cupboard

141. There were no charges under this heading in **2022**.

142. In **2023** the total charges for works to an electrical cupboard or cupboards were **£2,400**: £600 to ‘*Refit electrical cupboard so it can be locked*’ and £1,800 for ‘*Electrical installation remedial works.*’

143. There are two invoices from Superior in this year: one dated 25th August 2023 [Page 572] for: ‘*Ensure the electrical cupboard can be locked; refitt(sic) cupboard*’ at a cost of £600, and one (dated 3rd October 2023 at Page 575) for £1,800, apparently relating to ‘*Miscellaneous services*’ provided some months previously, on the 8th of June 2023.

144. The second of these invoices appears to make recommendations for works to an (unspecified) electrical cupboard (fire-resistant doors, smoke seals and locks etc.) by a ‘competent contractor’, rather than confirming that the works have been done.

145. There are photographs attached to both invoices, which appear to show two different electrical cupboards.

146. The Applicants argue that these works could have been done in one visit, and that the total cost is excessive for such a ‘modest job.’

xxii) Door handle

147. The only charge under this heading was in **2023**, at a cost of **£264**.

148. The invoice from Superior (dated 24th August 2023, Page 578) refers to ‘*Miscellaneous services*’ provided on the 7th of June 2023, and states that ‘*one of the existing door handles...*’ on the inside of the main entrance door ‘*...should be disabled*’ because ‘*Exit from the ground-floor door should not require turning more than one handle*’.

149. The wording on this invoice is taken directly from the LFP Fire Risk Assessment Report of 1st June 2023, Page 452 (where there is a photograph showing a yale lock and a door-knob or handle on the front door).

150. Attached to the Superior invoice, at Page 579, there is a close-up photograph of a door knob, but the Applicants state that they require an explanation of what work was done to justify this expense.

xxiii) Safety Harness

151. The only charge under this heading was for **£700** in **2023**.

152. The service charge accounts refer to '*Safety Harness supply*', and the invoice in support is at Page 580, from London and South East Scaffolding, at a cost of £700 on the 30th of January 2023.

153. The Applicants point out that this invoice is dated the same day as the invoice from Superior for substantial roof repairs. They say that there was no scaffolding in place at the relevant time, it is not clear what the harness was required for, and a competent roofing contractor would have had safety harnesses as part of their own standard equipment in any case.

154. The Applicants have also provided a quotation for hire of a safety harness at a cost of £70 per week, and they submit that this cost is grossly excessive.

xxiv) Gritting to paths

155. The only charge under this heading was **£198** in **2024**.

156. There is an invoice from Gresham Group dated 25th January 2024 [Page 583] which refers to gritting of '*all communal areas and footpaths*.'

157. The Applicants refer to the photographs [Pages 585 and 585] of sand or grit sprinkled over the car-park, entrance path and fire-escape at the property, and they say that such a small task could have been achieved at a cost of £30 maximum.

xxv) Accountants

158. There is an annual charge for the accountants in all three years under consideration, as follows: -

- **£660 in 2022,**
- **£690 in 2023, and**
- **£720 in 2024.**

159. These figures are supported by invoices from Martin Heller, Chartered Accountants at Pages 586 – 588.

160. The Applicants referred to the previous Tribunal's decision, in which it was said that the accounts received from the managing agent in this case were '*Simplistic*' and '*non-compliant with the terms of the Lease and/or recognised standards for service charge accounts in accordance with Tech 11/03*'.

161. It was submitted that the same criticisms apply to the 2022 – 2024 accounts, and the Applicants argued that the annual fee should be reduced to a nominal sum.

xxvi) Management fees

162. There is an annual charge for 'Management' in each of the relevant years, as follows: -

- **£3,240 in 2022**
- **£3,300 in 2023, and**
- **£3,336 in 2024.**

163. There are four invoices from Eagerstates Limited at Pages 589 – 592. The first of these is dated 24th November 2022, for £552.14, and it is said to be for '*Admin costs for major works as per Section 20 Notices*'.

164. The Applicants pointed out that any such notices would have been served prior to the commencement of the major roof works etc. in 2020, and there have been no other expensive works since (i.e. any works costing more than £250 per flat, or £2,250 in total) such as to require Notice and consultation under the 1985 Act.

165. The Applicants submit that there is no justification for charging such a fee in 2022, and no evidence to support it.

166. As for the fees in 2023 and 2024, the Applicants' case is that management is exceptionally poor, and that critical comments made about it in the previous Tribunal Decision are still applicable today.

167. In particular, the Applicants gave evidence that the agents had failed to address or correct the amounts outstanding in respect of each of their individual accounts, that there was a lack of willingness to engage in reconciliation of the figures, and that the reductions from previous decisions had not been applied. It was said that there was a lack of oversight of works or control of costs, and they had been overcharged or charged for works which had been done inadequately or not at all.

COSTS

168. The Applicants are seeking orders that costs of the proceedings and administration charges shall not be recovered by the Respondent from them by way of service charges, as well as reimbursement of their costs under Rule 13 because of delays, non-compliance and obstruction of the proceedings by the Respondent.

RESPONDENT'S CASE

169. The Respondent has not filed any Statement of Case nor answered any of the points put forward by the Applicants.

FINDINGS AND DETERMINATION

i) Window cleaning

170. As it was determined by the previous Tribunal that the windows were demised to the lessees and the 'sweeping up clause' could not be construed in such a way as to confer any window-cleaning obligation on the lessor, these 2022, 2023 and 2024 costs (£1,008 in 2022, £1,416 in 2023 and £1,800 in 2024) were not reasonably incurred.

171. It is therefore determined that none of the Window cleaning costs are payable by the Applicants.

ii) Cleaning of Gutters and downpipes

172. In **2022** there appears to have been a duplication of work, in that BML charged £1,200 for gutter and downpipe cleaning in April, and then Gresham Group charged a total of £684 for the same service carried out in May and November.

173. The Tribunal found that, as there are no overhanging trees at the property, two visits per year are unnecessary and one would be sufficient. **The Tribunal therefore determines that the charges from BML are disallowed in their entirety and the Applicants are only liable to pay their proportion of £342 for one cleaning job by Gresham Group in this year.**

174. In **2023** there are three invoices, two from Gresham Group for services carried out in May and October at a total cost of £744, and one from BML for £840. The latter invoice is dated April 2023 but it apparently relates to works undertaken in October 2022.

175. The Tribunal found that the invoice from BML is a further duplication of services carried out in 2022 and it is unsupported by any evidence, therefore it is disallowed. **It is determined that the Applicants are only liable to pay their proportion of £372 for one visit by Gresham Group in this year.**

176. In **2024** there is just one invoice from Gresham Group, for services carried out in May. **The Tribunal finds that the charge of £372 is reasonable and it is determined that the Applicants are liable to pay their share of it.**

iii) Drains and gullies

177. The Tribunal is satisfied that work was done to the drains and gullies, as described in the invoices and as illustrated by the photographs. This is a mixed use property and cleaning the drains twice a year is sensible management.

178. The previous Tribunal found that a cost of £255 twice per year was reasonable for drain cleaning.

179. Applying its general knowledge and expertise, in light of the increase in the cost of living since the previous Decision, the Tribunal finds that £300 twice per year is reasonable just for clearing the drains and gullies.

180. As for the remaining inspections and ‘patch’ repairs: it is not clear why some of the invoices are so high, and there is no evidence or justification put forward for the difference between the lower invoices and others which are higher for similar works.

181. In **2022** the invoice from BML for £2,196 has been charged in the wrong year and it is not payable. **However, it is determined that the Applicants are liable to pay their proportion of the remaining £1,749.30 costs incurred from Aquevo in this year, as the Tribunal is satisfied that works were done and the amount charged was ‘not beyond the realms of reasonableness’.**

182. In **2023** the total cost of drainage works was £2,808. The Tribunal found that the first invoice from Aquevo (for £228 for clearing blocked gullies in August 2023) was reasonable, but the two invoices dated September 2023 and October 2023 were excessive and not backed up by clear evidence.

183. The September invoice, for £1,230 [Page 264] refers to a ‘*Drainage engineer with required tools and equipment*’, a ‘*Picote*’, and a ‘*CCTV Looksee*’, with recommendations for further works, such as de-scaling the main drain.

184. The October invoice is for £1,350 for one epoxy patch repair and a CCTV inspection. **The Tribunal was not satisfied that these charges in successive months were reasonably incurred, and it is determined that the total payable by the Applicants for drains in 2023 is reduced to £1,500.**

185. In **2024** the first Aquevo invoice for an inspection of the drains in July 2024, at a cost of £252, was found to be reasonable and payable. The Tribunal also found that the second invoice, for £1,380 for two ‘*patch repairs*’ was not beyond the realms of reasonableness. The Tribunal therefore determines that the Applicants are liable to pay their due proportion of **£1,632.**

iv) Roof works

186. The Tribunal found that the invoice from Collins (Contractors) Limited for £8,386.56 in **2022** related to the major roof works which had been completed in 2021, and the costs of which had been reduced by the previous Tribunal. **The Tribunal determines that the Applicants are not liable to pay any contribution to this cost, and therefore the figure payable for roof works in this service charge year is zero.**

187. In respect of the first invoice from Superior in **2023**, for £2,070, the Tribunal accepts the Applicants' argument that repairs to the roof should not have been necessary in 2023 if the works in 2020 and 2021 had been done to a satisfactory standard.

188. There is no evidence to support the second invoice from Superior, for £2,100 for works under this heading, and the Tribunal accepts Mr. Rollings' evidence that no roof works were carried out in 2023. The Tribunal finds on balance that the works were not carried out.

189. The Tribunal determines that, in the absence of any evidence of an insurance claim, the Applicants are not liable to pay any contribution towards roof works in 2023, so the amount outstanding is zero.

v) Insurance

190. The Tribunal accepts the Applicants' arguments in two respects: firstly the premiums are too high (as evidenced by the comparative quotations) and secondly the lessees should not be paying for insurance of the commercial units or the garages. In respect of the latter point, the Respondent has failed to disclose how much has been added to the premium by the inclusion of the other parts of the building in the cover, despite requests for this information. **In the circumstances the Tribunal therefore determines that the insurance contribution payable by the lessees should be reduced by one third.**

191. Taking the average of the two alternative quotations, at £8,755.22, and reducing that figure by 5% per annum to allow for increases in costs since 2022, together with a one-third deduction for the commercial units and/or garages, **the Tribunal determines that the amounts payable by the Applicants for insurance are as follows:**

2022 - £5,544.97
2023 - £5,267.72
2024 - £5,004.33.

Insurance valuation

192. The Tribunal accepts the evidence of Mr. Smith MRICS that a 'desk-top' re-valuation in 2024 would have sufficed, after the full RCA report in 2021.

193. At the time of Mr. Smith's letter in May 2023, the quotation for a desk-top valuation was £375 plus VAT.

194. In the circumstances, allowing for inflation and applying their own knowledge and experience of increases in insurance premiums in recent years, **the Tribunal determines that the amount payable by the Applicants in 2024 for revaluation should be limited to £700 plus VAT – i.e. £840.**

Weeding

195. The photographs at Page 369 appear to show that some weeding was done around the fire escape and car-parking area of the property. However, the area is small and the amount of work was very limited, so the Tribunal found that the charge of £1,722 for this service was grossly excessive and unreasonable.

196. The Tribunal determines that the amount payable by the lessees for weeding in 2022 should be restricted to £30 in total.

Joinery and redecoration

197. In the absence of any evidence to the contrary, the Tribunal accepted the Applicants' submissions that the first invoice in 2023 related to decoration of the interior of Flat 1. **It is determined that the amount payable by the Applicants for joinery and redecoration in 2023 is therefore zero.**

198. The first invoice in **2024** refers to 'touching up' of the hallway or 'communal area' rather than complete redecoration, and the Tribunal found that £1,250 was excessive for the job. **Applying their knowledge and experience the Tribunal determines that one day should have been sufficient for this work, at a cost of £360 including materials and VAT.**

199. The Tribunal further found that the invoices in **2024** for £575 for '*Redecorating of joinery*' and £1,020 for '*Joinery works – repairing and redecorating joinery*' are also excessive, with some apparent duplication of works in July and November 2024.

200. The Tribunal found that two days should have been sufficient to complete this work, at a cost of £360 per day including materials and VAT. It is therefore determined that the amount payable by the Applicants for joinery and redecoration in 2024 is limited to £1,080.

Fire Health and Safety service - smoke detector testing and repairs

201. The Tribunal accepted the Applicants' evidence that the only fire safety equipment at the property consists of smoke detectors and emergency lighting. Given that the emergency lighting is dealt with elsewhere in this Decision, the Tribunal found that monthly testing of smoke alarms is a very quick and simple job which should cost no more than £28.20 per month, as evidenced by the invoices from ADL in 2024.

202. The charges in 2022 and 2023 were grossly excessive and unreasonable and no justification or explanation is given for such high costs.

203. The Tribunal determines that the amount payable by the Applicants is restricted to a maximum of £338.40 per annum (12 x £28.20) for each of the relevant years.

Fire risk assessment

204. The Tribunal agrees with the Applicants' understanding that it is not necessary to have full Fire risk Assessments every year. The published guidance for flats of no more than 3 storeys is a review every two years and a full risk assessment every four years, as pointed out by the previous Tribunal in 2023.

205. The Applicants submitted that the cost of the assessment in **2023** was excessive. **The Tribunal finds that the quotation (dated April 2023) from the local company, Salvum for £344.80 including VAT was a reasonable amount to pay for this service, and it is determined that the amount payable by the Applicants in 2023 is limited accordingly.**

206. In 2024 there was a charge of £456, but as there had been an assessment in 2023, in the absence of any explanation from the Respondent as to the annual review, the cost is considered unnecessary and it is disallowed. The Tribunal determines that the amount payable by the Applicants in 2024 under this heading is zero.

Fire Safety signage

207. There is no evidence in support of this item of expenditure of £144 in **2023**, and the Tribunal took note of the fact that fire safety signage was apparently dealt with in June 2023 by LFP at a cost of just £2.00 plus VAT. **This Superior invoice is disallowed in its entirety, and it is determined that the amount payable by the Applicants under this heading in 2023 is zero.**

Fire doors

208. The Tribunal found that it was reasonable to have annual checks or inspections of communal internal fire-doors in a property of this nature.

209. In the **2022** accounts there is an invoice for £330 for 'Fire door inspections' from Security Masters Limited at Page 512. However, this invoice is dated 29th October 2021 and it is for an apparently abortive visit on the 5th of July 2021. The Tribunal notes that the costs of attendance by contractors who are unable to gain access should not be charged to the lessees, but in any event this cost has been charged in the wrong service charge year and it is not payable.

210. There are then invoices (2 x £126.40) and documentation in relation to inspection of the 2 main (external) entrance doors by EFP in February and August 2022. As there is no obligation on the landlord to have external entrance doors inspected, **the Tribunal found that this cost (total £252.80) in 2022 was not reasonably incurred and the Applicants are not liable to pay anything towards it.**

211. In the **2023** service charge accounts there is no separate charge for Fire door inspections, but the Applicants argue that the cost of two inspections of internal fire doors has been wrongly included (at 2 x £180) in the bill for Fire Health and Safety

testing this year. The Tribunal took account of the fact that the landlord is required under the Fire Safety (England) Regulations 2022 (which came into force in January 2023) to undertake *annual* inspections of flat entrance doors where these open onto internal areas.

212. The Tribunal therefore found that it was reasonable for the Applicants to pay for one fire door inspection in 2023, and it is determined that the amount payable is £180 (£150 + VAT).

213. In the 2024 service charge accounts there is a charge of £120 for ‘Fire door inspection.’ The relevant invoice from Blue Bridge Facility Management Limited refers to a ‘non-intrusive inspection’ of 5 fire doors. In the light of the Regulations as above, the Tribunal determines that this cost is reasonable and the Applicants are liable to pay their due share of it.

Bin cleaning and rubbish

214. There is no evidence to support the invoices for this service, and the Applicants stated that as far as they were aware no such cleaning had been done in the year that it was charged, 2022.

215. The Tribunal also noted that there is no evidence that the company in question, BML, is licenced to dispose of waste.

216. The Tribunal determines that these costs are disallowed and the sum payable by the Applicants under this heading in 2022 is zero.

Emergency lighting

217. The Applicants have disputed that any works to the emergency lighting were undertaken in 2023.

218. In the absence of any clear evidence as to what works were carried out, the Tribunal finds that the cost of £2,100 for ‘*call-out for fuses for lights and smoke detectors*’ is unexplained and unjustified. The relevant invoice from Superior describes findings, and appears to make recommendations (with photographs attached) but it does not state that any works were actually undertaken and completed.

219. As for the £1,800 invoice for ‘*Installation of emergency lighting to rear fire escape*’ from Superior, once again it appears that this is a list of recommended works rather than a record of works actually done, but the document is marked as ‘Paid’. Photographs appear to show solar-powered lights on the rear of the building over the fire escape.

220. The Tribunal disallows these costs and determines that the amount payable by the Applicants for emergency lighting in 2023 is zero.

221. In **2024** there is just one invoice (dated 4th of July 2024) from Easi Repair for £480. The attached photographs appear to show the same solar-powered lights as those attached to the Superior invoice at Page 547 above, and the wording is identical in both documents.

222. The Tribunal finds that these invoices appear to show a duplication of works, and the charges payable to Superior are found to be unreasonable and excessive as above.

223. The Applicants' evidence that 4 solar-powered lights are obtainable at a standard retail price of £25 each was accepted, and the Tribunal therefore finds that the installation of external emergency lighting should have cost no more than £420. (£250 labour, + £100 parts, + VAT).

224. The Tribunal thus determines that the Applicants are only liable to contribute their due proportion of £420 for the year 2024.

Electrical inspections

225. The previous Tribunal noted in its Decision of September 2023 (page 157) that these annual inspections were not required because of the lack of a landlord's electricity supply.

The Applicants query the unexplained costs referred to in the invoice for £1,037 from BNO – London for: '*Generation of Electrical specification and scope of works*' in **2022**. The Applicants drew the current Tribunal's attention to the fact that in 2021 the same company, BNO, had charged £2,280 for a 'Standard Audit Report' and £1,800 for an 'Advanced Audit Report', both of which sums were disallowed by the previous Tribunal on the basis of the letter from the Applicant's contractor Scooch Electrical (which was also included in the current bundle). In the absence of any disclosure as to these documents supposedly prepared by BNO, **the Tribunal finds that the associated costs were not reasonably incurred and determines that nothing is payable by the Applicants under this heading in 2022.**

226. The invoice for £298.80 in the 2023 accounts is also disallowed on the basis that such inspections are not required (as above). The document records that the test was 'Failed' due to there being: '*no LL DB installed and CP lights being fed from Flat 4.*'

227. The Tribunal determines that this cost was not reasonably incurred and the Applicants are not liable to contribute anything to it in the 2023 service charge year.

Key cutting

228. The Tribunal finds that this cost was incurred solely for the benefit of the landlord and the Applicants are not obliged to contribute to it.

Intercom service

229. The Tribunal accepts the evidence (both from the Applicants and from the contractor who attended unnecessarily) that there is no intercom system at the property. **The cost was not reasonably incurred and the Tribunal determines that nothing is payable by the Applicants.**

Handrail repairing

230. In the **2022** accounts the sum of **£390** is charged for '*Handrail repair*'. The Applicants have pointed out that there were two attendances because access was not gained on the first visit.

231. The Tribunal finds that the Applicants should not have to pay for the first visit, where the contractors were unable to carry out the work because access had not been arranged.

232. However, the Tribunal was satisfied that the work was done on the second occasion, and it is determined that the cost of £276 is reasonable and payable in this year's service charges.

Reinstatement of metal security bars

233. The Tribunal found that the work to the metal bars in **2022**, as described in the invoice and shown in the photographs, was not 'reinstatement' but was better described as 'refurbishment'. The Tribunal found that this job could have been done at a cost of £250 for labour and £30 for materials – total £280. The cost of £1,500 is grossly excessive and unjustified.

234. The Tribunal thus determines that only £280 is payable by the Applicants.

Stairway dampness

235. The Tribunal accepted the uncontested evidence of Mr. Rollings that the area of dampness on the hallway ceiling had been caused by a water leak of some sort which had dried out without causing any structural damage.

236. Given the Applicants' submissions that the invoice from Superior for £900 in **2023** was excessive and unreasonable for a small repainting job, and the lack of any justification for such high costs, **the Tribunal found that this cost was not reasonably incurred and it is determined that the Applicants are only liable to pay £150 in total.**

Electrical cupboard

237. The Applicants submitted that a total of £2,400 for the fitting of two small electrical cupboards in **2023** in the communal area was excessive.

In the absence of any justification for such high charges the Tribunal therefore finds that these costs were not reasonably incurred and, applying their own knowledge and experience, **the Tribunal determines that the amount payable by the Applicants is limited to £500.**

Door handle

238. The Applicants argue that there is no evidence as to what work was actually done to the door handle in **2023**: the invoice from Superior at Page 578 has simply cut and pasted the recommendation from the Fire Risk Assessment on this topic, and the photograph does not tell us anything.

239. Accordingly the Tribunal finds that this cost of £264 is not reasonably incurred and determines that it is not payable.

Safety Harness

240. The Tribunal accepts the uncontested evidence of the Applicants on this subject in two respects: -

- Firstly, that a safety harness could be hired for £70 per week or £40 per day, and
- Secondly that any competent roofing contractor would supply their own equipment rather than hiring it from an external source.

241. Accordingly it is determined that this cost of £700 in 2023 is not reasonably incurred and the sum payable by the Applicants is zero.

Gritting to paths

242. The Tribunal finds that there is only evidence of one superficial application of grit to a small area in **2024**. **It is determined that the cost of £196 was excessive, and the Applicants are only liable to pay £50 for this service.**

Accountants

243. The Tribunal refers to the previous Tribunal Decision and finds that the same criticisms apply to the accounts as were found in 2023. As set out above, the service charge year is given incorrect dates, some items have been charged in the wrong year, and the accounts do not comply with the recognised standards.

244. It is therefore found that the Respondent failed to take note of the 2023 Decision, the accounts have not improved, and the full costs of accountancy were not reasonably incurred during the years under consideration.

245. Taking account of increases in the cost of living since 2021 (the last year determined by the previous Tribunal) the current Tribunal determines that the fees for Accountancy are reduced to £250 per annum for the years 2022, 2023 and 2024.

Management fees

246. In their Decision of September 2023 the previous Tribunal found that the Eagerstates Management company did not provide a reasonable standard of service, and they reduced the fees (of £250 per flat) by 25% for that reason.

247. In the present case it is evident that the agents have not applied the reductions made in the 2023 Decision, thus depriving the Applicants of substantial sums which should have been credited to their accounts. The agents have also failed to correct errors in the service charge demands and accounts, and they have consistently failed to disclose important information upon request.

248. The absence of any Response to the Applicants' case and the failure to send any representative to the hearing is also taken as an example of poor management.

249. In all the circumstances the Tribunal finds that the management costs were not reasonably incurred and determines that the fees payable should be as follows: -

250. In 2022, the fee of £552.14 charged for 'Admin. Costs for major works' is found to relate to works completed in 2021 and it is not payable.

2022 - The main fee of £3,240 equates to £360 per flat and is not reasonably incurred. The Tribunal determines that this figure should be reduced by 50%, to £1,620.

2023 - The fee of £3,300 is reduced by 50%, to £1,650.

2024 - The fee of £3,336 is reduced by 50%, to £1,668.

CONCLUSION

The total service charges payable by the Applicants in the relevant years are therefore as follows: -

2022	
Insurance -	5,544.97
Monthly fire safety testing -	338.40
Weeding	30.00
Fire door inspection	252.80
Drainage works	1,749.30
Handrail repair	276.00
Gutter cleaning	342.00
Metal bar repainting	280.00
Accountant	250.00
Management	<u>1,620.00</u>
TOTAL	£10,430.67

2023		
Insurance		5,267.72
Fire safety testing		338.40
Communal lights works (unchallenged)		812.16
Fire risk assessment		344.80
Gutter cleaning		372.00
Fire door inspection		180.00
Drain works		1,500.00
Electrical cupboards		500.00
Stairway ceiling repaint		150.00
Accountant		250.00
Management		<u>1,650.00</u>
	TOTAL	£11,365.08

2024		
Insurance		5,004.33
Gutter cleaning		372.00
Fire safety testing		291.60
Drain works		1,632.00
Gritting		50.00
Fire risk assessment		344.80
Emergency lighting works		420.00
Joinery works		1,080.00
Insurance revaluation		840.00
Fire door inspection		120.00
Accountant		250.00
Management		<u>1,668.00</u>
	TOTAL	£12,072.73

The Applicants' individual liabilities for each year are as determined according to the percentages in their Leases, set out in the 'Summary of the Decision' above.

Right to Appeal

1. A person wishing to appeal this decision to the Upper Chamber must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision. Where possible you should send your further application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal to deal with it more efficiently.

3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.