

DISPUTED SERVICE CHARGES S/C YEAR ENDED 31 March 2021

Case Reference:
LON/00AD/LSC/2025/0890

Premises:134A,
West Street, DA8
1AN

ITEM	FULL YEAR COST	AMOUNT DISPUTED	TENANT'S COMMENTS	LANDLORD'S COMMENTS	LEAVE BLANK (FOR THE TRIBUNAL)
Ad-Hoc Grounds Work	£0.70	£0.35	Orbit's own comments (2020/21 comparison) show "top up of grit and silt around estate." Accept 50% as reasonable. Require: work order, completion evidence	There are grit bins around the estate. Invoice AH001 shows the costs for Grit bags across a number of estates. St Fidelis Road adjoins West Street and has taken 1/9 th of the costs.	No longer in dispute 70p allowed
Cleaning (Estate Services)	£73.26	£53.26	Orbit admits (2020/21 comparison): "In-house teams providing cleaning services such as litter picking, sweeping etc around estate. Costs reduced due to missed visits." Service NOT provided to reasonable standard. Original complaint 11/03/20 documented failures. Independent corroboration from D. Sargent. Require: cleaning logs, evidence of	The cleaning estate services heading is for our in house team delivering external cleaning services to the estate so there are no invoices for these services as this is an apportioned rate for the salaries of the staff delivering the services. Unfortunately our current system only dates back to June 2020 but we have provided the attendance records for this period. We have also provided	Sum allowed £20 as per decision 12(c)

			actual service delivery.	copies of the estate inspections for this financial year which don't highlight any external cleaning deficiencies, only bulk waste left in and around bin areas which has had to be cleared.	
Grounds Contract	£65.60	£45.20	Orbit admits (2020/21): "Costs slightly higher than budgeted. Graffiti removal and fixing of tiles." Service DEPLORABLE (photo evidence 11/03/20). No pruning, tree stumps damaging brickwork, no replanting in 25+ years.	The routine grounds maintenance is carried out on a fortnightly basis and this covers all litter picking, grass cutting, shrub bed maintenance and the trim back of hedges and bushes on a cyclical basis. The routine grounds maintenance contract doesn't cover tree works as these works are covered under separate tree works headings. We have attached the contractor invoices for the period in question.	Amount allowed £20
Playground Equipment Repairs	£1.36	£0.00	No objection in principle	No objections to charge	£1.36 allowed
Playground Equipment Service Contract	£7.69	£0.00	Orbit admits: "Servicing costs of playground equipment." Accept.	No objections to charge	£7.69 allowed
Refuse Bin Collection	£16.97	£11.97	Orbit admits: "Fly tipping and waste removal from around	Various removals of dumped items from bin areas.	Sum offered Respondent is acceptable , see decision

			the estate and bin stores.” Bins continuously overflow (photo evidence). Service inadequate. Require: collection logs, contractor invoices.	Evidence shown in estate inspection reports.	
Repairs	£18.88	£13.88	Orbit admits: “Various repairs around estate including bollards, fencing, steps & pathways.” Yet numerous repairs from March 2020 complaint remain outstanding. Require: complete repair log, work orders, before/after photos	We have included a schedule of repairs undertaken with the associated costs.	£13.88 allowed
TV Aerial	£0.53	£0.00	Orbit admits: “Communal aerial repair due to loss of signal.” Accept.	No objections to charge	53p allowed
Water Rates	£1.03	£0.00	Accept.	No objections to charge	£1.03
Fire Risk Assessments	£5.16	£0.00	Orbit admits: “Costs less with budgeted. Water safety risk assessment in line with Health & Safety Legislation.” Accept H&S requirement.	No objections to charge	£5.16 allowed
Health & Safety Inspections	£2.81	£0.00	Orbit admits: “Repair costs lower than budgeted minor exterior lighting	No objections to charge	£2.81 allowed

			repairs.” Accept.		
Repairs	£6.15	£0.00	Orbit admits: “Repair costs lower than budgeted minor exterior lighting repairs. Cost in line with budget.” Accept but note numerous repairs remain outstanding from March 2020 complaint.	No objections to charge	£6.15 allowed
Cleaning (Estate Services)	£77.31	£57.31	Orbit admits: “Costs reduced due to missed visits.” D. Sargent email confirms ZERO cleaning of communal hallways despite multiple reports. Photo evidence 27/02/20 shows filthy hallway after claimed cleaning. Require: cleaning logs, contractor signatures, before /after photos etc.	The cleaning estate services heading is for our in house team delivering cleaning service so there are no invoices for these services as this is an apportioned rate for the salaries of the staff delivering the services. Unfortunately our current system only dates back to September 2020 but we have provided the attendance records for this period. We have also provided copies of the estate inspections for this financial year which don’t highlight any cleaning deficiencies.	£20 offered and accepted by the Applicant
Cleaning Contracts	£0.00	£0.00	No charge this year but cleaning failures documented.	No objections to charge	

Door Entry Repairs	£11.14	£8.14	Orbit admits: "Repair to buzzer not working costs higher than budgeted." Broken car park entry door reported 11/03/20 (photo evidence). Require: evidence this specific repair was completed in year with appropriate logs of work inventory to confirm.	The repair was for a broken lock to the door. Our system runs a valuation each month for repairs undertaken by our contractor, and they submit an invoice for completed repairs. The attached invoice DE001 shows the total claim and Vali Report 32460 shows a breakdown of the valuation and copy of the order.	£11.14 allowed
Door Entry Systems Service Contract	£0.00	£0.00	No charge but door issues documented in complaint.	No objections to charge	
Electricity	£34.61	£0.00	Orbit admits: "No costs incurred leaving surplus. Electricity costs slightly higher than budgeted Costs higher than budgeted." Accept utility charge	No objections to charge	£34.61 allowed
Emergency Lighting Repairs Contract	£60.00	£40.00	Orbit admits: "No costs incurred leaving surplus repairs to access box." Missing light cover at entrance (photo evidence). Tunnel light not working. Require: evidence of actual repairs completed with	During this period, the emergency lighting contract is an all inclusive contract whereby a contract cost was agreed to cover all emergency light repairs for the year. The costs this element were £24 per month. The contractor invoices for the	£60.00 allowed on Respondent's acceptance of same

			engineer cost logs.	service and repairs elements on separate invoices so we have included these under separate headings. In addition to the £24 charge per month there was an additional charge to re-secure the fire box which is shown against invoice FR001 which shows the total claim and Vali Report 32003 shows a breakdown of the valuation and copy of the order.	
Emergency Lighting Servicing Contract	£56.67	£26.57	Orbit admits: "Cost in line with budget." Require: service logs showing dates and works completed	Emergency Light Service occurs on a monthly basis. We have provided the test certificates from our contractor for this financial year.	£56.67 Allowed in full based on invoices produced and Respondent's acceptance of same
TV Aerial	£0.00	£0.00	Orbit admits: "No costs incurred leaving surplus."	No objections to charge	
Window Cleaning	-£1.37	-£1.37	Orbit admits: "Window cleaning missed visits and refund received from last year." This proves service NOT delivered yet still shows in accounts. Service NEVER provided - no resident has ever seen window cleaner (reported	The credit was as a result of previously missed window cleaning visit. It must be noted that the window cleaning is only for the communal parts and doesn't include flat windows.	All window cleaning charges are waived by the applicant

			11/03/20). Credit noted but why charge at all if service not delivered?		
Buildings Insurance	£105.52	£20.52	Orbit admits: “Cost in line with budget.” Challenge total cost allocation. Require: insurance policy documents (Section 30A LTA 1985), premium breakdown, apportionment methodology.	Orbit insure on a block insurance policy which covers all properties under their ownership or management. The insurance policy is re- tendered each year to ensure that we are receiving the best market rates. Our insurers have agreed a rate based on the property type and the number of bedrooms. The rate for a 2 bedroom flat in 20-21 was £105.52 per year. The property rates are attached shown as 20-21 Building Insurance.	Accepted by Respondent. £105.52 reasonable and allowed
Management Fee	£180.48	£130.48	Orbit admits: “Cost in line with budget.” STRONGLY CHALLENGE. Original complaint sent 11/03/20 received NO response despite 10-day commitment. Follow-up 22/04/20 after 40+ days - still no substantive response. Systematic management failures. Require:	Our management fees cover the costs of managing the common parts of the estate and block. The charge also covers the costs of but not limited to :- Preparing of budget estimates including the printing and postage costs of such. Collecting of service charges	See decision the tribunal does not consider the annual charge for management to be unreasonable and is allowed for each year

			breakdown of management activities justifying fee	throughout the year and dealing with any arrears recovery to ensure sufficient funds are available to deliver services to the estate and block. Accounting for service charge expenditure at the end of the financial year. Inspections of the property by our neighbourhood managers and repairs teams. Providing 24 hours support via our customer service hub. We are sorry you feel your complaint wasn't resolved but as the evidence provided suggests we have still delivered services and managed the common parts of the estate.	
Sinking Fund Contribution	£506.40	£256.40	Orbit admits: "Cost in line with budget." CHALLENGE. Lease requires painting/overhaul every 7 years - NOT DONE. No major works done in the time frame despite contributions. Require: fund balance, usage history, explanation for failure to perform	We are unable to locate a clause within the lease requires the painting or overhaul every 7 years. The sinking fund is collected to ensure that there are sufficient funds in place for works which fall outside of the normal accounting year occurring only once during the	It appears that there is just short of £170,000 in the reserve fund as at the beginning of 2026. The tribunal consider the sum offered by the Respondent to be a reasonable contribution for the years in question. See decision

			mandated works.	unexpired term of the lease or at intervals of more than one year. The balance of the sinking fund as at the end of January 2026 is £168,986.26.	
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Case Reference:
LON/00AD/LSC/2025/0890

Premises:134A,
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ITEM	FULL YEAR COST	AMOUNT DISPUTED	TENANT'S COMMENTS	LANDLORD'S COMMENTS	LEAVE BLANK (FOR THE TRIBUNAL)
Bulk Waste Removal	£9.95	£6.95	Service inadequate. Refuse areas continuously overflowing (photographic evidence dated 11/03/20). Attracts rodents and foxes. No evidence of adequate service delivery. Require: contractor invoices, service logs, photographic evidence of collections.	On review we can see that we have two invoices for £73.20 each totalling £146.40 that should have been for removal of items within blocks in Fedelis Road. Your proportion of these charges was £1.61, we will credit this back to your service charge account.	£5 allowed see para 12(f)
Cleaning (Estate Services)	£74.65	£59.65	Service NOT provided to reasonable standard. Original complaint 11/03/20 documented substandard cleaning with photographs. Independent corroboration from D. Sargent (29/09/21) confirms ZERO cleaning to communal hallways despite multiple reports to Orbit. Require: cleaning logs with contractor signatures, before/after photos, evidence of scheduled visits.	The cleaning estate services heading is for our in house team delivering external cleaning services to the estate so there are no invoices for these services as this is an apportioned rate for the salaries of the staff delivering the services. We have provided the attendance records for this period. We have	£15.00 allowed as agreed with Applicant

				also provided copies of the estate inspections for this financial year which don't highlight any external cleaning deficiencies, only bulk waste left in and around bin areas which has had to be cleared.	
Grounds Contract	£41.09	£31.09	Service DEPLORABLE. Contractors make no attempt at pruning/shaping. Leave tree stumps causing damage to brickwork/paving (photos 11/03/20). No clearing of leaves/weeds/litter. NO new planting in 25+ years despite Orbit claiming 2 trees planted for each removed. Gardeners observed sitting in vehicle without performing work. Require: contractor name, contract award date, service frequency, invoices with dates, photographic evidence of completed work, explanation for zero replanting.	The routine grounds maintenance is carried out on a fortnightly basis and this covers all litter picking, grass cutting, shrub bed maintenance and the trim back of hedges and bushes on a cyclical basis. The routine grounds maintenance contract would only cover doesn't cover new planting these costs would be incurred as an additional charge as and when identified. We have attached the contractor invoices for the period in question.	£15.00 allowed as per previous year but reflecting reduce overall cost
Grounds Maintenance Tree Works	£3.56	£3.56	No evidence of tree maintenance. Only evidence is tree removal leaving stumps (photos). Require: specification of works, contractor	The costs were to remove a snapped tree following storm Eunice. We have attached the associated invoice shown	£3.56 allowed De minimis

			invoices, before/after photos, explanation of what "maintenance" was performed	on invoice TW001. We don't have any before or after photographs as these were emergency works.	
Playground Equipment Repairs	£5.60	£0.00	No objection in principle but require evidence work was necessary and completed. Require: inspection reports identifying need, work orders, completion certificates, invoices	No objections to charge	£5.60 allowed
Playground Equipment Service Contract	£6.37	£0.00	No objection in principle but require evidence of regular servicing. Require: service contract terms, service logs, inspection reports, contractor invoices.	No objections to charge	£6.37 allowed
Cleaning Contracts	£260.01	£210.01	Service NOT provided. Blocks not cleaned regularly or to acceptable standard despite claims of regular service. Orbit employee attended 27/02/20 for claimed 15 minutes only - photo evidence shows hallway outside 134A remained filthy after departure. No cleaning register in blocks for verification. Independent corroboration: D. Sargent email 29/09/21 confirms ZERO cleaning of communal hallways, reported to Orbit on numerous occasions. Require: contractor name/contract, cleaning schedule,	The cleaning estate services heading is for our in house team delivering Internal cleaning services to the block so there are no invoices for these services as this is an apportioned rate for the salaries of the staff delivering the services. We have provided the attendance records for this period. We have also provided copies of the estate inspections for this financial year which don't highlight any external	£50.00 allowed see decision on apportionment of Estate costs

			completion logs with signatures, photographic evidence, explanation for absence of cleaning register.	cleaning deficiencies, only bulk waste left in and around bin areas which has had to be cleared.	
Electricity	£151.24	£0.00	Accept in principle but challenge total cost allocation methodology. Various lights throughout blocks need bulb replacement (reported 11/03/20). Lack of lighting creates security/safety concerns. Request: detailed breakdown of electricity usage vs. lighting maintenance costs, explanation of cost apportionment between properties.	No objections to charge. The electricity heading only covers the electricity usage for each block. Any repairs to lighting or re-lamping of any light fittings would be covered under the repairs heading.	£151.24 allowed
Emergency Lighting Repairs Contract	£34.79	£24.79	Missing light cover at Block 124-128B entrance (photo evidence 11/03/20) - rain exposure risks light failure. This is a safety hazard. No evidence repair/replacement completed. Require: specification of what "emergency lighting" covers, evidence this specific hazard addressed, work completion certificates, before/after photos.	During this period, the emergency lighting contract is an all inclusive contract whereby a contract cost was agreed to cover all emergency light repairs for the year. The charges moved from individual cores to the total block costs in line with the lease. The costs this element were £102 per month for the total block. The contractor invoices for the service and repairs	£34.79 allowed

				elements on separate invoices so we have included these under separate headings. There were some in year adjustments which meant the total cost was £1113.36 with your proportion being £34.79.	
Emergency Lighting	£61.88	£31.88	Accept servicing required but require proof of service. Tunnel light between West Street and St Fidelis Road not working (photo evidence 11/03/20) - safety hazard with youths congregating. Require: service contract terms, service logs showing dates/works completed, evidence tunnel light repaired.	Emergency Light Servicing occurs on a monthly basis. We have provided the test certificates from our contractor for this financial year.	£61.88 allowed
Health & Safety Inspections	£11.62	£0.00	Accept in principle BUT no evidence H&S inspection identified critical hazards reported 11/03/20: (1) Subsidized external steps Block 130-134B causing injuries to residents/guests (photos); (2) Broken security doors; (3) Missing fire equipment; (4) Improperly fixed fire access box. If inspections occurred, why were these hazards not identified and remedied? Require: H&S inspection reports, identified hazards, remedial	No objections to charge. Any defects are noted on our estate inspection checks. We have attached a sample of the estate inspections undertaken. NB The Health & Safety Inspection charge is for the testing of communal water supply for legionella. The estate inspection regime is covered as part	£11.62 allowed

			action plans with timescales.	of our management fees.	
Pest Control	£31.56	£0.00	Service required due to Orbit's failure to adequately manage refuse collection (see Bulk Waste Removal above). Accept charge but note this is consequential cost of Orbit's service failures. Require: pest control reports, treatment dates, evidence of treatments.	No objections to charge.	£31.56 allowed
Repairs	£73.28	£53.28	CHALLENGE - numerous repairs outstanding since March 2020 complaint: (1) Subsidized steps - structural hazard causing injuries; (2) Interior store cupboard door broken; (3) Adjacent fire door/framework broken; (4) Broken entry/security door locks (car park entrance); (5) Fire access box improperly secured (2 screws not 4); (6) Missing/broken wooden parking posts; (7) Worn car park bay numbering (not done in 25 years); (8) Blocked guttering/drains causing flooding; (9) Dilapidated lampposts need painting; (10) Missing lead flashing never replaced after theft. What repairs does this £73.28 represent? Require: Complete repair log for period, work orders, completion certificates, invoices, before/after photos,	We have included a schedule of repairs undertaken with the associated costs.	£20.00 allowed see decision

			explanation why reported repairs remain outstanding		
Security Equipment Repairs	£8.83	£8.83	Broken entry/security door at car park entrance reported 11/03/20 (photo evidence). Fire access box improperly secured (2 screws instead of 4) - coming away from wall. Require: evidence these specific items repaired, work orders, completion certificates, explanation why contractor paid without work verification (as acknowledged by Property Manager Ijeoma Ukwunah).	We have included a schedule of repairs undertaken under security equipment repairs. The fire box was repaired by our contractors in June 2020.	£8.83 allowed as not challenged at the hearing
Water Rates	£0.68	£0.00	Accept	No objections to charge	
Window Cleaning	£21.84	£21.84	Service NEVER PROVIDED. No resident has ever seen window cleaner at estate (reported 11/03/20). This is charge for non-existent service. Previous year (2020/21) Orbit admitted "missed visits and refund received" - proving pattern of non-delivery. Require: contractor name/contract award date, service frequency, service attendance logs, evidence of any window cleaning performed, explanation why charging for service never delivered.		Charge waived by Applicant
Buildings Insurance	£113.79	£23.79	Challenge TOTAL cost allocation. Require: insurance	Orbit insure on a block insurance policy which	£113.79 allowed

			policy documents (Section 30A LTA 1985), breakdown of premium, explanation of apportionment methodology between properties, evidence of competitive tendering for Insurance.	covers all properties under their ownership or management. The insurance policy is re-tendered each year to ensure that we are receiving the best market rates. Our insurers have agreed a rate based on the property type and the number of bedrooms. The rate for a 2 bedroom flat in 21-22 was £108.45 per year. The property rates are attached shown as 21-22 Building Insurance.	
Management Fee	£184.03	£134.03	CHALLENGE - Orbit has systematically failed management obligations: (1) No response to detailed complaint 11/03/20 (28-day deadline given); (2) No response to follow-up 22/04/20 (40+ days elapsed); (3) Multiple follow-ups 2020-2024 with minimal substantive response; (4) Failure to address H&S hazards; (5) Failure to provide statutory documentation under Sections 21-22 LTA 1985; (6) Failure to supervise contractors adequately; (7) Payment of contractors without work verification (admitted by Property	Having reviewed our files I can see that we provided a file with supporting invoices on the 9/5/24. As at 13/2/26 your service charge debt stands at £10,322.62. The last payment we received from you was on the 1/4/2020. We are always happy to deal with any issues with our service delivery but we have to maintain adequate funds in the service charge accounts to ensure services are delivered to	£184.03 allowed

			Manager Ijeoma Ukwunah); (8) Pursuit of CCJ proceedings rather than addressing legitimate complaints. Management fee should be reduced to reflect substandard management performance. Require: breakdown of management activities/costs, explanation of what “management” provided justifies this fee.	the benefit of all residents. Our management fees cover the costs of managing the common parts of the estate and block. The charge also covers the costs of but not limited to :- Preparing of budget estimates including the printing and postage costs of such. Collecting of service charges throughout the year and dealing with any arrears recovery to ensure sufficient funds are available to deliver services to the estate and block. Accounting for service charge expenditure at the end of the financial year. Inspections of the property by our neighbourhood managers and repairs teams. Providing 24 hours support via our customer service hub.	
Sinking Fund Contribution	£506.40	£256.40	CHALLENGE allocation and usage. Lease requires painting and overhaul of blocks every 7 years - NOT DONE. Blocks require: (1) Interior painting of	We are unable to locate a clause within the lease requires the painting or overhaul every 7 years. The	Respondent's figure of £256.40 allowed

			walls/ceilings; (2) Carpeting; (3) General modernization. No major works performed despite years of contributions. Why has sinking fund not been used for lease-mandated works? Why should residents continue contributing when fund not used appropriately? Require: sinking fund balance, fund usage history, explanation for failure to perform 7-year works, schedule for overdue painting/overhaul.	sinking fund is collected to ensure that there are sufficient funds in place for works which fall outside of the normal accounting year occurring only once during the unexpired term of the lease or at intervals of more than one year. The balance of the sinking fund as at the end of January 2026 is £168,986.26.	
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ITEM	FULL YEAR COST	AMOUNT DISPUTED	TENANT'S COMMENTS	LANDLORD'S COMMENTS	LEAVE BLANK (FOR THE TRIBUNAL)
Ad-Hoc Cleaning Costs	£1.15	£0.65	Orbit admits: "Cost incurred for Just ask attending removal of." Unclear what service. Require: specification of work, completion evidence.	The costs were for the removal of a sharps box to the bin area. Invoice AHC002 and Vali report 38740 show this charge.	£1.15 allowed
Ad-Hoc Grounds Work	£0.00	£0.00	Orbit admits: "Surplus as no costs incurred during service charge year." Yet grounds maintenance deplorable.	Zero Charge	
Bulk Waste Removal	£15.56	£10.26	Orbit admits: "Costs incurred for recycling fives to attend on five occasions and remove dumped items/fly tipping from communal areas are more than budget." Bins continuously overflow yet charged for "fly tipping" removal. Service inadequate creates problem.	Invoice dated 3/11/22 for removal of 4 Fridges for £544.20 order number 3989167. Invoice dated 1/6/22 for removal of white goods at £488.80 order number 3866424. Invoice dated 1/6/22 for removal of 2 fridges from Fidelis Road at £258.00 order 3889020. Invoice dated 24/2/22 for clearance of bin areas at £129.00 order number 3739091. Invoice dated 24/2/22	£5.00 allowed, see decision

				for removal of white goods at £284.40 order number 3705867. Prior year crediting accrual of order 3866424 at - £276.00	
Cleaning (Estate Services)	£89.32	£64.32	Orbit admits: "Cost incurred is in line with budget." Yet service deplorable. D. Sargent confirms ZERO cleaning. Photo evidence provided previously shows failures.	The cleaning estate services heading is for our in house team delivering external cleaning services to the estate so there are no invoices for these services as this is an apportioned rate for the salaries of the staff delivering the services. We have provided the attendance records for this period. We have also provided copies of the estate inspections for this financial year which don't highlight any external cleaning deficiencies, only bulk waste left in and around bin areas which has had to be cleared.	£25.00 allowed
Grounds Contract	£51.84	£36.84	Orbit admits: "Cost incurred is more than budget due to contract cost uplift." Service DEPLORABLE. No pruning, tree stumps damage brickwork, zero replanting in 25+	The routine grounds maintenance is carried out on a fortnightly basis and this covers all litter picking, grass cutting, shrub bed maintenance and the trim	£15.00 allowed

			years. Why should residents pay for cost increases when service substandard?	back of hedges and bushes on a cyclical basis. The routine grounds maintenance contract would only cover doesn't cover new planting these costs would be incurred as an additional charge as and when identified. We have attached the contractor invoices for the period in question.	
Playground Equipment Repairs	£4.23	£0.00	Orbit admits: "Costs incurred for addressing items identified by ROSPA inspection including closing mechanism to the gate, Junior MPU faults, safety surface and grass mats issues are more than budget." Accept ROSPA compliance	No objections to charge	£4.23 allowed
Playground Equipment Service Contract	£6.84	£0.00	Orbit admits: "Cost incurred is more than budget as includes the required ROSPA inspection in addition to the servicing contract." Accept.	No objections to charge	£6.84 allowed
Refuse Bin Collection	£0.00	£0.00	Orbit admits: "Surplus as no costs incurred during service charge year." Yet bins overflow continuously.	No objections to charge	
Repairs	£4.45	£2.45	Orbit admits: "Surplus as costs incurred for	We have included a schedule of	£2.00 allowed

			required unblocking of drains and repairs to the communal fencing are less than budget.” Numerous repairs from March 2020 remain outstanding.	repairs undertaken with the associated costs.	
Water Rates	£0.00	£0.00	Orbit admits: “Surplus as no costs incurred during service charge year. Please refer to block below for any actual expenditure.”	No objections to charge	
Ad-Hoc Cleaning Costs	£4.22	£3.22	Orbit states: “Cost incurred for Just ask attending removal of bin hazard which was not budgeted for.” Then admits: “Costs incurred for contract service provided. The budget is missing due to adjustments to apportionments in line with the lease stipulations. See AVB statement balancing overcharge figure reducing the deficit in line with your payments.” ORBIT ADMITS BUDGETING FAILURE due to incorrect apportionments!	The budgets were all set against core levels but the costs have been taken against block level in line with the lease. The works was for a biological clean which occurred in December 22. We have attached invoice AHC001 and Vali Report 39847 which shows the breakdown of the invoice and the order.	£4.22 allowed see decision
Cleaning Contracts	£183.27	£138.27	Orbit admits: The budget is missing due to adjustments to apportionments in line with the lease stipulations. See AVB statement	The cleaning service moved to our external contractors for this financial year. We have included a copy of the cleaning transactions and	£45.00 allowed

			balancing overcharge figure reducing the deficit in line with your payments.” ZERO budget set, then residents charged actual costs! Service deplorable - D. Sargent confirms ZERO cleaning – please refer to email in BUNDLE previously provided.	the invoices for the period. The estate inspections are also included which don’t highlight and issues with communal cleaning.	
Electricity	£353.09	£0.00	ORBIT ADMITS BUDGETING FAILURE: “Costs charged by the utilities company for communal electric supplies provided. The budget is missing due to adjustments to apportionments in line with the lease stipulations. Accept utility charge but apportionment methodology questionable.	No objections to charge	£353.09 allowed
Emergency Lighting Repairs Contract	£45.00	£30.00	ORBIT ADMITS BUDGETING FAILURE: “Costs incurred for contract service provided. The budget is missing due to adjustments to apportionments in line with the lease stipulations. ” Missing light cover (photo evidence). Tunnel light not working. Require: evidence of actual repairs.	The budgets were all set against core levels but the costs have been taken against block level in line with the lease.	£45 allowed

Emergency Lighting Servicing Contract	£63.28	£28.28	ORBIT ADMITS BUDGETING FAILURE: "Costs incurred for service provided. The budget is missing due to adjustments to apportionments in line with the lease stipulations. " Require: service logs	Emergency Light Service occurs on a monthly basis. We have provided the test certificates from our contractor for this financial year.	£63.28 allowed
Fire Risk Assessments	£13.75	£0.00	Orbit admits: "Costs less with budgeted. Water safety risk assessment in line with Health & Safety Legislation." Accept H&S requirement.	No objections to charge	£13.75 allowed
Health & Safety Inspections	£3.02	£0.00	Orbit admits: "Repair costs lower than budgeted minor exterior lighting repairs." Accept.	No objections to charge	£3.02 allowed
Repairs	£69.43	£44.43	Orbit admits: "Repair costs lower than budgeted minor exterior lighting repairs. Cost in line with budget." Accept but note numerous repairs remain outstanding from March 2020 complaint	We have included a schedule of repairs undertaken with the associated costs.	£25.00 allowed
Security Equipment Repairs	£12.57	£7.57	Orbit admits: "Costs incurred for Baydale attending reported communal door issues. The budget is missing due to adjustments to apportionments in line with the lease stipulations. Broken car park	We have included a schedule of repairs undertaken under security equipment repairs. The fire box was repaired by our contractors in June 2020.	£12.57 allowed as accepted by the Respondent

			door reported 11/03/20. Fire box improperly secured.		
Water Rates	£0.62	£0.00	Orbit admits: “Cost incurred for Thames water communal supply.” Accept.	No objections to charge	62p allowed
Window Cleaning	£22.52	£22.52	Orbit admits: “Costs incurred for contract service provided. The budget is missing due to adjustments to apportionments in line with the lease stipulations. ” Service NEVER PROVIDED. No resident has ever seen window cleaner. Charging for non-existent service.	We have attached the window cleaning invoices for this period. It must be noted that the window cleaning is only for the communal parts and doesn't include flat windows.	waived
Buildings Insurance	£137.93	£27.93	Orbit admits: “Cost in line with budget.” Challenge total cost allocation. Require: insurance policy documents (Section 30A LTA 1985), premium breakdown, apportionment methodology.	Orbit insure on a block insurance policy which covers all properties under their ownership or management. The insurance policy is re-tendered each year to ensure that we are receiving the best market rates. Our insurers have agreed a rate based on the property type and the number of bedrooms. The rate for a 2 bedroom flat in 22-23 was £137.93 per year. The property rates are attached shown as 22-23	£137.93 allowed

				Building Insurance.	
Management Fee	£187.71	£137.71	Orbit admits: "Cost in line with budget." STRONGLY CHALLENGE. Original complaint sent 11/03/20 received NO response despite 10-day commitment. Follow-up 22/04/20 after 40+ days - still no substantive response. Systematic management failures. Require: breakdown of management activities justifying fee	Our management fees cover the costs of managing the common parts of the estate and block. The charge also covers the costs of but not limited to :- Preparing of budget estimates including the printing and postage costs of such. Collecting of service charges throughout the year and dealing with any arrears recovery to ensure sufficient funds are available to deliver services to the estate and block. Accounting for service charge expenditure at the end of the financial year. Inspections of the property by our neighbourhood managers and repairs teams. Providing 24 hours support via our customer service hub. We are sorry you feel your complaint wasn't resolved but as the evidence provided suggests we have still	£187.71 allowed

				delivered services and managed the common parts of the estate. We have attached a sample of our estate & block inspections completed throughout the year	
Sinking Fund Contribution	£506.40	£256.40	Orbit admits: "Cost in line with budget." CHALLENGE. Lease requires painting/overhaul every 7 years - NOT DONE. No major works done in the time frame despite contributions. Require: fund balance, usage history, explanation for failure to perform mandated works.	We are unable to locate a clause within the lease requires the painting or overhaul every 7 years. The sinking fund is collected to ensure that there are sufficient funds in place for works which fall outside of the normal accounting year occurring only once during the unexpired term of the lease or at intervals of more than one year. The balance of the sinking fund as at the end of January 2026 is £168,986.26.	£256.40 allowed

See decision for 2024 issues for which we allow £170.51 for the reasons stated