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

**Case Reference** : **CAM26UH/LSC/2013/0046**

**Property** : **15 Roebuck Court, Turnips Rise, Stevenage,  
Hertfordshire SG2 8QX**

**Applicant** : **Mr Gary Reynolds**

**Representative** : **Mrs P Baines, mother of Mr G Reynolds**

**Respondent** : **Hastoe Housing Association Limited**

**Representative** : **Mr R Sheridan, Counsel  
Mr Davies from Stephens Scowan  
Solicitors  
Mr R Gleaves  
Mr P Turner, Hastoe Housing  
Association Limited**

**Type of Application** : **Decision of the Leasehold Valuation Tribunal  
on an Application Under Sections 27A and 20C  
of The Landlord and Tenant Act 1985 (The  
Act)**

**Tribunal Members** : **Mr A A Dutton – Tribunal Judge  
Mr N Martindale FRICS  
Mrs N Bhatti**

**Date of Application** : **19<sup>th</sup> March 2013**

**Date and venue of  
Hearing** : **21<sup>st</sup> June 2013**

**Date of Decision** : **22<sup>nd</sup> July 2013**

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**DECISION**

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The Tribunal makes the determinations in respect of the various items of service charges as set out on the attached schedules.

The Tribunal declines to make an order under Section 20C of the Landlord and Tenant Act 1985 (the Act).

## REASONS

1. This Application was made by Mrs Patricia Baines of behalf of her son Gary who is the leasehold owner of 15 Roebuck Court, Stevenage in Hertfordshire. The Application dated 19<sup>th</sup> March 2013 sought to challenge certain items of service charges in the years ending March 2008 through to March 2012. The first period ran from January 2007 and was therefore for fifteen months. The challenge was made to the cleaning costs, communal electricity and minor repairs and this was consistent for each year, save that in the year ending 2009 there was no challenge to the minor repair costs but in year ending March 2010 an estate charge was disputed and in the year ending March 2011 major works were also challenged. In the final year ending March 2012 Mrs Baines sought to question the estate and cyclical charges and minor repairs. The application was lodged on the basis that her son required the Respondents to justify the charges that had been made. Gary Reynolds took no part in the proceedings which were instigated and pursued solely by his mother.
2. Prior to the Hearing we were provided with two bundles of documents. These contained a copy of the lease to which we will refer as necessary in due course, the service charge accounts for each of the years and the supporting invoices for those figures contained in the accounts. The bundles also contained copies of correspondence, explanations as to cleaning and grounds maintenance and correspondence relating to a framework agreement entered into with Trevor Benton Construction Limited. We also had before us the Respondents' statement of case, the response to that by Mrs Baines, to which were attached a number of what she maintained were comparable alternative costings for the works and her witness statement. On behalf of the Respondents we had before us witness statements from Paul Turner a senior Housing Manager and Mr Robert Gleaves a chartered Building Surveyor both of whom were employed by Hastoe. We had read the relevant documents prior to the Hearing.
3. The lease is dated 28<sup>th</sup> May 1993 and contains various definitions including the definition of the block which was the buildings constructed on or on some part of the title and all common parts relating thereto. The definition of the flats and demised premises was also set out and it was noted that Mr Reynolds had a liability to contribute 3.62% of the service charge costs as provided under clause 4(3) of the lease. The lease indicated that initially the service charge year was to commence on the first day of December for each year but that has now been amended, as the landlord is entitled, to the end of March each year. The lease makes provision for interim service charges to be payable on a quarterly basis and the provision for a form of reserve fund to be created. The lessor's covenants set out the obligations to provide block services which include the usual maintenance and repair obligations. The fifth schedule sets out the costs that are recoverable as a service charge and include;

at paragraph 3 *"the costs of enforcing or attempting to enforce against any lessee the performance or observance of any covenant on the lessee's part save insofar as such costs shall be recovered from that lessee or otherwise met under provisions of clause 5(2) or this lease"*

at paragraph 5 *"the costs of an incidental to the administration and management of the block"*

and at paragraph 7 *"all other expenditure incurred by the lessor in or about the maintenance and proper and convenient management of the block including without prejudice the generality of the foregoing, the appointment and remuneration of managing or other agents, solicitors, surveyors and accountants, caretakers, porters, gardeners, maintenance staff or such other assistants as the lessor shall in its absolute discretion decide."*

## **INSPECTION**

4. Prior to the Hearing we inspected the subject premises. Roebuck Court is a purpose-built, three/four storey block under a pitched roof with a brick and tiled façade. The flat windows appear to be doubled glazed. Externally there were two store rooms, neither of which, at the time of our inspection, was locked. Fronting the road was a block of what appeared to be originally 14 garages but one of which had been converted to a bin store containing the paladins for use by the residents. Six garages faced to the road and seven were accessed from an internal concreted area. To the front of the block was a garden area which at the time of our inspection had been covered by woodchip and which included four raised planters. To the right hand side when looking at the block from the road was a drying area which poles and lines in situ and to the rear an area of grass and shrubs some six yards or so deep bounded by a tall hedge. There were also a number of mature silver birches in this rear garden. At the time of our inspection although the front area had been the subject of recent maintenance it did not look as though the grass to the rear had been cut in the last week. There were little in the way of flowers requiring immediate attention by there were shrubs and generally the exterior appeared to be clean and in a good condition.
5. There are two common entrances, serving flats 1-14 and 15-28. They are utilitarian but at the time of our inspection were clean. The lighting, it seems, is not be capable of being turned off at least for the stairs, partly it was said because there was poor natural light although the top floor had the benefit of skylights providing ample adequate light for that floor and the one below. Down some steps from the main entrance was the meter cupboard which was fairly difficult to access to read the individual meters. We noted a cleaning rota pinned to the notice board in each block which indicated that cleaning was being undertaken on a regular basis.

## **HEARING**

6. At the Hearing Mrs Blain made an opening statement setting out the basis upon which the application was brought and her concerns on behalf of her son. These were set out fully in the response document and the witness statement that she had prepared. In addition she provided us with on the morning with a schedule of the matters that she wished to investigate for each year which unfortunately had not been provided to the Respondents in advance. We have attached that

schedule to this decision and have marked thereon our findings which we hope will make it easier for the parties to see where such allowances may have been made.

7. The matter proceeded on the basis that the complaints were as set out in the application and subsequent supporting documentation and that Hastoe would therefore call evidence to rebut those concerns. They did so in the form of Mr Turner and Mr Gleaves. Mrs Baines objected to Mr Gleaves providing a witness statement because the directions had indicated that only one witness statement was to be allowed. In fact we agreed Mr Gleaves could give evidence as there were some matters upon which he would be able to assist us. It is unfortunate however, that the solicitors acting for Hastoe did not have the courtesy of corresponding with the Tribunal to seek an amendment to the directions order to enable them to call Mr Gleaves, such amendment to the directions likely to have been given. This caused some concern to Mrs Baines as a litigant in person but to be fair to Mrs Baines she did not pursue any particular complaint about Mr Gleaves providing evidence to us.
8. Mr Turner had produced a witness statement providing a background to the matter setting out the issues that the Applicant sought, in the papers he had seen, to challenge and commenting upon each. It is not necessary for us to go into great detail as the written statement is available to the parties to the proceedings and has been read by all concerned. In oral evidence to us he told us that insofar as cleaning and gardening was concerned Clean Green had been involved in the property for some time. However, it seems complaints had been made about Clean Green who subsequently became known as New Green and the standard of works that they undertook. We were told that Clipper had taken over in December 2008 following quotes being sought. The market has been tested and there was no challenge to Clipper's involvement. Mr Turner, however, accepted that there was a failure to carry out specified works by New Green in the past which had resulted in the change and accepted that the works had not been done to a satisfactory standard. He did not, however, think that that was now the case and Clipper were complying with the specification.
9. A single issue had been raised by Mrs Baines concerning a Powergen bill. This indicated that the sum of £573.21 was claimed by Powergen in March of 2007. This appeared to indicate from the details that it related to earlier costs. Mr Turner told us that there had been some form of hiatus in the billing by Powergen. So far as he could see the last payment made was in February 2005. He was not aware of any demands for payments having been made between then and March 2007 and it was only when the March bill was received in 2007 that the matter came to light. He could not say why the matter had not been challenged at that time but was satisfied that this related to past electric costs and was properly payable. It had been paid as soon as it came to the attention of the Respondents. He was asked why the electricity charges in the event seemed on the high side and the need, given that the lights were on 24 hours a day, to have a day and night rate. He said that this would be investigated to see if a cheaper tariff could be obtained.
10. In the year 2008/09 there was a challenge to window cleaning but Mrs Baines decided not to pursue this when explanation was given as to the contractor and

the costs. She did, however, raise the point that it appeared to be the leaseholders' requirement to clean the windows but the costs involved were fairly minimal and she was content for Hastoe to continue to provide this service in the future.

11. There was also a challenge to a number of minor repairs for the years 2009/10 onwards. Mrs Baines sought clarification for these and answers were provided as best they could be, given that a number of challenges were only made on the morning of the hearing .
12. One concern raised by Mrs Baines was the repairs to garages which she thought were not leaseholders' cost. It was explained that the reference to garage in fact meant the community refuse room which appeared to have been a garage in a previous life. The Respondents were satisfied that although there may have been uncertainty on the invoices which were produced for the Hearing, there was no doubt on their part that the order code related to the specific paladin store and that there were no charges, save where there had been one or two concessions, that related to garages. These concessions are shown on the attached schedule.
13. Insofar as the estate and cyclical charges were concerned we were told that these were raised on an annual basis to provide a form of sinking fund. They had been fairly consistent over the period although in one year the sum of £350 had been sought but that we were told was to create an additional fund to deal with forthcoming external decorative works. We were told by Mr Turner that no other residents had made complaints about the services provided and that the costs recently incurred in improving the garden by way of the inclusion of bark and other improvements were not a cost that was to be passed on to the leaseholders. He told us that the bark covering had been scheduled for some time and was not a cynical attempt by Hastoe to improve the ambience of the property before we attended.
14. There were a couple of matters that Mr Turner was not able to assist us with, one of which in particular was some costs associated with the repair to the door entry system. In the year March 2010, in fact May of 2009, a sum of £2,143.32 had been incurred in respect of services provided by County Security Services Limited dealing with the computer arrangements for the door entry system at Roebuck Court. It appears that the system in place enables there to be central control both for example in re-issuing fobs and remotely changing times, for example Summer and Winter time changes. We were told by Mr Gleaves that the number of blocks that Hastoe manage is far and wide and this system allows for the monitoring of those blocks and to make remote corrections. He told us that the invoices related to the attendance at the main office of Hastoe Housing at Chesterford and subsequent attendance on site to check the problems which were then corrected. There were some two other invoices from County Security Services which although dated 21<sup>st</sup> May 2009 we were told related to other items to work not connected with the larger invoice.
15. A challenge was also made as to the costs sought to be recovered for affecting an entry into the loft area. The costs are as set out on the schedule. Apparently it seems that the keys to the loft space had gone missing although no-one could say why, although Mr Gleaves did confirm that no leaseholder or tenant had access to

the loft. When asked whether it was reasonable for residents to have to pay the costs of these works he thought it was. There was also a challenge with regard to the costs of converting the door entry system to reflect the change in summer/winter time. We were told that in fact the attendance had not been to deal with that element but as a result of a resident's call saying that the trade button was not functioning. It was only on arrival that the tradesmen realised that there had been some difficulty with the changeover of the hours.

16. We considered some notices under Section 20 of the Act. Mrs Baines was confused in that there were two matrices produced, which she thought related to only one contract. However, it was explained that one matrix related to the provision of consultancy services to manage, plan and implement certain works and the other related to the implementation of those works. One contract for the implementation had been granted to Trevor Benton the other in respect of in effect consultancy works had been to another company. This seemed to answer Mrs Baines' concerns.
17. Mrs Baines told us that she had raised all issues with the Tribunal that she wished to, both in her submissions in writing and at the Hearing but asked generally that there should be more clarification and that she should be able to put forward alternative contractors for consideration. Mr Turner seemed to be amenable to that latter suggestion and we will deal with those alternative quotes in our findings section. Mrs Baines sought an order under Section 20C as Hastoe indicated they would be seeking to recover their costs. In that regard Mr Sheridan acting for Hastoe relied on the provisions of the fifth schedule of the lease, which we have set out above. Mrs Baines said that she did not think there should be costs associated with these proceedings as she had been trying to resolve matters without getting to the point where proceedings had to come before the Tribunal.

### **THE LAW**

18. The law is set out on the attached schedule.

### **FINDINGS**

19. We have set out on the attached schedule the findings in relation to various items of minor repairs and other matters. Whilst we have allowed the schedules to be produced in the light of the fact that they were not given to the Respondents in advance of the hearing we have had to take a view on a number of matters. It does seem to us there are one or two issues which we need to expand upon for clarification sake.
20. The first relates to the cleaning and gardening services. Mrs Baines in her response had attached what purported to be alternative quotes from Cut and Kept Garden Maintenance (Lenny Francis), Buds Horticulture, Freedom Housekeeping Services and Sure Shines Limited. Cut and Kept had provided email which was headed Cut and Kept Garden Maintenance but in fact appeared to relate solely to the cleaning at a price of £1550 per annum. The email from Buds Horticulture quoted for garden maintenance at a price of £2,440 per annum and with cleaning at the rate of £60 per week leading to a charge of

£3,120 the total being £5,560 per annum. Freedom Housekeeping dealing with cleaning only suggested a price of £2,600 and Sure Shines Limited a price of £3,380. Some substantial variations in price. In addition although the Freedom Housekeeping and Sure Shines had appeared on headed notepaper, the other two were merely emails. These are to be compared with the actual costs for the year ending March 2012 where there cleaning costs were £3,925.64 and the gardening costs £5,385.60. However, the information given to us by Mrs Baines gives us little information as to the nature of companies involved. The emails provide no information whatsoever as to the status of the company. The Freedom Housekeeping Services figures are exclusive of VAT and Sure Shines Limited appear to indicate that no VAT is chargeable. We accept that it is not for the landlord to necessarily take the cheapest costs that are available. Although it appears that New Green were not fulfilling their obligations satisfactorily during 2008, at the end of that year they were changed and there appears to be no complaint as to the standard of works by Clipper. We do accept, however, that the common parts are somewhat utilitarian. However, although the costs claimed by the Respondent are higher than the figures put forward as potential comparables by Mrs Baines we are not satisfied, on the information provided, as to the nature of the companies involved and whether they would have the insurance arrangements that would be required by an institutional landlord of this nature. It does seem to us, however, that there is scope for a review of the charges for cleaning and gardening which does seem to us to be on the high side given our inspection of the premises. However, on inspection it seemed to us that the works were being done properly. Certainly the building and its surroundings were clean and the garden had been well tended save for the fact that there had not been grass cutting at the time of our inspection. In those circumstances, therefore, particularly bearing in mind that in the year March 2008 this covers a 15 month period, we do not find that there is sufficient, save as we refer to next, to warrant disturbing the sums claimed by the Respondents. It should be said, however, that insofar as the cleaning is concerned it was accepted by Hastoe that the works of New Green were not up to standard. In those circumstances it seems inappropriate for the residents to pay for the shortcomings of the Respondents' previous contractor. This is set out it seems to us quite clearly in the Clipper Maintenance Services invoice dated 31 December 2008 when they charged £858.16 for an initial communal clean prior to the commencement of their routine cleaning work. It seems to us that if the previous contractors had been doing their job properly and had been monitored by Hastoe the need for this deep clean would not have arisen. **Accordingly we disallow the sum of £858.16 which appears in the service charge year ending March 2009.**

21. Insofar as the Powergen invoice was concerned although there had been what appeared to be hiatus of two years between the electricity that had been supplied and the invoice, it does not seem to us on the face of the information before us that Section 20B bites. The Respondents say that they were not aware of the costs until the invoice came in, although of course it does beg the question why they had not picked that up before. However, if this is, as we were told, some two years of missing invoices it gives a quarterly payment of around £71.65 which is consistent with the other electricity bills. In those circumstances we are prepared on this occasion to accept the Respondents' contentions that there had, for some

reason, been a gap in the invoicing and that the costs were reasonable and payable.

22. Another matter we wanted to consider relates to the costs associated to the door entry phone. This is shown on an invoice from County Security Services Limited dated 21<sup>st</sup> May 2009 at page 161 of the bundle. It seems to us that it is unreasonable for the Applicant to bear the costs of the attendance at the Chesterford office site to check the software. We do accept, however, that having done so it would be reasonable for the technicians to attend the Roebuck site to carry out the relative repair works. Accordingly in respect of this invoice of £2,143 we conclude that it would be reasonable to **disallow the £454.88 plus VAT associated with the initial attendance at the Chesterford office as to our mind this is part of the management costs for Hastoe in installing a system of this nature. We also disallow the additional £202 plus VAT for the further works carried out at the Chesterford office.** We do think, however, that the costs of £1,128.88 plus VAT are recoverable in attending the blocks in Stevenage to correct the faulty system but the subsequent re-attendance at the Chesterford office is, as with the earlier one, disallowed.
23. The only other matter were we find there should be a removal of the costs from the service charge account relates to the attendances and the work carried out in effecting access to the loft area. There is limited information on this and the costs are set out at pages 277 and 283 of the bundle. Page 277 indicates that it was necessary to force entry to the doors in the loft area and at page 283 is the return visit, we assume for the purpose of securing the doors and replacing the locks. As no residents appear to have access to the loft the need to affect an entry it must be as a result of either the Respondents losing keys or their contractors losing keys. Either way it seems unreasonable for the Applicant to have to pay either of these invoices and accordingly **we disallow the sum of £141.37 in respect of the invoice at page 277 of the bundle and £99.89 in respect of the invoice at page 283 of the bundle.**
24. These then are the totality of the reductions we are prepared to make, although as set out on the schedule certain concessions by both the Applicant and the Respondent had been made.
25. We will leave the Respondents to re-issue any demands that may need to be done to reflect the changes that we have made to the sums recoverable from Mr Reynolds.
26. The Applicant has had limited success in this application. In the light of that we conclude that it would not be appropriate for us to make an order under Section 20C of the Act.

Chairman: *Andrew Dutton*  
\_\_\_\_\_  
A A Dutton – Tribunal  
Judge

Date: 22nd July 2013



## **The relevant law**

### **S18 Meaning of "service charge" and "relevant costs".**

- (1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent—
  - (a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and
  - (b) the whole or part of which varies or may vary according to the relevant costs.
- (2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.
- (3) For this purposes—
  - (a) "costs" includes overheads, and
  - (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period

### **S19 Limitation of service charges: reasonableness.**

- (1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period—
  - (a) only to the extent that they are reasonably incurred, and
  - (b) where they are incurred on the provisions of services or the carrying out of works, only if the services or works are of a reasonable standard; and the amount payable shall be limited accordingly.
- (2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

### **S27A Liability to pay service charges: jurisdiction**

- (1) An application may be made to a leasehold valuation tribunal for a determination whether a service charge is payable and, if it is, as to—
  - (a) the person by whom it is payable,
  - (b) the person to whom it is payable,
  - (c) the amount which is payable,
  - (d) the date at or by which it is payable, and
  - (e) the manner in which it is payable.
- (2) Subsection (1) applies whether or not any payment has been made.
- (3) An application may also be made to a leasehold valuation tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to—
  - (a) the person by whom it would be payable,
  - (b) the person to whom it would be payable,
  - (c) the amount which would be payable,
  - (d) the date at or by which it would be payable, and
  - (e) the manner in which it would be payable.
- (4) No application under subsection (1) or (3) may be made in respect of a matter which—
  - (a) has been agreed or admitted by the tenant,
  - (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
  - (c) has been the subject of determination by a court, or
  - (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.
- (5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.
- (6) An agreement by the tenant of a dwelling (other than a post-dispute arbitration agreement) is void in so far as it purports to provide for a determination—
  - (a) in a particular manner, or

(b) on particular evidence, of any question which may be the subject of an application under subsection (1) or (3).

2007-2008 15 Months

item	Amount	Bundle page	Applicant's points	Respondent's answer	Tribunal's Comments
Gardening	£1533.38		I accept gardening was reasonable for this period.		No reduction see decision para 20
Cyclical provision					
Cleaning	£8765.50	Page 42 to 55	Cleaning is too expensive for a block this size. Cost unreasonable. I have supplied quotes from companies who work in the area. all are much lower rates, and we are now in 2013... <b>Highest quote £3380</b>		This is for a 15 month period no reduction but see following year
Light and Power	£1246.08	Page 56 to 78	Powergen bill dated 17 March 2007 <b>Page 68</b> <b>For £573.21</b> This is unreasonable for a Quarter	Explained by saying this bill was for December 2004 to March 2007 but back of bill <b>Page 69</b> shows meter read 19 December 2006.	No reduction
Minor repairs	£895.60	<b>Page 86</b>	Garage door remove and fix. Applicant has not got garage	<b>Admitted as not been leaseholders.</b>	disallowed
Major repairs					
Applicant's total charge					
<b>£934.75</b>					

## 2008-2009

item	amount	Bundle page	Applicant's points	Respondent's answer	Tribunal's comments
Estate charge					
Cyclical provision					
Cleaning	<b>£7227.77</b> Pages 111/116/121 Refer to window cleaning. <b>Applicants lease states he is responsible for cleaning his own windows</b>	Page 106 breakdown	Too expensive for this size block. Poor standard of work. Cost unreasonable Quotes obtained at today's rates from local companies <b>are much lower.</b>  <b>The most expensive being £3380</b>		The sum of £858.16 is disallowed in this years account. See para 20 of the decision
Gardening	<b>£3715.06</b>	Page 90 breakdown	This has more than doubled and the quality of work is poor. Cost unreasonable Quotes obtained at today's rate from companies in the area are much lower.  <b>Most expensive £2440</b>		allowed
Minor repairs	00.00				
Major repairs					
Applicant's total charge					
<b>£814.46</b>					

## 2009-2010

item	amount	Bundle page	Applicant's points	Respondent's answer	Tribunals' comments
Estate charge					
Cyclical provision					
Cleaning	<b>£5767.46</b> <b>Pages 130/132/139 all for window cleaning</b> <b>Lease states Applicant is responsible for own windows.</b>	Page 128 to 143	This is too expensive for a property this size. Poor standard of work. Cost unreasonable. Quotes obtained from companies who work in the area are much less. <b>Most expensive quote at today's rates £3380</b>		No challenge to window cleaning and general cleaning allowed
Gardening	<b>£5724.54</b>	Page 145 to 159	This is too expensive for the ground work involved and is not done to a good standard. Cost unreasonable. Quotes obtained from local companies working in the area are much lower.  <b>Most expensive quote at today's rates £2440.00</b>		Allowed but see decision

<p>Minor repairs</p>	<p><b>£8348.63</b></p>	<p><b>Page 160 £240.70</b></p> <p><b>Page 161/ 161A for £2143.32 pages 162 and 163 are They all the same job.</b></p> <p><b>Page 164</b></p> <p><b>Page 168</b></p> <p><b>Page 170</b></p> <p><b>Page 171</b></p> <p><b>Page 173</b></p>	<p>The invoice does not say what this is for.</p> <p>If the computers are at Head office and administer to other properties.</p> <p>How can Roebuck Court be held responsible for the full cost.</p> <p>Garage Door,</p> <p>There is no way of knowing what door this refers too, it would seem it is a Tenants.</p> <p>This is not leaseholder's responsibility as it's clearly a tenant.</p> <p>Does not state what work was carried out or where.</p> <p>Dwelling-chemical DPC inject survey What is this?</p>	<p>Order number 081841 refers to the entry system at Roebuck Court not operating correctly the system is operated from the regional office where the modem is situated; testing to other sites was successful. It is reasonable for an engineer to attend site and test the connection, this goes on to show a failure with the modem specific to Roebuck Court hence the work required to ensure the system worked appropriately...</p> <p>Says this is the Bin store, but there are clear invoices stating bin store on them. see pages 282 and 291</p>	<p>160 - Allowed, to fit lock to front door</p> <p>161 – 163 Amount claimed reduced as set out at para. 22. The sum of £656.88 plus VAT is disallowed.</p> <p>164 relates to bin store formerly a garage</p> <p>168 not challenged until morning of hearing. allowed</p> <p>170 (see 168) The costs associated with the bin store, rather than garages are allowed.</p> <p>171 Costs of survey following water leak to front of block allowed</p> <p>173 damp survey allowed</p>
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Minor Repairs		<p><b>Page 175</b></p> <p><b>Page 177</b></p> <p><b>Page 181 and 185</b></p> <p><b>Page 183</b></p>	<p>Why are leaseholders charged for computers at Marina House.</p> <p>Trade entry not working, clocks went back. Why is this leaseholder's problem?</p> <p>Why was it necessary to have two Landlord inspections within 5 weeks?</p> <p>Why are leaseholders responsible for an Inspection?</p>		<p>The invoice relates to Roebuck Court and is allowed</p> <p>Call made by resident concerning difficulties with trade entry. On inspection it appears there was a problem with the change of times for Autumn. Amount allowed</p> <p>This is another example of a late challenge. The invoices speak for themselves and are allowed</p> <p>See 181 and 185 above</p>
Major Works					
Applicant's total charge					
<b>£1146.10</b>					

2010-2011

item	amount	Bundle page	Applicant's points	Respondent's answer	Tribunal's comments
Estate charge					
Cyclical provision					
Cleaning	<p><b>£5196.22</b></p> <p><b>Pages 190/195/199/203</b></p> <p>It states in Applicants lease he is responsible for the cleaning of his windows</p>	Pages 189 to 205	<p>This is too expensive for a property of this size. Cost unreasonable and Not of a good standard.</p> <p>Highest quote received at today's rates was <b>£3380</b></p>		allowed
Gardening	<b>£4915</b>	Page 189 to 205	<p>Cost unreasonable and not of a good standard Highest quote at today's rate was <b>£2440</b></p>		allowed



Minor repairs	£3240.31	<p><b>Page 221</b></p> <p><b>Page 224 and 227</b></p> <p><b>Page 225</b></p> <p><b>Page 226</b></p> <p><b>Page 231</b></p> <p><b>Page 236</b></p>	<p>To carry out work as per works order £150.00</p> <p>Dated 09 August 2010 3 minimum value orders Why 3 on same day.</p> <p>Which window does this relate too?</p> <p><b>Accept</b></p> <p>Garage door repair, I do not accept this is the bin store. <b>Pages 282 and 291</b> clearly show the bin store is invoiced as such.</p> <p>To adjust door timings. Is this not done from computer</p>		<p>221 The Respondents, as with so many of the matters raised on these schedules were given no advanced warning of this type of challenge. The invoice exists and is allowed</p> <p>224 &amp; 227 The works are dated 9<sup>th</sup> and 10<sup>th</sup> August and are for different matters. They are allowed</p> <p>225 This related to the front entrance and is allowed</p> <p>231The Respondent says this relates to the bin store and is allowed</p> <p>Apparently this related to a timer on site and is allowed</p>
Major repairs	£5182		<b>Accept</b>		
Applicant's total charge					
<b>£1099.59</b>					

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item	amount	Bundle page	Applicant's points	Respondent's answer	Tribunal's comments
Estate charge	£587.97				
Cyclical provision	£350		<b>The increase to £350.00 Is unreasonable</b>		Allowed, it is reasonable to build up the reserve fund for planned external decorations
Cleaning	£5925.64	Page 258 to 273	Cleaning is too expensive for a block this size and not done well. Cost unreasonable. Highest quote at today's rates <b>£3380</b>		allowed
Gardening	£5385.60	Page 246 to 257	Gardening too expensive and not of a good standard. Cost unreasonable  Highest quote at today's rates <b>£2440</b>		allowed

Minor repairs	<b>£4244.68</b>	<p><b>Page 274</b> Remove Fridge/Freezer Cost £96.00</p> <p><b>Page 277 £141.37</b> To force entry to loft area</p> <p><b>Page 283 £99.89</b> forced entry and replace locks</p> <p><b>Page 284 £73.40</b> Replace communal light in basement</p> <p><b>Page 296</b> faulty lock on Garage</p>	<p>This is unreasonable. The applicant should not have to pay for other peoples rubbish removal.</p> <p>How could this be Applicants responsibility?</p> <p>Why is this the Applicants responsibility</p> <p>This seems excessive to replace a blown bulb.</p> <p>Not Applicants</p>	<b>Accepted</b>	<p>274 It is no possible to say who left the rubbish and accordingly it is a block charge and allowed</p> <p>277 Disallowed see decision para 23</p> <p>283 Disallowed see para 23</p> <p>This is a minimum works order value which is allowed</p>
Major repairs					
Applicant's total charge					
<b>£1260.46</b>					