12697

FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	**CAM/OOME/LSC/2017/0028**
Property	:	**10 Church Views, Cookham Road, Maidenhead SL6 7EH**
Applicant	:	**Church Views Residents Limited**
Representative	:	**Mr R Presland and Mrs Rosaline Neal of Kempton Carr Croft, Managing Agents**
Respondent	:	**Ms Catrina Clulow**
Representative	:	**In person**
Type of Application	:	
Tribunal Members	:	**Tribunal Judge Dutton** **Mrs M Wilcox MRICS** **Mr N Miller BSc (Hons)**
Date and venue of Hearing	:	**Slough County Court on 15th March 2018**
Date of Decision	:	**10th April 2018**

DECISION

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DECISION

1. **The Tribunal makes the findings as set out on the attached schedule with reasons below. The sum showed to be due from Ms Clulow, being £7,799.84 should be released from the funds presently retained by Messrs Fraser Brown Solicitors as set out in their letter dated 21st October 2016 within in the next 28 days, subject to any appeal. The balance should be released to Ms Clulow, subject to our findings in respect of the Tribunal fees at 3 below.**
2. **The Tribunal makes no order under the section 20C of the Landlord and Tenant Act 1985 (the Act).**
3. **The Tribunal orders the Respondent to pay to the Applicants the application and hearing fee in the sum of £300 within 28 days or such sum to be released from the monies retained from Fraser Brown Solicitors.**

BACKGROUND

1. This matter finally came before us for hearing on 15th March 2018 following an application by Church Views Residents Limited, the Applicants in this case for a determination as to the reasonableness and payability of service charges under provisions of section 27A of the Act. The application which was made in April sought a determination against the Respondent Ms Catrina Clulow in respect of the service charge years 2011/12 through to 2016/17.

2. The proceedings have something of a chequered history. Directions were issued on 18th April 2017 leading to a hearing in August of 2017. Unfortunately, although the Respondent was aware of this hearing, she did not attend. Subsequently further representations were made by the Respondent in respect of this hearing and it was agreed that the matter should be adjourned to enable further documentation to be produced. This was dealt with in a directions order dated 11th September 2017. Subsequent orders were made on 1st and 15th November.

3. Prior to the hearing we were provided with somewhat unhelpful bundles by both sides. The parties seemed incapable of reaching an agreement as to what should be in the bundles and accordingly we had one set prepared by Ms Clulow and one set prepared by the Applicants, which also included the earlier papers lodged. The numbering was in some cases difficult to follow and it did not assist us in dealing with the case.

4. Matters were further compounded as Ms Clulow alleged that she had not received the bundle from the Applicant. She said that there had been errors in addressing correspondence. However, a letter was produced from a person appeared to be Ms Clulow's father indicating that he no longer wished to receive letters at a certain address. She thought that this letter may have been fake but had no evidence to produce this. We proceeded with the matter on the basis that both parties agreed that everything that was in dispute was set out on the Scott Schedule.

5. Prior to the hearing we had had the opportunity of inspecting Church Views. This comprises two blocks of flats on a development. Each block is separately managed. The block in which the Respondent's flat is to be found is managed by the Applicants. It comprises 15 flats and at the time of our inspection appeared to be in good order. The windows had been replaced with UPVC double glazing although the front and rear entrance doors had not been modernised. To the rear there were three blocks of garages with a garage for each flat and garden land somewhat plain but nonetheless in reasonable order, although we did note some dumped furniture to the rear of the bottom block of garages. It was unclear whether this furniture was on the estate managed by Applicants or on the neighbouring property.

6. In the bundles provided there was a lengthy witness statement from Ms Clulow dated 5th October 2017 to which she had attached her responses to the Scott Schedule and a further separate representation concerning the section 20 notice and roofing repairs. In addition, there was a voluminous bundle of correspondence and court proceedings which were not in truth relevant to the matters which we were required to determine. The Respondents had replied to the Applicant's witness statement and she in turn had replied to that response. In addition to the above, there were various statements made by Mr Presland as to the position in respect of the sums involved.

7. We propose to deal with the matter on the basis of the items set out on a Scott Schedule completed by both parties and included in the bundle, and which both parties confirmed represented the disputed items. There are a number of items for which there is commonality, in particular electricity, cleaning, gardening, management and building insurance. We propose to give our findings in connection with each of those headings whilst reviewing such evidence as there was which led us to such findings. There are other headings which require individual attention.

8. An issue was raised by Ms Clulow indicating that she was unclear whether there had been apportionment of the service charges representing the fact that she did not apparently complete the purchase of her property until 28th October 2011. The Applicants confirmed that there had been, indeed it seems that the charges were not made until 1st November 2010. It was agreed between the parties that Ms Clulow's contribution to the service charges for the year 2011/12 was £409.20 less any reductions that we might make. We were assisted in our deliberations not only by the Scott Schedule but also the schedules of expenditure produced by the Applicants in their bundle, which started at service charge year 2011/12 and ran through to 2015/16. The figures were not challenged by Ms Clulow. It also set out the budgeted figure for 2016/17 which was not, at least before us, challenged by the Respondent. We will return to this later in the decision.

9. We will deal first with <u>electricity</u>. In truth it is unclear exactly what Ms Clulow's concern was other than some vague suggestion that there should have been a regular review of the electricity costs to ensure that the best tariff available was being utilised. There is of course no particular obligation on the landlord to choose the cheapest but given that the figures involved are really quite small, it seems to us that this is something of an unnecessary challenge to this item of expenditure. There appears to be no doubt that the common parts are lit and

indeed in the year 2013/14 the challenge to this item of expenditure appears to have been omitted from the Scott Schedule but reappears in the following year. No evidence has been adduced from Ms Clulow that the electricity could have been obtained more cheaply elsewhere. It seems to us that merely querying the item of expenditure without any particular explanation as to such query and without providing any evidence as to what an alternative quote might be, leads us to believe that this is not a challenge that we can sustain and **accordingly in each year we find that the electricity claim by the Applicants is properly payable**.

10. We turn then to the cleaning costs, which again are challenged in each year. Ms Clulow at the hearing told us that it was her tenants who had complained and that they had taken photographs, although none were provided. It does not seem that she initially inspected although she may have been more recently. Ms Clulow told us that she had seen dust on surfaces and that the carpets had been poorly cleaned and were sticky. It is something she says that she raised at the AGM. As we understand it, Ms Clulow has rented her property throughout and does not live at the block.

11. In response, the Applicants indicated that there had been problems with wilful damage to the common parts and that this had been raised and discussed at the AGM although there had been no serious complaints from other leaseholders. An allegation was made by Ms Clulow that apparently the tenant at Flat 6 was deliberately carrying mud into the Property but this was not sustained with any evidence and was rejected by the Applicants. At the end it appeared that Ms Clulow's desire was to see some form of written evidence, perhaps in the form of attendance sheets, that cleaning had been undertaken. The Applicant's response was that it was dealt with on a regular basis and that it was monitored by Kempton Carr Croft the managing agents. The sums involved on an annual basis for cleaning the block are as set out on the Scott Schedule and are not large items of expenditure. It is always difficult to determine the state of cleaning going back to 2011/12. It does, however, appear from our inspection that cleaning was carried out and that the block was in reasonable order. No evidence was adduced by Ms Clulow to show that cleaning could have been obtained more cheaply elsewhere and indeed for example in the year ending 2012/13 it would appear that the weekly cost to Ms Clulow was just over £2.

12. In the absence of any evidence from Ms Clulow as to the state of the cleaning and no evidence of any alternative quotes **we find that the cleaning for each year is reasonable and is payable**.

13. The next item we deal with is gardening. In each year Ms Clulow indicates that the annual charge to her may be reasonable but queries non-replacement of dead and removed shrubs and trees and the dumping of furniture at the Property. In fact for the year 2011/12 Ms Clulow withdrew her complaint. In the following year for 2013/14 the main complaint appeared to be in relation to the dumping of furniture and the lack of information given to her concerning gardening works. She did accept that some limited gardening was undertaken but it was again the lack of information which resulted in her making no payments in respect of this item of expenditure for the whole period of her ownership.

14. There is in reality no real challenge to the amounts claimed. Concerns have been raised in respect of the removal of certain shrubs and trees that appear to have died and the dumping of furniture. We were told by Mr Presland that the furniture was removed when it was discovered, although our inspection appeared to indicate that might not necessarily be terribly quickly, and that the gardening was now done by contractors who the Applicants were happy with. There is a reasonable amount of grass to cut and trees at the end of the garden and on the boundary. To the front are shrubs. The gardens appeared to be in reasonable order.

15. In the absence of any real challenge to the gardening costs and in the absence of any alternative quote evidence, **we find that the gardening costs are for all years payable.**

16. In respect of building insurance, we are pleased to say that the parties were able to agree the figures shown on the Scott Schedule in respect of the insurance for each year.

17. The final matter that appears in each year for challenge was the management charges. The challenge to the management fee was essentially based on Ms Clulow's suggestion that there was little or no response to her in respect of queries raised. In the year 2011/12 **it was agreed that her contribution towards the management charge would be £35** for the period April to June whereas the sum of £525 is shown in the accounts in respect of Kempton Carr Croft fees. That, however, fell within the £409.20 which had been agreed as being her maximum contribution in this first period of 245 days.

18. It appears that Kempton Carr Croft commenced their management of the building in around April of 2012. Ms Clulow told us that she thought the fees charged by that company were high and that she was paying less elsewhere although gave no evidence as to what that might be or where that property was. She said she did not think that they were doing the job properly. Mrs Neal who attended with Mr Presland told us that she had been managing the Property from May of 2013 and that there was ample evidence in the file of her company corresponding with Ms Clulow on a regular basis. That indeed appears to be the case from a perusal of the documents before us. Ms Clulow in response said that the Applicants had been undertaking the management for nothing and that she did not think that KCC had brought any improvement and therefore did not understand or see why she should be making any payment in respect of management costs.

19. This was with respect to Ms Clulow another challenge which really has no substance. The management charges rendered by KCC are £140 per unit from 2012 to 2015/16. It did rise in the year 2015/16 to £224 per unit but this was explained away by the additional responsibilities that KCC undertook and not helped by the time that had to be spent in dealing with Ms Clulow's enquiries. We were told that in the year 2017/18 this is reduced back to a lower sum of £120 per unit because KCC were not dealing with so much 'hands-on' management. That had apparently had reverted to the Applicant.

20. Ms Clulow produced no evidence to show that the charge of £140 made by KCC for much of the period was unreasonable or indeed the increased charge. There is ample evidence on the file that Ms Clulow has engaged regularly with KCC and that they have responded. It is clear also that there are a number of tasks undertaken at the Property which fall to be dealt with by KCC. **In the light of this we find that the management charges for each year in dispute are reasonable and are payable**.

21. Those are the items that we can deal with for each year in one go as it were. There are other matters that need to be dealt with on an annual basis and we will start firstly with a miscellaneous charge but here we are pleased to say this was agreed by Ms Clulow at £13.01 representing certain expenses but this was in the year 2011/12 where the total contribution had been agreed.

22. In the same year, namely 2011/12 there were repairs for which Ms Clulow's share would have been included within the £409.20 and in fact were accepted by her as being due and owing.

23. We then turn to the year 2012/13 where there are repairs shown in the sum of £310.49 as being an amount attributable to Ms Clulow's share. There is a claim of £3.60 for keys which appears in another year. It seems to us any claim in respect of key replacement is a matter that should be paid for by the tenant who lost the key and is not something that should appear in the service charge account. Removing the £3.60 for the repairs heading for this year left Ms Clulow **with a liability of £310.22 which she agreed**.

24. Still in this year, there are legal fees claimed in respect of proceedings which took place in the Stoke on Trent Court. As we understood it, these costs related to the claim and were legal fees. They should have been dealt with in the County Court proceeding and are not in our view matters that should appear in the service charge account. As no costs were awarded on either side by the Court, we take **the view that Ms Clulow's contribution said to be £55.29 towards these legal fees is not due and owing**.

25. The final issue in this year related to windows. The accounts show the sum of £4,020 representing the costs of a report on the condition of the windows and also the actual costs paid by the landlord for landing windows that were replaced in the total of £762. The item, therefore claimed under windows is £4,782 and we find that this is due and owing. It was necessary for KCC to undertake enquiries and carry out section 20 procedures in relation to the windows, whether Ms Clulow undertook her own window replacement or not. In fact she had done but it appears that such replacement came after the section 20 costs were incurred in May of 2012. Ms Clulow was not charged any contribution towards the replacement of other tenants' windows, just the landing windows which are common parts and for which there is no justification for avoiding a contribution. **In those circumstances we find that the cost for the windows are properly payable and Ms Clulow needs to pay her one fifteenth share**.

26. We turn then to the year 2013/14. Again there are items of repair and maintenance which are challenged. These total £3,228.90 and are made up of a

number of items as set out on the service charge accounts for this year. It seems that some of these were not in dispute, for example the repairs to the bin store, pillar, water jetting and manhole covers. In respect of repairs to the wall to Flat 14 following window replacement, it was asked of the Applicant why the company had fitted the windows had not been required to come back and make good but it appears they were not although in truth the amount involved gives the liability to Ms Clulow of £9.33. The work was undertaken by the same contractor who appeared to attend Flat 14 to carry out repairs to the staining caused by leaks which is a reasonable expense and to use him to do both seems to us to be a not unreasonable step to take. There are also some repairs carried out to Flats 11 and 13 following roof leaks and again these seem to us to be reasonable costs. **In the circumstances, therefore, we find that the sum of £3,228.90 is properly incurred and Ms Clulow will need to pay her share.**

27. The next item of expenditure related to legal fees of £958. £13.00 represents a web filing at Companies House which did not seem to be challenged by Ms Clulow. In respect of the remainder of the legal fees, Mrs Neal agreed that those could be withdrawn as it appears they arose as an incorrect claim to the County Court. **Accordingly the legal fees for this year are reduced to £13.00.**

28. The final items of expenditure in the year 2013/14 which was under challenge are roofing costs. They total some £6,588 and include a roofing survey undertaken by KCC's surveying department using a cherry picker, some works to gullies and the clearance of same and some patchwork repairs. Ms Clulow challenged these costs on the basis that if the work or repairs had been done properly in the first place then further emergency repairs would not be required and that KCC Surveyors should not have been used as that created a potential conflict.

29. The response to this was made by Mr Presland along the lines that the roof was indeed in a state of disrepair and the survey was carried out by KCC who employed their own surveying arm to determine what works should be undertaken to deal with the problems with the roof. KCC have an experienced surveying arm and there was in Mr Presland's mind no conflict. He told us that he had conversations with people who had attended to review the state of the roof and was of the view that the fee that KCC charged of £2,200 was reasonable. He in effect left the managing agents to get on and resolve the problems. Asked why it had taken so long, he said it was the financial state of the Applicants which meant there were insufficient funds to deal with the matter as quickly as he would have wished. There was of course no reserve fund and the matters had been dealt with on an emergency repair basis whilst attempting to raise funds for the roof. In this year it became more of an issue that in previous years. The original report obtained gave rise to a too higher specification, which was too expensive leading to costs of over £100,000, which he considered were not feasible. Further enquiries were undertaken to come up with a cheaper form of covering, which was proceeded with and for which there is a warranty. It was of course necessary to undertaken a section 20 process to which he said Ms Clulow had made no response, although her reply was that the matter could have been dealt with earlier when the costs may have been less expensive. Again, however, there was no evidence given to us to show how the costs may have increased from say 2011/12 to 2013/14.

30. These repair works and preparatory works in respect of the roofing costs are we find perfectly reasonable. It is quite clear the roof was deteriorating and that patchwork repairs were needed until a full recovering could take place. The survey was required to enable this and it was the following year that the works were undertaken. **Accordingly, we allow the sums claimed in full and Ms Clulow must pay her contribution.**

31. At the point Ms Clulow was asked whether she had had difficulties in renting her flat given the complaints that she made as to the state of the building. Apparently she had not, although she had had to reduce her rent for the last tenant by £100 per month. She had also been letting the garage separately which she was no longer going and that was now being rented to the existing tenant. She told us, however, that from August of 2017 there had been no impact on rent levels for her flat.

32. In the year 2014/15 again a challenge is made to the repairs and maintenance costs of £2,349. These are made up of express system maintenance service charge, some further roof repairs and repairs to door handles and the front door. It seems that Ms Clulow only sought to challenge the costs associated with the express system maintenance for the fire alarm and the emergency roofing repairs for Flat 11. There is some concern that the invoices for Express Fire Protection may in fact have been in respect of costs arsing in the previous year and Ms Clulow was concerned that they had been duplicated. Also she said there was no clear evidence as to what was being done. At this point the Applicants agreed to disclose to Ms Clulow the fire maintenance agreement that they had obtained. The express agreements were two visits for maintenance and the remaining costs were works as and when necessary. Clearly it is important to ensure that fire maintenance matters are regularly attended to. We have already dealt with the question of roof repairs leading up to the major re-roofing costs and unfortunately until those could be done it seems there was little option but for the Applicants to deal with the matter on an emergency basis until funds were available. **The amount, therefore, for repairs and maintenance of which Ms Clulow's contribution is £156.60 is due and owing.**

33. The next item of expenditure in this year relates to roofing costs of £2,490. This represents KCC's fees for preparing the specification, professional fees in connection with the work and section 20 notices. We were told by Mrs Neal only one section 20 notice was issued for both items of roofing works, although it was accepted that Ms Clulow had paid for own garage and that this needed to be reflected in the overall costs for the roofing works. We will deal with that under a separate heading as the element payable by Ms Clulow was we are pleased to say agreed.

34. We however find that there is no reason to challenge the section 20 costs as only one section 20 was undertaken for both and it clearly needed to be done whether or not Ms Clulow decided to do her own garage roof. **Accordingly, we find that Ms Clulow's contribution towards the roof costs in this year of £2,490 is due and owing.**

35. The last item for this year are legal fees. They total some £2,440.90. It would appear from the documents before us that £40.90 relate to share certificate and

Companies House fees which we do not consider are unreasonable and indeed were not really challenged by Ms Clulow. What is challenged, however, are the solicitors' fees of £2,400. Here matters become somewhat murky in that there is a concern expressed on Ms Clulow's part in a number of letters within the bundle relating to the enfranchisement exercise that she undertook in respect of her flat. This appears to have become unnecessarily complicated largely as a result of Ms Clulow's arrears of service charges. It appears that a good deal of time was spent by solicitors in preparing some form of escrow agreement to deal with the arrangement for the lodgement of monies by Ms Clulow against the assessment of service charge liability to enable the enfranchisement to be completed. We do not really understand why the legal fees are so high. The matter was eventually resolved by a letter from Fraser Brown of 21st October 2016 referred to above, which is in essence a fairly simple undertaking to hold £10,000 for a period of three years and to release the same to the Applicants either on joint instruction of the parties, an order of the Court or a determination by this Tribunal. Why that should have generated such excessive legal costs is unclear. However, we find that Ms Clulow must bear some responsibility for this as she had not paid any sums towards the service charges since she took ownership of the flat. That seems to us to be unreasonable. It is clear that certain items of expenditure should be paid, such as insurance, but no such offer was forthcoming. In those circumstances we have come to the conclusion it is only fair and reasonable for Ms Clulow to make her contribution towards these legal costs. The balance is being passed through the service charge and is being paid by other tenants who had no involvement. **In those circumstances, therefore, we find that her obligation to pay is £162.73.**

36. We then move to the year 2015/16. The first item that was disputed was again repairs and maintenance. Within those repairs was £88.80 in respect of keys. As we indicated earlier, we do not consider it appropriate that this should be a service charge item but should be borne by those tenants who require new keys. The other items of repair and maintenance were to deal with such various items as unblocking drains, repairs to entrance spot lights, replacement of lamps and cleaning the foul and surface water drains with a jet wash. These were not in truth greatly challenged by Ms Clulow. She merely posed questions as to why certain items of expenditure had been incurred and these were answered in the Scott Schedule. Clearly an asbestos survey is necessary and we understand that an asbestos test was carried out in Flat 11 because a contractor was being instructed to undertake some repair works following the flooding. Clearly the Applicants owed a duty of care to that contractor. There really is no challenge of any substance in respect of these items and apart, therefore, from removing the sum of £88.80 **we find that the remainder of the service charge for repairs and maintenance is due and owing for which Ms Clulow's share would be £254.70.**

37. In this year Ms Clulow agreed the cost of tree works. Legal fees again arose and included company returns, although in this year Ms Clulow accepted the cost in respect of same and the money claim against Flat 6. It appears also that these legal costs were a further reflection of the escrow agreement and really are quite high. We think that maybe a reasonable way of determining this, although they are shown as a service charge, **is that Ms Clulow's costs should be limited to a contribution of 50% towards the solicitors fees for this year,**

being £110.20 plus 1/15th of the remainder being £34.80, giving a total liability in this year of £145.

38. Insofar as the year 2016/17 is concerned, all that is said on the Scott Schedule is that there are no breakdown or headings or dates which means that Ms Clulow could not comment on the figures. This was not pursued at the hearing. Our finding in respect of the budgeted year to June of 2017 is that the budgeted figures do not appear too far away from the costs of previous years and Ms Clulow's contribution for the 12 months will be £1,200. There are, however, certain actual costs that have been shown, although these do not include building insurance or managing agent's fees. We consider, therefore, that until such time as final accounts are produced the most appropriate way of dealing with this item of expenditure is to consider the actual costs that have been produced to us on the service charge papers before us which gives **Ms Clulow one fifteenth share of £380.92.** We find, therefore, that she should pay this amount and that when the final accounts are produced (they were not shown to us at the hearing) it will be hopefully possible for agreement to be reached on the final actual figures. The more so as of course management costs should have reduced and insurance has not been in dispute.

39. The only other matter that we need to address is that of the **roofing works to the main building and garages**. The papers contained a helpful schedule of costings. This showed that the works to the roof of the building, with the fees and other matters came to £2,926.18. It seems to us that some of the fees would be attributable to the garage for which Ms Clulow should not be required to make a contribution. We had conducted a review of these figures and put to the parties that a figure of **£2,690 would be a proper contribution from Ms Clulow for these works to the roof to the building. They agreed this sum and accordingly we find that that is an amount which is due and owing.**

40. A couple of other matters needed to be addressed, namely the question of the refund of the hearing and application fee which was sought by Mr Presland and whether or not an order should be made under section 20C of the Act.

41. It is clear from the correspondence that Ms Clulow had no intention of making any contribution towards the service charges until a determination had been reached by us. That is, we find, somewhat unreasonable given the fact that certain items of expenditure were not challenged by her. The arrears of service charges undoubtedly resulted in the enfranchisement process becoming more complicated than was strictly necessary. We consider that there is potentially blame on both sides as the Fraser Brown letter of 21st October 2016 appeared to clearly and simply resolve the issue. There was some suggestion that a fee should be paid to the Applicants in respect of the attendance of Mrs Neal whose rate was £175 per hour plus VAT. However, Mrs Neal had made no witness statement and had really come along to assist Mr Presland in his presentation. No application was made at the hearing by the Applicants or indeed the Respondent for costs under Rule 13 of the Tribunal Procedure (First Tier Tribunal) (Property Chamber) 2013 Rules and we would not encourage the parties to do so.

42. We do not propose to make an order under section 20C in respect of these proceedings as the costs involved should not be great. Any costs that are sought

to be recovered will be susceptible to any challenge by a leaseholder if they feel they wish to do so under section 27A of the Act.

43. We do, however, find that Ms Clulow should refund to the Applicants the application and hearing fee in the sum of £300 such amount to be repaid within 28 days. Her failure to make any payments since 2011 is inappropriate and caused the proceedings. As an alternative, we could suggest that this should be added to the amount that Ms Clulow is required to pay from the £10,000 held by Fraser Brown.

44. This decision, therefore, subject to any appeal should enable the release of the monies to resolve the historic service charge position and to refund some of those monies to Ms Clulow as clearly an amount that we have ordered is less than the monies presently held.

Andrew Dutton

Judge:

A A Dutton

Date: 10th April 2018

ANNEX – RIGHTS OF APPEAL

1. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-Tier at the Regional Office which has been dealing with the case.
2. The application for permission to appeal must arrive at the Regional Office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
3. If the application is not made within the 28-day time limit, such application must include a request to an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (ie give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

Appendix of relevant legislation

Landlord and Tenant Act 1985

Section 18

(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 purpose -
(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.

Section 19

(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.

Section 27A

(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.

Section 20C

(1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a court, residential property tribunal or the Upper Tribunal, or in connection with arbitration proceedings, are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.

(2) The application shall be made—
- (a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to a county court;
- (aa) in the case of proceedings before a residential property tribunal, to that tribunal;
- (b) in the case of proceedings before a residential property tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any residential property tribunal;
- (c) in the case of proceedings before the Upper Tribunal, to the tribunal;
- (d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to a county court.

(3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

SCHEDULE

DISPUTED SERVICE CHARGES S/C YEAR ENDED 2011 / 2012

Case reference: CAM/OOME/LSC/2017/0028 Premises: 10 Church Views, Cookham Road, Maidenhead SL6 7EH, 1 or 15 leasehold apartments.

Unless otherwise stated I place the applicant to absolute proof as their positions are self-contradictory or inherently improbable.

ITEM	COST	TENANT'S COMMENTS	LANDLORD'S COMMENTS	LEAVE BLANK (FOR THE TRIBUNAL)
Electricity	£343.21 / 15 = £22.88	Of the £343.21, £72.46 and £40.76 (£52.24 I 91days of invoice * 71 days prior to me owning the lease) is not my liability. So, electricity cost for the period I owned the lease is £229.99 I 15 (number of flats) is £15.33. I then query how often the tariff is compared to ensure best value, absolute proof please with what items are powered and when.	The service charge as per statement of service charges to number 10 only commenced from the period of ownership 1st November 2011. Hence already pro-rated.	Our findings in respect of each item is set out in our decision. We do not propose to complete each box in the Scott Schedule. Instead we have produced a schedule of the amounts found due and owing and a total liability which we hope will assist the parties.
Cleaning costs	£1538.40 / 15 = £102.56	Of the £1538.40 £428 prior to me owned the lease. Of the£1110.40 / 15 = £74.03 NONE isowed as Ihad complained about the lack of cleaning and this wasignored. Ido not pay for a service that has not been delivered. Evidence of cleaning has been sought but not provided. Again,1query best value and absolute proof.	See above re prorated period. Note re cleaning due to previous situation of illegal entry and wilful damage. Corrected by moving to KCC.	
Gardening	£1415.00 / 15 = £94.33	Of the £1415.00 £250 {July -Oct) was prior to me owning the lease. So, gardening charge for the period lowned	Refer to above, again service charge only charged from period of occupancy.	

		the lease is £1165 / 15 =£77.67. I've queried the non- replacement of dead I removed shrubs & trees,removal of extensiveivy up trees,non-maintenance to bottom rear of site such that it became a dumping ground for old furniture etc. Best value queried with absolute proof	Bottom end cleared on average everyyear, as rolling changes of tenancies of both blocks (30 flats) this is ongoing issue that is always addressed periodically.	
Management & Law	£627.00 / 15 £41.80	Of the £627.00 Iquery the Pure Property aw {PPL) invoice; what's that is for? When purchasing my solicitors had cause to complain to PPL for not respondingIn a timely manner or giving detailed answers re the £480 arrears payment allowance of the previous owners. They almost caused the sale to fall through and I would have lost my deposit having bought at auction.That cost me£200 extra. Then Iquery the£525.00 charged by Kempton Carr Croft for management services.These are not detailed andwhenever Ihave raised a complaint lissue to KCCit has not been addressed. Years later they say they know of no outstanding query!! Iagree my share of the Audit costs so £0.80	Pure Property Law as per statement were the management company prior to KCC. Cannot comment on Ms Clulow's dealings with her auction purchase as not CVR's responsibility. This is the agreed quarterly charge to CVRL by KCC having taken over on 1st April 2012.	
Buildings Insurance	£2200.64 / 15 = £146.71	£146.71 is agreed,subject to evidence of best value and details of financial incentives paid to CVRL I KCC?	KCC obtain quotes. No incentives to KCC. Fully transparent.	

Miscellaneous	£275.16 I 15 = £18.34	Of the £275.16 £14.00 was prior to me owning the lease. Ialso query the following Miscellaneous items: Robert Presland Expense £52; no further detailis given as to what that is for. What Keys £14? Meeting Room (one for the AGM, but the second one, what was that for at£31.20 and why pay when free space is available?) Robert Presland expense of £25.96 again no further detail is given as to what it is for.What Keys at £18 and why necessary?(! am concerned that keys apparently are regularly cut,this is surely a security risk which hasimplications for my lease, it confirms my concern due care and attention to security is not being exercisedwith these 15 flats). Removing those items leaves £120.00 I 15 = £8.00 notionally due from me.	Again service charge only from period of occupancy. Expenses incurred for purchase of a new legal stamp for CVR plus share certificates. See RP Witness Statement (Pre Ms Clulow Purchase – 9 Page 2) Keys to change following the illegal entry to safeguard the existing tenants and owners. Hence safeguarding all the flats including number 10. There were two meetings held at the St joseph's Church Hall opposite the block – one for the AGM that year 2010/11 and one special meeting to approve the appointment of KCC (we had three quotes)	
Repairs & Maintenance	£2745.00/ 15 = £183.00	The roof of flat 14 cost £1320.00 to repair. It is not clear if this should have been claimed through buildings insurance, or if it was due to a lack of maintenance in previous years contrary to the lease obligations of the management company. In either eventuality,Ido not see why I should pay that, therefore, the repairs and maintenance is £1425.00 / 15 = £95. Also, according to the accounts that	Again service charge only from period of occupancy. Although the comments are not relevant we would reply As established at the County Court, whilst it is prudent to have a sinking fund, there is no legal obligation to have one.	

		Iwas given prior to buying the lease there was a reserve fund which should be used for suchitems. It became apparent at the County Court proceedings that Ifiled that a reserve fund did not exist and therefore the accounts were misrepresenting the reality. Thatwas later corrected,but Iam concerned each year there is ambiguity and flawed accounting. I believe other lease holders are being misled I deceived.More seriously, the company appears to be operating insolvently, repeatedly due to its poor management, as stated by Deputy District Judge Mason during the proceedings from October 2012 to April 2013	She also had copies of the fully audited accounts to 2011, audited by Kirk Rice, which showed the company was not insolvent. Refer to pages 259-262 RP Bundle 16) In addition at the Court the Judge noted that the CVRL understood the circumstances prevailing at the time of the purchase by Ms Clulow. He recognised that they had already appointed a professional management company. Ms Clulow's case for not having to pay for the windows was dismissed and costs awarded to CVRL.	

DISPUTED SERVICE CHARGES S/C YEAR ENDED 2012/13

Case reference: CAM/OOME/LSC/2017/0028 Premises: 10 Church Views, Cookham Road, Maidenhead SL6 7EH

ITEM	COST	TENANT'S COMMENTS	LANDLORD'S COMMENTS	LEAVE BLANK (FOR THE TRIBUNAL)
Electricity	£101.02 / 15 = £6.73	£6.73 may be reasonable, but why was essential lighting cut? Ithen query how often the tariffis compared to ensure best value. Absolute proof please, with what	Not sure what MS Clulow means , there have always been stairs and landing lights that automatically come on at sunset and four movement sensitive lights at night in the car park	

	£318.80	incurred an additional £4,020 of costs around the windows replacement and ask for detailed evidence of that over and abovetheir annual management fee.The£762.00 for the landing windows "paid by thelandlord"is disputed as due by any tenant -the accounts say that it was paid for by the landlord and therefore should not have been charged to any long lease holder as these two windows are not renewed! This means that that the 2 windows [not replaced] were paid for twice andis symptomatic of the lack of credible management of this association. As I had my lease holding windows replaced myself at my own cost as directed by CVRL NONE of this is owed by me.	Windows not charged twice. Refer to Supplementary pack from letter to Tribunal (refer to pages 242-244 RP 9B). The two windows are the communal landing windows and WERE replaced. KCC had picked up the initial work undertaken by Mr Parsloe. Hence only 7.5% fee charges as opposed to contracted 15% KCC had done the preparatory work and management. Ms Clulow had turned down the opportunity to participate.	

DISPUTED SERVICE CHARGES S/C YEAR ENDED 2013/14

Case reference: CAM/OOME/LSC/2017/0028 Premises: 10 Church Views, Cookham Road, Maidenhead SL6 7EH

ITEM	COST	TENANT'S COMMENTS	LANDLORD'S COMMENTS	LEAVE BLANK (FOR THE TRIBUNAL)
Cleaning	£1627.20/ 15 = £108.48	NONE as complaints about the lack of cleaning have consistently been ignored. Evidence of cleaning is absent, and tenants at flat 6	I do not think that any tenants deliberately carry mud into the building. However, as with many transient tenants moving furniture in	

		deliberately and daily carry mud onto the carpet. Thisis ignored by CVRL. Ithen query how often the tariff is compared to ensure best value.Evidence of cleaning has been sought but not provided	and out there are constant scraps and dirt on the floor that need cleaning. Again discussed openly at the AGM's.	
Gardening	£1502.43 / 15 = £100.16	£100.16 may be reasonable,but I've queried the non-replacement of dead I removed shrubs & trees, removal of extensiveivy up trees, non-maintenance to bottom rear of site such that it became a dumping ground for old furniture etc. Best value queried.	Please refer to prior answers. Bottom constantly cleared	
Management	£2,100 / 15 = £140	NONE as correspondence repeatedly ignored,complaints not addressed, issues not resolved. Subsequently KCC writes saying all queries are resolved and the cycle repeats. Mr Carr himself appears indifferent to this.	KCC have always responded to the queries and from Ms Clulow. This is evidenced in detail by Mr Carr in his letters to Mc Clulow (pages 116-126 on 29July 2013, pages 129-138 on13th August 2013 and 31st October 2013.) In addition answers are covered in correspondence between to her then solicitors HPLP on 7th February 2014 (pages 143-149) All above KCC responses included the original bundle to the Court.	
Repairs & maintenance	£3228.90 / 15 = £215.26	Areas of dispute: Repairs to wall due to window replacement £140.00-	Leaks turning up all around the felt areas affecting Flats 11-15 inclusive.	

		this should have been done gratis by the window installation company. Flat 14 repair water stains leak from roof £145.00 - the roof was repaired in £2011 and no mention of water stains then,so why was this left until 2013? Why was it not claimed under Buildings Insurance? If the stains appeared after the repair was completed and it is still leaking,why is the repairer not paying for this as they had not done a satisfactory exercise? Flat 11& 13 repairs after roof leak £556.80 -why not Buildings Insurance? Back in 2011 the builder repaired the roof, if the roof still leaks as it was not repaired properly then the builders should be liable. "Express" attended twice - once inJuly and once in October for maintenance -surely only one charge should be made as fire system maintenance should only have been done once, Itherefore leave the lower £240 invoice to once side. KCC should have queried this with "Express" at the time as they are paid to do. This lack of scrutiny{querying contractors] is yet another example of the lack of professional management of CVRL. The totalleaving aside the above items is: £2147.10/ 15 = £143.14ls agreed.	These had become markedly worse during this period, seemed to be heavier rain causing flash back of the water as a result. The actual drainage slope on the roof is very shallow plus the guttering, even though clear still overflowed. Hence the desire to fix the roof and need to receive proper quotes as this would be the biggest expenditure in the whole lifetime of the building. Express invoices are shown on pages 247-253 inclusive in RP bindle RP11	

Legal fees	£958.00/ 15 = £63.87	This claim 3QZ57498 (not 3QZ574998 as detailed in the accounts) was struck out and this fee of £945 was the amount that was paid to my legal representative for the legal fees that Ihad incurred in strike out. The claim was erroneously filed by Kempton Carr Croft. Thus this £945 should have not been back billed to CVRL asit was KCC's error. No leaseholder should be paying for this. Iwas not paid any compensation for my name being quoted on these accounts as if Ihad been in the wrong,or for any of the stress caused in having to have legal representatives engage on this. More importantly,shareholders are repeatedly misinformed and misled by the management across all activities. As this was a KCC error it should not have been invoiced, and when they did invoice it the Directors of CVRL should have refused the invoice as CVRL should not be paying for KCC mistakes. This is another example of the mismanagement of the CVRL. When the KCC invoiceis put to one side the amount owingis £13 I 15 = £0.86	KCC went to Court purely on the basis that Ms Clulow had not paid her service charges. Initial attempt to recover service charge fees from Ms Clulow.	
Buildings Insurance	£2193.93 I 15 = £146.26	£146.26 agreed, but subject to evidence of best value and details of	As previous answer s, insurance steady amount and no financial	

		financial incentives paid to CVRL I KCC?	incentive to KCC	
Roofing	£6588 / 15 = £439.20	The various repairs and servicing of the roof was not done to standard as in December 2014 (2014 I 15 accounts) a further emergency repair was done.Itis therefore queried if the companies that conducted the servicing of the gulleys and the repairs had been checked as suitable prior to engagement. Whilst this query is outstanding the various roofing bills remain on dispute. The fact that Kempton Carr Croft, as the management company, employed Kempton Carr Croft Surveyors is drawn into question. Was the £2200 for the roof survey the most cost- effective surveying company that could be employed for that task?There was at least a conflict ofinterests if Kempton Carr Croft were to query the value of thatinvoice. Therefore, NONEIs owed.	As per the answer above, the desire to fix the roof and need to receive proper quotes as this would be the biggest expenditure in the whole lifetime of the building. Therefore proper quotes needed to be obtained and a full survey essential. Given that KCC are a surveying and property management company it's not usual for them to use their own reliable local contacts and contractors. Considered good value given the background of the issues, the style of the roof and the realistic level of monies available.	

ITEM	COST	TENANT'S COMMENTS	LANDLORD'S COMMENTS	LEAVE BLANK (FOR THE TRIBUNAL)
Electricity	£155.79 / 15 = £10.39	£10.39 may be reasonable, but why was essential lighting cut? Ithen query how often the tariffis compared to ensure best value.Absolute proof please, with what items are powered and when.	As per previous answers,no lighting has been cut.	
Cleaning	£1627.20 / 15 = £108.48	NONE agreed as regular complaints about the lack of cleaning that were not addressed. Evidence of cleaning has been sought but not provided. Again, Iquery best value and absolute proof.	As per previous answers	
Gardening	£1342.51 / 15 = £89.50	£89.50 may be reasonable, but I've queried the non-replacement of dead I removed shrubs & trees, removal of extensive ivy up trees, non-maintenance to bottom rear of site such that it became a dumping ground for old furniture etc. Best value queried.	As per previous answers	
Management	£2225 / 15 = £148.33	NONE as not detailed what they were doing for this money when they did not respond to queries & complaints nor resolve them. In fact, on 14 August 2014 Michael Carr of Kempton Carr Croft wrote in a letter to me "I do not understand why you have and continue to pursue your actions for non-compliance and non co-operation -what exactly are you hoping to achieve by this?" After that letter he substantially ignored me. Surely any competent management company would know I was seeking decent and safe	KCC have always responded to Ms Clulow and her various solicitors over the 2013 -2014 period and in letter dated November 2014 had once again reiterated that Ms Clulow was more than welcome to come to the AGM's but also come to view invoices and the books at their offices. (Please refer topages 143 , letter of 7th February 2014 L9 and page 259RP 16	

		accommodation for my tenant [per my lease] to live in for the service charges being demanded. Normally the management company would understand why, and indeed expect, a long leaseholder wanting all lease obligations to be adhered to. The fact that the management company does not understand and CVRL Directors are virtually blind to their obligations means that they cannot effectively manage the company.		
Repairs & Maintenance	£2349.00/ 15 = £156.60	There are two items here for "express fire maintenance" that are from the previous financial year:£240 and £903. In the previous financial year Ihad already queried the duplicate invoicing,so theseitems are still in dispute, at the very least why did KCC not action the invoices in the correct financial year as they are being paid to do (if they are relevant).Next, the roof repairs for flat 11at £450 - there were roof works done in 2013/14 so (a) why not against Buildings Insurance or (b) why not claim this back against the contractor who did the work previously (especially the work on 10/02/14)? Was the management company not using competent companies for these repairs? Did they seek no guarantees for the work undertaken? Further, at the	Invoices attached (pages 247-253) KCC had to postpone work start to ensure that monies could be raised.	

		AGM in February 2014 the roof was raised as an issue, but Kempton Carr Croft did not start Section 20 process until July, 5 months later. If this Section 20 process had been started at the necessary time then these repairs may have never arisen.Thatis unless theissue is simply neglect, which Isuspect. This again calls KCC's and CVRL's credibility into question to manage the company effectively. Removing the above leaves £756.00 / 15 = £50.40 is agreed.		
Section 20 Roof Works	Total £2490/15= £166	Ihad already had the garage roof replaced at my own cost due to neglect by CVRL causing dilapidation; it was leaking badly and damaging contents. Idid not want the water ingress to lead to more extensive repairs to beams being needed. Ihad asked when this was going to be done and received no responses. CVRL were in breach of their lease obligations as the maintenance work had not been done to the garages, and from my comments above it is clear that the maintenance work to the building roof was not done to standard. I,therefore, query how I can be due to pay a full 1/15thwhenonly part of theissue Is relevant to me. Ialso query why Ireceived no responses to my letters re the building roof repair and	Leaseholders own choice as decided to have their garage roof done rather than use KCC. The whole point of doing the roof was that after many years with prior management companies and property management this had not been done since the building had been erected. The point of the £4000 has been addressed as part of the detailed replies to the Court following the recent hearing.	

		my suggestions,instead Iwas ignored by Kempton Carr Croft. This point will be addressed again when discussing the £4000 for the roof work that Kempton Carr Croft say Iowe.At this stage, Icontend NOTHING is owed for these fees.		
Legal Fees	£2440.90 / 15 = £162.73	The solicitors' fees cited here as "Arrears Miss Clulow" are misrepresenting the reason for the dispute on which Field Seymour Parkes were engaged. FSP were engaged on my lease extension, that CVRL maliciously delayed for over TWO YEARS. CVRL refused to allow the lease extension to be processed as Ihad outstanding service charges, but they refused to reconcile or debate exactly what Iowed and why and rejected without prejudice communication with my then solicitor Richmond Duff of HPLP. They also refused to accept anything but an escrow agreement and then effectively refused to allow my legal representatives to have input to the terms and conditions of the escrow agreement. To give one flaw of the escrow agreement that they wanted: monies could only be paid out to them, so even though Ihad the windows replaced at my cost, and they were covered by the escrow agreement,	Disputed as its evident Ms Clulow had always sought to avoid payment of any kind. She had not attended any AGM's to query costs. Given the situation and Ms Clulow's refusal to meet even a portion of the costa she has agreed above CVRL reluctantly deemed it necessary to try and force the issue of the outstanding service charges over the 3 prior years. Discussed with her solicitors at the time Parrott and Coales, and, looking at number of exchanges, more than enough dialogue went on to between the parties in formulating the agreement. Both parties expressing their opinions.	

		Iwould not have been allowed to withdraw the moneyfrom the escrow agreement for them. Iwould in effect be paying twice. It was only when Ichanged legal representative and he successfully challenged why it had to be a detailed escrow agreement that the lease extension progressed. There is £10,000 on account at that legal representatives today whilst this issue is addressed. During the escrow discussions,various amounts were quoted as owing,some of which were higher than this claim today. There was never any evidence given as to the rationale and neither was there any agreement to mediation (which would have atleast reduced, if not removed,the FSP charges and this case now). I query why this charge of £2400 should be paid by any shareholder when it was erroneous advice by FSP that caused the delays and their charges. CVRL should be seeking to have this reimbursed by FSP. That thenleaves £40.90 / 15 =£2.73	Not CVRL's fault or responsibility that Ms Clulow sacked her solicitor Parrott and Coales and moved to Fraser and Brown Given that we considered Ms Clulow would not adhere to arrangement to pay any service arrears once the lease extension was signed the best option was an escrow agreement. CVRL have abided by the agreement having signed the lease extension. Ms Clulow has shown no sign in releasing any service charge arear payments whatever the amount. Hence the request to the Tribunal to agree a fair and reasonable figure of level of service charges for the type of block.	
Buildings Insurance	£2232.91 / 15 = £148.86	Ihave made the assumption that Macbeth Insurance is Buildings Insurance and the other entry is Directors' Insurance, and on that assumption will agree the £148.86, but it not clear,thatIs another	Standard practice to have Directors insurance.	

		falling of clear and transparent management.		

DISPUTED SERVICE CHARGES S/C YEAR ENDED 2015/16

Case reference: CAM/OOME/LSC/2017/0028 Premises: 10 Church Views, Cookham Road, Maidenhead SL6 7EH

ITEM	COST	TENANT'S COMMENTS	LANDLORD'S COMMENTS	LEAVE BLANK (FOR THE TRIBUNAL)
Electricity	£363.71 / 15 = £24.25	£24.25 may be reasonable, but why was essential lighting cut? I then query how often the tariffis compared to ensure best value. Absolute proof please, with what items are powered and when.	Again , same answers	
Cleaning	£1660.20 / 15 = £110.68	Same comment as previous years	No complaints or comments at the AGM.	
Gardening	£1717.42 15 = £114.49	Samecommentaspreviousyears.	See prior answers	
Management	£3,360 / 15 = £224	There has been no explanation for the 51%increasein fees,when still the management company does not respond to issues. The Directors should not have agreed such an increase due to the lack of service being provided as this document shows consistently. I do not agree this fee at all.	All fees agreed and passed at each AGM by a meeting of the leaseholders. Ms Clulow has chosen not to attend and no other disagreements from the other leaseholders. Given the circumstances part of any increase has been due to Ms Clulow's reticence to meet any service charges.	
Repairs & Maintenance	£3,909.42/ 15 = £260.63	The following are disputed: The new deadlock and two keys at a cost of £88.80is for where,and why? The cost	The repairs to the downpipe weredue to a blockage at the foot of the drainpipe and clogging of leaves.	

		of £90 for a downpipe repairis queried on 16/12/15 as the downpipes were part of the roofing tender for work completed earlier in 2015. If there was any issue with the downpipes then Heartfelt Roofing should have been called back to fix it at no further cost as it should have been under warranty. A lack of care by the management company. AKM Property Care supplied and fitted 6 new bulbs and then 2 months later are called out due to a fault with the lights. Why is the call out fee of £60 payable? Why is CVRL paying to fit a simple light bulb? Why did KCC and the CVRL Directors agree that they should be paid again? There was an asbestos survey done on 15th October and then a specific survey with a different company for flat 11 on 29/2/16. Why the special treatment for flat 11? Why was the asbestos survey not done in its entirety on 15/10/157 Why did KCC and the Directors allow this additional £60 to be incurred? Active Electrical charged on 12/1/16 to replace communal lights, they were then called out to faulty lights in the entrance area and light buzzing on 151 floor (communal area) - if they hadn't done the job on 12/1 effectively why incur the costs on 31/3 to solve these issues? £147.12 queried as to why	The warranty for the roof will have covered the cost of the roof, not subsequent blockages within a drainpipe from leaves or other debris that may have been at ground level. Contractors charge a call out fee and the whole lighting was more than fitting a light bulb. The Asbestos survey covered the common parts. This was done at the request of the owner of Flat 11 following the final repairs to the flat after the leakages where the contractor would not commence until a survey was undertaken in the roof area he was repairing , plastering and painting Different issue	

		allowed, especially when the same company had done an electrical installation report on 29/2.Query again if suitably qualified contractors are being used. On 29/3 A Better Drainflow were called out as the foul drains were blocked and overflowing at a cost of £132, however, it appears that they only returned on 20/5 to jet clean the foul drains. I therefore query the cost of £132, and ask how Kempton Carr Croft and the Directors could allow the foul drains to be left in an unfit state for 2 months. That is again a lack of credible management. Removing the above £3331.50/15 = £222.10 is agreed.	As part of repairs and maintenance the communal lighting was updated. Regarding the drains, In the event should they become blocked through residents' wastage, washing materials etc. then they need clearance. The two blockages were are different manual cover points in any case	
Tree work	£384.00 /15 = £25.60	£25.60 Ican't agree a random cost. Specifically what "tree work" was done.	This was essential work on trees against the boundary of the next door property The Spens. The actual boundary was our responsibility and the tree branches were providing a hazard to the residents of The Spens. Subject covered albeit not minuted at the AGM.	
Legal fees	£3829.00/ 15 = £255.27	The fees in connection with Field Seymour Parkes are as a direct result of Church Views Residents Ltd declining mediation,failing to accurately reconcile the items herein and trying to force the scenario	Denied. Never any real offer of mediation or compromise by Ms Clulow	

		legally. CVRL was insisting on an escrow agreement,as described above, for the lease extension.This £3306 would not have been incurred if the lease extension had been handled correctly in the first place. I.e. as detailed in the previous year. It is mispresenting that these fees are as a result of Ms Clulow debt case legal fees when they relate to the lease extension obstruction by CVRL. It is wrong for CVRL to expect any long leaseholder to pay for these fees when they were incurred either as a direct result of bad advice from the solicitors that only an escrow agreement would suffice (and then not negotiating on that agreement as detailed above) and therefore should be reclaimed from them or the directors refused to follow the advice of the solicitors insisting that a wrong path was taken lengthening the process and incurring unnecessary fees. Inthe latter case they should be personally liable. Although a solicitor does also have a duty of care to protect clients from themselves if that will lead to excessive fees or put the client at risk of excessive costs. Iwould also like to have clarity as to	Refer to page 263 , CVRL paid £100	

		what the £100 fee for CV court fee is which was apparently sent to HMRC (according to the accounts). Court fees would only be payable to HMRC If there was mismanagement of paying dues to HMRC,which would be further evidence of the total mismanagement of the block. If it was not HMRC then it shows that due care and attention around the accounts is not being taken and the directors are signing off on erroneous accounts. Ido agree the annual return to companies house and the flat 6 money claim online (although confirmation that it is indeed the flat owner Mr Michael Anthony Rayner that the case has been brought against as the owner not the tenant who also has the surname Rayner as that would be an erroneous claim.I suspect that this claim has only been raised,as the first one, to "prove" that they do follow up debts which they have not done in the past) =£423 I 1s = r2a.20	via FSP re Fraser Brown Letter 27/10/16 Michael Rayner and his wife are the flat owner s of number 6, not his son	
Buildings Insurance	£2380.66 / 25 = £158.71	£158.71agreed		
Loan interest	£246.82 / 15 = £16.45	£16.45 agreed,however, see notes re Roof Section 20 below	Please refer to the reconciliation in the Expenditure list page 67 supplementary bundle sent to the Tribunal 21st August and. Page 168.	
Total	£17,851.23I / 15	£589.80 agreed		

	= £1190.08			

DISPUTED SERVICE CHARGES S/C YEAR ENDED 2015/16

Case reference: CAM/OOME/LSC/2017/0028 Premises: 10 Church Views, Cookham Road, Maidenhead SL6 7EH

ITEM	COST	TENANT'S COMMENTS	LANDLORD'S COMMENTS	LEAVE BLANK (FOR THE TRIBUNAL)

As thereis no breakdown of the headings,nor a date as to when these amounts are made up to, then Ican not comment, nor agree or disagree with any of the items at this stage.

2011/2012	amount claimed by Applicant		Tenant contribution as determined by the Tribunal	
electricity				
cleaning				
gardening				
management				
insurance				
misc				
repairs		for the period	409.20	agreed
2012/2013				
electricity	101.02		6.73	
cleaning	1627.20		108.48	
gardening	1164.96		77.66	
management	2100.00		140.00	
repairs	4653.80		310.22	
legal	838.44		0.00	
insurance	2142.66		142.84	
windows	4782.00		318.80	
2013/2014				
cleaning	1627.20		108.48	
gardening	1502.43		100.16	
Management	2100.00		140.00	
repairs	3228.90		215.26	
legal fees	958.00		0.86	
insurance	2193.93		146.26	
roofing	6588.00		439.20	
2014/15				
electricity	155.79		10.39	
cleaning	1627.20		108.48	
gardening	1342.51		89.50	
management	2225.00		148.33	
repairs	2349.00		156.60	
section 20	2490.00		166.00	
legal	2440.90		162.73	
insurance	2232.91		148.86	
2015/16				
electricity	363.71		24.25	
cleaning	1660.20		110.68	
gardening	1717.42		114.49	
management	3360.00		224.00	
repairs	3909.42		254.70	
tree	384.00		25.60	
legal fees	3829.00		145.00	
insurance	2380.66		158.71	
loan	246.82		16.45	
2016/17				
Estimated			380.92	
total	**68323.08**		**5109.84**	
		roof contribution	2690	agreed
total contribution			**7799.84**	