



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

Case Reference : **CAM/34UF/LSC/2019/0023**

Property : **Apartments P5, P10, P13, P14, P16 and P17
Northampton House, Wellington Street,
Northampton NN1 3NB**

Applicant : **Northampton House RTM Company
Limited**

Representative : **Geoffrey Leaver, Solicitors LLP
Mr Piers Hill of Counsel**

Respondents : **1. Comer Properties (2) Ltd
(Flats P10, P17)
2. Comer Properties (1) Ltd
(Flats P5, P14 & P16)
3. Mountfield Properties Ltd
(Flat P13)**

Representative : **Ms Georgia Whiting of Counsel**

Freeholder : **Palacemews Properties Limited**

Date of Transfer : **8th April 2019**

Type of Application : **A determination of the reasonableness and
payability of Service Charges (Section 27A
Landlord and Tenant Act 1985)**

**Application under section 20C of the
Landlord and Tenant Act 1985 for the
limitation of service charge arising from
the landlord's costs of proceedings**

Tribunal : **Judge JR Morris
Mr R Thomas MRICS
Mr C Gowman BSc, MCIEH, MCMi**

Date of Hearing : **18th September 2019**

Date of Decision : **31st October 2019**

DECISION

The Tribunal having made a determination in relation to sections 27A and 20C of the Landlord and Tenant Act 1985 following the transfer of Claim Number E45YX076, E45YX158 and E45YX150 from the County Court, the case is now returned to the County Court sitting at Milton Keynes for such further order as may be appropriate.

Decision

1. The Tribunal determines that all Items and/Invoices are reasonable for each of the years in issue for Apartments P5, P10, P13, P14, P16 and P17 except for those identified in the Reasons. The Tribunal determines the following sums are not reasonable or payable for the years in issue in respect of the said Apartments:

Apartment	%	2014/15	2015/16	2016/17	2017/18
P 05	0.45	38.39	1.76	5.83	19.47
P 10	0.58	49.36	2.26	7.51	25.09
P 13	0.45	38.30	1.76	5.83	19.47
P 14	0.58	49.36	2.26	7.51	25.09
P 16	0.58	49.36	2.26	7.51	25.09
P 17	0.53	45.11	2.07	6.86	22.94

2. The Tribunal makes an Order under section 20C of the Landlord and Tenant Act 1985 that 50% of the Applicant's costs in connection with these proceedings should not be regarded as relevant costs to be taken into account in determining the amount of any Service Charge payable by the Respondents.

Reasons

Application

3. The Respondents are all property holding companies within the Comer Group with a majority of shares owned by two persons. The companies have a leasehold interest in six flats in Northampton house. The Applicant is a Right to Manage company and issued three separate County Court claims, numbered E45YX076, E45YX158 and E45YX150, in respect of outstanding service charges. On 28th November 2018, District Judge Kanwar of the County Court sitting at Milton Keynes consolidated those claims and transferred them to the tribunal for a determination. Notice of the transfer is dated 8th April 2019, with papers sent shortly afterwards.
4. The Applicant seeks a determination under section 27A of the Landlord and Tenant Act 1985 as to whether the service charges are reasonable and payable and whether under Schedule 11 to the Commonhold and Leasehold Reform Act 2002 the administration charges are reasonable and payable.

5. The Respondents also seeking an order for the limitation of the landlord's costs in the proceedings under section 20C of the Landlord and Tenant Act 1985.

The Law

6. The relevant law is as set out in Annex 2 of these Reasons.

Description of the Property

7. The Tribunal did not undertake an inspection but from previous decisions the Tribunal found that Northampton House comprises 187 flats and car parking over 11 floors plus a roof space, which the Freeholder retains, and which is not part of the common parts and no access is available to the Tenants. A metal gate prevents unauthorised access to the roof. Car parking is on the lower ground floor and ground floor levels. On the ground floor there is a foyer with reception and a Leisure Centre. The Common parts comprise the foyer and Leisure Centre, the stairwells, lifts (of which there are four shafts, two containing operating lifts) and corridors giving access to the flats and the pathways to the car parking spaces.

The Lease

8. A copy of the Lease was provided which was found to be the same as all the Leases in the Property except for the description of the specific demise. The Lease is for a term of 125 years from 24th June 2000.
9. Clause 1 of the Lease defines the demise in general terms and refers to the specific definition of the demise in Schedule 2 of the Lease together with the easements and rights set out in Schedule 3 except and reserving the rights in Schedule 4 and subject to the matters set out in Schedule 5. The apartments have designated parking spaces in the car parks.
9. Schedule 7 requires the Tenant to pay a Service Charge which is a fair proportion of the Service Costs which are the costs incurred by the Landlord in carrying out its obligations under the Lease including buildings insurance. The Tenant shall pay an Interim Charge in advance on the 29th September and 25th March each year. A negative balance is payable within 14 days of invoice whereas a positive balance is carried forward to the next year. The "fair proportion" for the years in issue has been calculated according to the area of each Apartment. There are four sizes of apartment as follows:
 - apartments with 2 bedrooms & 2 bathrooms 0.58%
which in this case includes: P 10, P14 and P16;
 - apartments with 2 bedrooms & 1 bathroom 0.53%
which in this case includes P17;
 - apartments with 1 bedroom & 1 bathroom 0.45%
which in this case includes P13 and P05;
 - apartment with 1 bedroom & 1 bathroom 0.48%

10. The Landlord must keep a detailed account of the Service Costs and prepare a Service Charge statement for each accounting period ending 31st March. The statement must:
- State the Service Costs for each major category of expenditure
 - State the amount of the Service Charge
 - State the total of the Interim Charge paid by the tenant
 - State the negative or positive balance and
 - Be certified by a qualified accountant.
11. The Services to be provided and which shall be the subject of the Service Charge are set out in Part 2 of Schedule 7 and include:
- Repairing, replacing, renewing, maintaining, inspecting and cleaning the roof main structure outside and foundations of the Building
 - Repairing, replacing, renewing, maintaining, inspecting and cleaning the shared conduits and facilities and other matters including the road and footpaths of the Estate.
 - Decorating the outside of the Building.
 - Repairing and decorating the common parts.
 - Lighting and cleaning the common parts including the amenity areas and car park.
 - Maintaining a fire protection system and providing security arrangements
 - Maintaining, repairing, replacing, renewing, surveying, insuring, inspecting and cleaning any lifts.
 - Obtaining insurance valuations.
 - Maintaining, insuring, staffing, running, repairing and replacing the Leisure Centre
 - Paying the reasonable salaries, fees and expenses of any employees.
 - Maintaining and preparing Service Charge accounts.
 - Repairing fences, walls, hedges and other boundary structures
 - Maintaining a common facility for television reception and an entry phone system
 - Paying the reasonable and proper fees and disbursements of any managing agent.
 - Maintaining a reserve fund.
12. The definition of the Demise in Schedule 2 is as follows.
"First All That self-contained Apartment details of which appear in the Particulars to this Lease and show for identification purposes only edged red on plan 1 annexed hereto including:
- (a) the internal plastered covering and plasterwork of the wall bounding the Apartments and the doors and door frames and window frames in such walls and the glass fitted in the windows
 - (b) the plastered covering and plasterwork of the walls and portions lying within the Apartment and the doors and door frames fitted in such walls and partitions
 - (c) the plastered covering and plasterwork of the ceilings and surfaces of the floors including the whole of the floorboards skirting boards and supporting joists (if any)

- (d) all Conduits which are laid in any part of the Estate and serve exclusively the Property and
- (e) all fixtures and fittings in or about the Apartment and hereafter expressly excluded from this Lease

But not including

- (i) any part of parts of the Building (other than the Conduits and joists expressly included in this demise lying above the said surfaces of the ceilings or below the said floors surfaces or
 - (ii) any of the main timbers or other joists of the Building or any of the walls or partitions therein (whether internal or external) except such of the plastered surfaces thereof and doors and doorframes fitted therein as are expressly included in this demise or
 - (iii) any Conduits in the estate which do not serve the Apartments exclusively portions lying within the Apartment and the doors and door frames fitted in such walls and partitions
 - (iv) notwithstanding the red edgings on the said Plan¹ any part of the balcony appurtenant to the Property which overhang the public highway”
13. Conduits are defined in Schedule 1 as:
“All sewers drains pipes channels watercourses cables wires and any other installations apparatus or service conducting media used for the supply of water gas electricity and telephone services and for the passage of radio and television signals or for the provision of security installations or for the disposal of foul and surface water drainage”
14. Under Clause 3.1 the Tenants covenant:
“At all times during the Term to keep the Property in good and substantial repair and condition including (without limitation) all additions to the Property and the Landlord’s fixtures and fittings sanitary gas electrical and water apparatus and installations upon the Property...”
15. Paragraphs 15 of Part 2 Schedule 7 states:
“Maintaining accounts of Service Costs preparing and rendering Service Charge payments and retaining accounts to certify those statements and enforcing the payment o the Service Charge by each lessee of each flat within the building to the extent that this is not recovered by the landlord.”
16. Paragraph 18 of Part 2 Schedule 7 states:
“Paying the reasonable and proper fees and disbursements of any managing agent appointed by the Landlord.”

Issues

17. The issues were identified on behalf of the Respondent in three Witness Statements made by Mr Robert Shepard, who is Head of Portfolio (UK) for Comer Group as follows:
- 1. It is submitted that the Applicant has included items in the service charge which are not recoverable under Part 2 of the Seventh

Schedule which are particularised in the Scott Schedule for each year, 2014 -15, 2015 - 16, 2016 – 17 and 2017 – 18.

2. It is submitted that there are two lifts installed in the Building and the installation of a further two lifts is an improvement which is not recoverable under the terms of the Lease.
3. It is submitted that if the Lift Works are not considered to be an improvement nevertheless, they are Major Works for which there has not been a consultation under section 20 of the Landlord and Tenant Act 1985 and therefore the Applicant is limited to recover £250.00 per flat.
4. It is submitted that the demands are not payable as they are not compliant with section 21B of the Landlord and Tenant act 1985 in that reference is made to the Leasehold Valuation Tribunal and not the First-tier Tribunal.
5. It is submitted that the demands for Flats P13 and P14 are not payable because the leaseholder of Flat P13 was wrongly identified as Comer (1) Properties Ltd and not Mountfield Properties Ltd, as per Land registry Entry HN12770, and the leaseholder of P14 was wrongly identified as Mountfield Properties Ltd and not Comer Properties (1) Ltd, as per Land Registry Entry HN12771. Copies of the Land Registry Entries were provided at page 49 and 1028 of the Bundle respectively.
6. The Allianz Insurance for the Directors' and Officers' liability is not recoverable as this is in relation to management not the Building.
7. The amount of arrears claimed to be outstanding is disputed.

Hearing

18. A hearing was held which was attended by Mr Piers Hill of Counsel for the Applicant, Mrs Hazel Harman, Mr Donagh Madigan Managing Director of the Managing Agent, Ms Danielle Austin Solicitor for the Applicant, Ms Georgia Whiting of Counsel for the Respondent and Mr Robert Shephard Head of Portfolio representing the Responded Companies. Mr Alan Phillips was also present as an observer.

Consideration of Issues

19. The Tribunal considered the issues raised as follows:
20. Issue 1. The Tribunal found from the Scott Schedules for the years in issue completed by both parties that the matters raised were within its jurisdiction and would deal with the matter under section 27A of the Landlord and Tenant Act 1985.

21. Issues 2 and 3. The Tribunal found from the papers and oral submissions that the installation of additional lifts were not works that were proposed in the years in issue. Counsel for the Applicant said that a reserve fund was being accumulated with a view to re-commissioning the two lift shafts which are currently empty. Counsel for the Respondent submitted that the Applicant was not entitled to re-commission the lifts as that would amount an improvement which is not permitted under the Lease. Therefore, the accumulation of funds for this purpose is not a legitimate service charge item.
22. The Tribunal found that lift works were not an item of the service charge in issue. The Tribunal appreciates the point made by the Respondents that it is believed money is being set aside for a specific purpose.
23. The Applicant is entitled under the Lease to establish a reserve fund for future works. The Applicant's directors and officers may say they would like to use the money for a specific purpose but these intentions have no effect on the fund until they become certain proposals. Although today they may say they wish to install more lifts, tomorrow the roof may need to be repaired and the reserve will need to be used accordingly.
24. A tribunal can make a determination as to the reasonableness of costs to be incurred but it needs to have some clear proposals or anticipated works to do so. A tribunal may also determine the reasonableness of the amount of a contribution to a reserve fund under the Service Charge. Reference has been made to the size of the reserve fund. However, the Respondents have not raised the issue that any contributions to the reserve fund are disproportionate to the works that might need to be carried out in the future.
25. The Tribunal therefore determines that the issue regarding the lifts is preemptive and must wait until there are clear proposals.
26. Items 4 and 5 are in relation to payability. The Tribunal agreed that the demands are not payable as they are not compliant with section 21B of the Landlord and Tenant act 1985 in that reference is made to the Leasehold Valuation Tribunal and not the First-tier Tribunal. However, the defect can be remedied by re-serving the demands with the correctly worded statements. Depending on the Tribunal's decision the demands may have to be re-served in any event.
27. The tribunal finds that the demands for Flats P13 and P14 are not payable because the leaseholder of Flat P13 was wrongly identified as Comer (1) Properties Ltd and not Mountfield Properties Ltd, as per Land registry Entry HN12770, and the leaseholder of P14 was wrongly identified as Mountfield Properties Ltd and not Comer Properties (1) Ltd, as per Land Registry Entry HN12771. The Tribunal determines that the defect can be remedied by re-serving the demands with the correctly identified Tenant and address. Depending on the Tribunal's decision the demands may have to be re-served in any event.
28. Items 6 and 7 are determined as part of the determination as to reasonableness under section 27A.

29. The Direction had referred to determination under Paragraphs 5 and 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002 of reasonableness of Administration Charges. The parties agreed that no Administration Charges were being demanded. This was therefore not in issue.

Evidence and Decision

30. The Applicant provided a copy of the Accounts for the years in issue which are summarised as follows:

Year ending 31st March	2015	2016	2017	2018
Items	£	£	£	£
Electricity	22,844	29,866	33,878	18,301
Water & Sewerage	55,971	52,467	55,936	62,473
Refuse Collection	1,647	1,227	1,228	2,362
Cleaning	18,652	18,160	18,100	19,894
Security	14,646	41,048	12,234	16,896
Buildings Insurance	28,649	31,933	32,720	34,160
Other Insurance	406	406	433	435
Telephone	626	696	654	693
Lift Repairs & Maintenance	11,298	6,049	6,659	6,118
General Repairs & Maintenance	41,220	38,503	39,481	54,952
Fire Systems Maintenance	2,670	4,677	2,675	1,497
Redecoration	11,623	9,215	361,047	3,600
Bank Charges	386	273	264	271
M&C Management	32,400	32,400	34,020	34,020
Debt Collection	13,229	10,103	6,029	6,353
Accountancy	996	1,063	1,080	1,159
Legal/Professional Fees	2,700	0	0	2,319
Sundries	217	201	34	554
Total	260,180	278,287	606,472	266,057

31. Both parties completed a Scott Schedule for each of the years in issue which identified the individual invoices in issue by item, cost and invoice number. Against each the Respondents briefly stated their objections and the Applicant provided a short reply. The Tribunal has in turn recorded its abbreviated decision. A copy of the completes Scott Schedule is attached at Annex 3.
32. The invoices were not allocated to the heads of account for the respective years and therefore the Tribunal has only made a determination in respect of each invoice. It is for the Applicant to make any adjustment to the relevant head of account and the Respondents' respective Service Charge demands to reflect the Tribunal's Decision.
33. The Tribunal examined the evidence of the Lease and each of the invoices to determine whether the sums charged were within the terms of the Lease and/or that they were reasonable.

34. The Respondent's Representative said that apart from certain items the reasonableness of the charge was not disputed. He said that most of the invoices were presented by Mr George J Hyde whom the Respondent companies had also employed and whose charges had they in the past found reasonable. The main issue is that the cost of the invoices itemised in the Scott Schedule are not recoverable under Part 2 of the Seventh Schedule.
35. Items which were submitted as being unreasonable in amount were where it was believed costs which should have been paid by an insurance claim had only been charged to the Service Charge. Also, it was alleged some management tasks had been undertaken by Mr Hyde and charged for in addition to the Management Fee.
36. The Tribunal sets out below the narrative to its decision. Where possible it has grouped invoices where the work is similar. The Tribunal has identified the invoices in the Decision headings by the item number for each year.

Invoices for the year 2014/2015

Main Fuse on the Landing - Items 1, 2 & 4

37. The invoices relating to the "blown" fuses state with some slight variations that the contractor was called out to a specific apartment. "No electricity. On investigation found Main Fuse on Landing had blown. Replaced Fuse/Holder, tested and left working."
38. The Respondents submitted that this was within the Demise and therefore not a Service Charge item. It was accepted that the fuse referred to was in a common part in so far that it was situated in a meter cupboard on the landing, nevertheless, each apartment had its own fuse. It was therefore for each Leaseholder to replace the fuse when it 'blew' and not the Applicant. The individual Leaseholder should pay for the replacement fuse not all the Leaseholders through the service charge.
39. The Applicant was of the opinion that the replacement of the fuses was the responsibility of the Applicant and was then charged to the Service Charge. The Applicant's Representatives said that this had always been done in the past before the Applicant had taken over the management of the building.
40. It was agreed that the consumer boxes with the fuses protecting the individual circuits within the apartments were situated in the apartments and were therefore within and part of the demise. The issue was then whether the fuse, irrespective of it being within the meter cupboard off the common landing, was also part of the demise.
41. After some discussion the Tribunal found that the fuse is situated after the meter and was exclusively for the protection of the consumer box for that apartment. It was not the "Company Fuse" situated before the meter, protecting the meter and the supply to the apartment generally. If it had been it would have been the responsibility of the Electricity Distribution Network

Operator. This was confirmed by item 16, invoice number 2030 for the year 2016/17 on page 1109 of the Bundle which stated:

“Call out from Tenant of Apartment P15 on afternoon of 25th December, advising that no electricity in Apartment since morning. Western Power Distribution also telephoned Agent on evening of 25th December to advise that problem was not their responsibility.

On investigation found Main Fuse in Meter Cupboard on Landing had “blown”. Cable also burnt – recommended that Electrician replace cabling form Landing cupboard to Apartment.”

42. Having found that the fuses are exclusively for each apartment the Tribunal examined the Lease to see if they were the responsibility of the Leaseholder or the Applicant. The Lease defined the demise as including “Conduits which are laid in any part of the Estate and serve exclusively the Property”. It also defined “Conduits” as “cables wires and any other installations apparatus or service conducting media used for the supply of ... electricity”.
43. Therefore, the Tribunal found that the fuse was the responsibility of the Leaseholder and determined that the cost of replacement was not a Service Charge item under Schedule 7 Part 2. Items 1/Invoice 1641 (£150), 2/Invoice 1640 (£150) and 4/Invoice 1577 (£90) were not reasonable.

Investigation of Smell from Apartment – Item 3

44. An invoice for investigating a smell from an Apartment was objected to by the Respondent as being work within a demise.
45. The Applicant stated that the smell was investigated and found to be a faulty durgo air admittance valve. These valves are on top of the common soil pipe and therefore the work related to maintain the common parts of the Building.
46. The Tribunal found that the work of Item 3/Invoice 1639 (£150.00) was within Paragraph 2 of Schedule 7 Part 2. Therefore, it was determined to be a Service Charge item and, in the absence of evidence to the contrary the cost was reasonable.

Investigation and Remedial Work due to Water Leaks - Items 5, 6, 7 and 9

47. The Respondents’ Representative submitted that the investigation and remedial work undertaken with regard to water leaks were within demises and the individual Leaseholders of the Apartments should pay for them. If they were leaks from pipes that were not within the demise then they should have been paid for through an insurance claim.
48. The Applicant’s Representatives stated that the leaks were from common pipes which had been a long-standing problem. They said they tried to keep insurance claims to a minimum because of the inflationary effect they had on premiums. By not making insurance claims where the claim was below or just

above the excess, they had been able to keep premiums and excesses relatively low. They said that this had been the practise of the previous management.

49. In response to the Tribunal's questions the Applicant's Representatives were not able to give a specific amount at which a claim would or would not be made. They said that they had gone on a case by case basis. It was noted that for 2014/15 the excess for water damage was £500.00, subsidence £1,000.00 and for other claims £250.00. The Tribunal warned against the amount at which a claim would or would not be made being arbitrary. The Managing Agent should consult with the broker and carry out a cost/benefit analysis, comparing the risk of increases in premiums and excesses with the cost of the work to be carried out under a potential claim. The Leaseholders should also be kept informed.
50. The Tribunal found from the Bundle that for each of the items and invoices there was an email which showed that an insurance claim had been made but because the claim related to water damage the excess was £500.00 and the Insurance Company did not pay out on the whole claim. The e mail on page 1153 showed the Insurance Company paid £810.00 of £1,310.00, £500 being the excess, on Item 5, Invoice 1466. The e mail on page 1159 showed the Insurance Company paid £1,825.00 of £2,325.00, £500 being the excess, on Item 6/ Invoice 1601. The e mail on page 1155 showed the Insurance Company paid £605.00 of £980.00, £250 being the excess and £125.00 was withheld because the Insurer not consider painting the woodwork necessary, on Item 7, Invoice 1468.
51. An insurance claim was made in respect of Item 9, Quote 25, but was rejected. Items 7 and 9 both related to work carried out in respect of water leaks in P 13. The Respondent's Representative said that he could not find the amount paid of the claim in the accounts. It was agreed that it was not identified separately. The Tribunal found that on the balance of probabilities, the insurance settlement had been paid, however, it was good practice to identify insurance payments clearly in the accounts.
52. The Tribunal finds that in the absence of evidence to the contrary the work in respect of Items 5/Invoice 1466 (1,310.00), 6/Invoice 1601 (£2,325.00), 7/Invoice 1468 (£980.00) and 9/Quote 25 ((£670.00) related to water damage caused by leaks from common water pipes. Therefore, it determined that the work is a Service Charge item and, in the absence of evidence to the contrary, the cost is reasonable.

Repair of Glass Partition - Item 8

53. The Respondents' Representative submitted that the balcony glass partitions were part of the demise and therefore its repair was not a Service Charge item.
54. The Applicant's Representatives stated that the balcony glass partitions were not within the demise and referred to Schedule 2 (e) (ii) and (iv). Therefore, replacing the glass panel on the balcony which had shattered due to solar heat was a responsibility of the Applicant and chargeable to the Service Charge.

55. The Tribunal found that as a partition that it not plastered and/or as part of the balcony appurtenant to the Property which overhangs the public highway it was excluded from the demise. The Tribunal determined that the repair work in Item 8/Invoice 1448 (£250.00) was a Service Charge item and, in the absence of evidence to the contrary, the cost is reasonable.

Weekly Maintenance Checks – Items 10 - 18

56. The Respondents' Representative said that the weekly checks undertaken by George J Hyde should be carried out by the Managing Agent. He submitted that Mr Hyde was making good the disadvantage of the Managing Agent being situated in Ireland. Leaseholders were in effect paying twice for the same service in that they paid a Managing Agent's fee which should include a weekly check and Mr Hyde's charge for weekly checks because the Agent did not do them.
57. The Applicant's Representatives said that the Managing Agent did carry out a full management service and regular visits were undertaken. The work carried out by Mr Hyde was in addition to those periodic inspections. An agent would following a periodic inspection have to employ a contractor like Mr Hyde to carry out work replacement of light bulbs and minor repairs identified on the inspection. Apart from the cost of the light bulbs which were charged separately the "weekly inspection" included the carrying out of work needed.
58. The Respondents' Representatives referred to a previous tribunal decision in 2012 in which the previous tribunal treated Mr Hyde's inspections as part of the Management Fee. On that occasion the previous tribunal added Mr Hyde's charges of £5,960.00 (Items 10 – 18) to the Management Fee of £32,300.00 which came to £39,521.00. This gave an average unit charge of £211.00, which the previous tribunal considered was high for the standard of management at that time. The previous tribunal reduced the management fee by the amount of Mr Hyde's charge which came to £27,601 and gave a unit charge of £147.50 which the previous tribunal considered reasonable.
59. The Tribunal carried out the same exercise in the present case. The current Management Fee is £32,400 per annum and Mr Hyde's charges are £5,725.00 which together amount to £38,125.00 which gives a unit charge of £208.00. The Tribunal therefore considered whether this was an unreasonable charge.
60. In its decision the previous tribunal had found the level of management "adequate" taking into account complaints regarding communication. However, it had been critical of the standard of maintenance. It had also noted at paragraph 123 that Mr Hyde's invoices only recorded that an inspection or meeting took place and there is no mention of any related work having been done. However, there were other invoices, which were specifically for the changing of light bulbs, and for the carrying out of work etc., which are presumably reactive to the inspection separately invoiced.
61. Having noted the comments in the 2012 Decision the Tribunal considered to what extent if at all matters had changed in 2014/15. In the absence of evidence to the contrary the Tribunal found the standard of management

good. From the invoices relating to the repairing of leaking pipes and drains, reactive maintenance appeared to be dealt with more promptly than previously. With regard to general management, the tribunal noted the error regarding the issuing of the demands to Apartments P13 and P14 but this could be remedied and, as mentioned, the error regarding the naming of the tribunal was not considered 'fatal' to the notices. Communications appeared to be better with annual general meetings being held and Leaseholders being given an opportunity to make representations (copies of minutes provided). What was identified as additional work in 2012 now appeared to be included in Mr Hyde's "weekly inspection" charges. The Tribunal also considered the general level of management fees for each of the years in issue and found that they had increased.

62. Taking into account the standard of management and level of fees in 2014 compared with 2012 together with the size of the block, the Tribunal determined from its knowledge and experience that the aggregated fees of £38,125.00 were reasonable.

Hire of Hall - Item 19

63. The Respondents' Representative submitted that the hire of the hall fee Item 19/Invoice 12787 (£160.00) was exclusively for the RTM Company and therefore was not a Service Charge item. The Applicant's Representatives confirmed that any Leaseholder could attend and be heard and therefore this was part of the management of the Building and a Managing Agent's disbursement paragraph 18 of Part 2 of Schedule 7.
64. The Tribunal found that it was a managing agent's disbursement under paragraph 18 of Part 2 of Schedule 7 and therefore a service charge item.

Legal Costs relating to Settlement Agreement – Items 20 - 22

65. The Respondents' Representative referred the Tribunal to a hand written document which was an agreement between the Applicant and the Respondents reaching a settlement in respect of Service Charges and legal costs for previous years not now in issue.
66. A copy of the document was on pages 66 and 67 of the Bundle and was a Consent Order settling County Court Claim Number A39YP061. The Claimant was the Applicant and the Defendants were the Respondents and the Landlord, Palacemews Properties Limited. The Schedule of the documents records a total payment of £6,500.00 comprising £4,202.44 and £2,297.56 towards costs in full and final settlement of all claims in the action.
67. The Tribunal examined the solicitor's invoices numbered 186409 and 186620. Item 20/Invoice 186409 (£6,597.00) and Item 22/Invoice 186620 (£324.00) each referred to the claim and the sum of £6,500.00. The Tribunal found that on the balance of probabilities the legal costs incurred were those referred to in the Consent Order and that the Respondents were not liable for that cost. The Tribunal therefore determined that the items were not reasonable in respect of the Respondents' Service Charge contribution.

68. The Tribunal examined the solicitor's invoices numbered 185261. This invoice referred to the claim between the Applicant and the Respondents but it also referred to receiving 9 new sets of instructions and drafting proceedings in respect of named individuals who are not the Respondents. The invoice is for £1,920.00 including VAT. The disbursements appear to be in respect of the proceedings being drafted against persons who are not the Respondents. The Tribunal determines that £1,200.00 appears to be a reasonable sum to attribute to the matters related to the Respondents based on the narrative in the Invoice. Therefore, the Tribunal determined that £1,200.00 of Item 21/Invoice 185261 was not reasonable in respect of the Respondents' Service Charge contribution.

Legal Costs relating to Leisure Facilities – Item 23

69. The Respondent's Representative stated that the Applicant's Solicitor's Invoice Number 1835017 regarding the leisure facilities was for not more than writing a letter which should have been undertaken by the Managing Agent and so included in the Management Fees.
70. The Applicant's Representatives said that it was for advice and was a managing agent's disbursement under paragraph 18 of Part 2 of Schedule 7 and therefore a service charge item.
71. The Tribunal examined the solicitor's invoices found that it was for advice and was a managing agent's disbursement under paragraph 18 of Part 2 of Schedule 7 and therefore a service charge item.

Invoices for the year 2015/2016

Main Fuse on the Landing - Items 1, 4 & 10

72. The parties agreed that their representations in respect of items 1, 4 and 10 relating to the main fuse on the landing were the same as for the years 2014/15.
73. The Tribunal saw no reason from the invoices to vary its decision with regard to the previous year. Therefore, the Tribunal found that the fuse was the responsibility of the Leaseholder and determined that the cost of replacement was not a Service Charge item under Schedule 7 Part 2. Items 1 (£150) 4 (£90) and 10 (£150) were not reasonable.

Investigation and Remedial Work due to Water Leaks – Items 2, 5, 6, 8, 9, 11, 12, 13, 14 & 16

74. As for the year 2014/15 the Respondents' Representative submitted that the investigation and remedial work undertaken with regard to water leaks were within demises and the individual Leaseholders of the Apartments should pay for them. If they were leaks from pipes that were not within the demise then they should have been paid for through an insurance claim.

75. The Applicant's Representatives repeated that the leaks were from common pipes which had been a long-standing problem. They said they tried to keep insurance claims to a minimum because of the inflationary effect they had on premiums. By not making insurance claims where the claim was below or just above the excess, they had been able to keep premiums and excesses relatively low.
76. With particular reference to the invoices for this year the Tribunal found that the invoices related to two different types of work. The first type was remedying defective pipes and plumbing which were blocked or leaking and the second type was remedying damage to flats caused by the blockages and leaks.
77. With regard to the first type of work the Applicants' Representatives said that the links between the common soil pipes and the Apartment wastes had been made without a sufficient 'fall' to the pipes when the Building had been converted from local authority offices to residential apartments. This meant they were prone to blockages and leaking as water did not run away into the common soil pipes as it should. It was viewed as a Service Charge item because to create a proper fall required a reconnection to the common soil pipe. A number of the invoices for this year related directly or indirectly to this work.
78. The Tribunal considered each of the invoices for the first type of work as follows:
79. Item 2/Invoice 1692 (£250) related to the replacement of a bath. The Applicant's Representatives said that the bath required replacing due to corrosion of the pipework caused by leakages from common pipes in particular the soil pipe. Because the damage had been caused by a defective connection to the common soil pipe a contribution of £250.00 had been paid from the Service Charge.
80. Other items were:
Items 5/1760 (£300) and 8/Invoice (£300) related to a blocked shower tray,
Item 6/Invoice 1756 (£420) related to a foul smell from the common soil pipe,
Item 9/Invoice 1780 (£280) related to blocked wastes,
Item 11/Invoice 1759 (£420) related to damage to electrical circuit caused by a leak from the common soil stack,
Item 13/Invoice 1775 (£450) related to leaking from the common soil stack.
81. The Tribunal found that Item 2 and the other items were sufficiently related to the common parts namely the common waste system to justify them being treated as a Service Charge item. The Respondent did not directly question whether this work should have been the subject of an insurance claim. The Tribunal did consider the point. Based on the knowledge and experience of its members, the Tribunal was of the opinion that an insurance claim for the work in respect of the above items/invoices would be unlikely to be accepted by an insurer. The Tribunal found that the work would, on the balance of probabilities, be viewed as maintenance or correcting a pre-existing defect and therefore not covered by the policy.

82. The Tribunal determined that the work was a Service Charge item and, in the absence of evidence to the contrary, the cost was reasonable.
83. The Tribunal considered the invoices for the second type of work as follows:
84. Item 12/Invoice 1679 (£715.00) related to the sealing of a leak from the common soil stack and the replacement of flooring. It appeared from the invoice that the labour charge of £385.00 included sealing the soil pipe as well as laying the flooring which cost £330.00. It does not appear that there was an insurance claim for this invoice. The Tribunal determined that this was not unreasonable. The Tribunal found that a proportion of the total cost was for correcting a pre-existing defect which it is unlikely that the insurer would have met and the excess for water damage is £500.00. Therefore, a claim would not have been cost effective. The Tribunal found that the work was a Service Charge item and, in the absence of evidence to the contrary, the cost was reasonable.
85. Item 14/Invoice 1795/Quote 35 (£1,290.00) related to replacement of flooring and re-decoration following water damage from a leaking common pipe. The Applicant made an insurance claim for this work as shown by the email on page 1163. The Tribunal found that on the balance of probabilities, the insurance settlement had been paid, however, it was good practice to identify insurance payments clearly in the accounts. The Tribunal determined that the work was a Service Charge item and, in the absence of evidence to the contrary, the cost was reasonable.
86. Item 16/Invoice 1807 with Quotation attached (£5,627) related to replacement of flooring and re-decoration following water damage from a leaking common pipe which was repaired as recorded in Item 13/Invoice 1775. No evidence was adduced by the Applicants to show that an insurance claim had been made. The Tribunal found that similar invoices for water damage in these circumstances had been the subject of an insurance claim. Therefore, it found that on the balance of probabilities, an insurance claim had been made and that a settlement had been paid, however, it was good practice to identify insurance payments clearly in the accounts.
87. The Tribunal determined that the work was a Service Charge item and, in the absence of evidence to the contrary, the cost was reasonable less any insurance claim payment.

Cleaner's Water Heater - Item 7

88. The Respondents' Representative questioned whether the replacement of the heater was within the common parts. The Applicants' Representatives referred to Item 7/Invoice 1757 (£122.00) which stated that it was to replace the water heater for the cleaner's use.
89. In the absence of evidence to the contrary, the Tribunal determined that the work was a Service Charge item and, in the absence of evidence to the contrary, the cost was reasonable.

Subsidence to Access Ramp - Item 15

90. The Respondents' Representative questioned whether this work had been the subject of an insurance claim, which he felt it should have been, or whether the whole amount had been charged to the Service Charge.
91. The Applicants' Representatives said that this invoice together with another invoice in the year 2016/17 (Item 18 for that year/Invoice STN3563 £3,552.00) were for works carried out on a pedestrian ramp serving the property which had subsided. It was confirmed that a claim had been made and the Insurer had paid out a proportion of the cost and documentary evidence was provided.
92. The Tribunal determined that in the absence of evidence to the contrary, the charge was reasonable. On the balance of probabilities, the insurance settlement had been paid and it was good practice to identify insurance payments clearly in the accounts.

Investigating Defective Heating Valves in Apartments which discharge into the Car Park – Item 3/Invoice 1729

93. The Applicants' Representatives explained there were overflow pipes from the water heaters in each Apartment which outflowed into the car park. Best practice would have been that the outflow from these pipes went into drains however they actually outflow onto the car park floor and can cause slippery patches especially in winter. If the heaters are serviced regularly as required by the Leases any overflow water is likely to be minimal. However, a number of Leaseholders do not maintain them and this results in the pressure release valve (PRV) having to be replaced to prevent excessive overflow.
94. For health and safety reasons the Applicant has sought to monitor the situation and to identify the apartments where the boilers are not properly maintained and require the PRVs be replaced. This invoice (Item 3/Invoice 1729 (£1,350.00) is payment to Mr Hyde for his monitoring and identifying the Leaseholders who are not maintaining their boilers.
95. The Respondents' Representative submitted that the investigation and remedial work undertaken with regard to this item were within demises and the individual Leaseholders of the Apartments should pay for the work. It should not be a service charge item.
96. The Tribunal examined the Lease and found that under Clause 3.1 Tenant's covenanted:

“At all times during the Term to keep the Property in good and substantial repair and condition including (without limitation) all additions to the Property and the Landlord's fixtures and fittings sanitary gas electrical and water apparatus and installations upon the Property... “

97. The Tribunal is of the opinion that the Applicant is entitled to enforce such covenants particularly when failure to comply may result in harm to other Tenants. The Tribunal therefore determined that the work was a Service Charge item and, in the absence of evidence to the contrary, the cost was reasonable.
98. However, having identified the boilers which require new PRVs the Tribunal determines that the cost of replacing the items should fall to the Tenant of the Apartment not the Service Charge.

Investigation of Smell from Apartment – Item 20

99. An invoice for investigating a smell from an Apartment was objected to by the Respondent as being work within a demise.
100. The Applicant stated that the smell was investigated and found to be a faulty durgo air admittance valve. These valves are on top of the common soil pipe and therefore the work related to maintain the common parts of the Building.
101. The Tribunal found that the work was within Paragraph 2 of Schedule 7 Part 2. Therefore, it was determined to be a Service Charge item and, in the absence of evidence to the contrary the cost was reasonable.

Weekly Maintenance Checks – Items 18, 21, 22 and 23

102. The Respondent's Representative drew attention to the Weekly Maintenance Checks undertaken by Mr Hyde for 2015/16. He also drew attention to the payment in advance for the year 2016/17 which he said was improper.
103. The Applicants' Representatives said that the payment in advance was to assist Mr Hyde who had a temporary cash flow problem. It was said that he was a very good and reliable contractor and that other contractors might be paid in advance e.g. for service agreements.
104. The Tribunal makes no judgement with regard to the payment in advance in that the work had been done at the time of the hearing therefore it was only a matter as to whether the amount was reasonable for the work done.
105. With regard to the payment Weekly Maintenance Checks for 2015/16 and 2016/17 the Tribunal took the same approach as it had done for 2014/15. The amounts were the same for 2015/16 and therefore in the absence of evidence it determined the Management Fee aggregated with Mr Hyde's weekly checks to be reasonable.
106. The Management Fee for 2016/17 had increased making the total Management Fee and Mr Hyde's charge £39,220.00. This made a unit charge of £209.73. The Tribunal found the increase to be modest and in line with inflation and therefore determined it to be reasonable.

Meetings with Contractors - Items 17 and 19

107. The Respondent's Representative identified the following:
Item 17/Invoice 1663 £37.50 for meeting with the Lift Consultant on site.
Item 19/Invoice 1731 £200.00 to meet the Painting Consultant on Site to allow access to building, balconies etc over two days.
108. He said that the cost of these meetings should be met out of the Management Fee.
109. The Applicants' Representatives said that the meeting with and providing access for the lift consultant required a contractor. The meeting with the painting consultant required Mr Hyde's presence in particular. He was able to make recommendations and obtain information which a property manager would not have been able to do. It was said that the painting consultant had not been happy about the quantity of 'rubbish' on the balconies and the need to remove the glass panels dividing the balcony spaces. Mr Hyde was able to advise on this and was able to give a price for doing this work in advance of the painting being undertaken, which was much cheaper than what the painting contractor quoted.
110. The Tribunal appreciated the point made by the Respondent's Representative but found that on these two occasions it would be reasonable to employ Mr Hyde. The Tribunal therefore determined the charge reasonable.

Hire of Hall – Items 24 & 25

111. As with the year 2014/15 the Tribunal found that the cost of hiring the hall for a meeting at which all Leaseholders were entitled to attend was a managing agent's disbursement under paragraph 18 of Part 2 of Schedule 7 and therefore a Service Charge item determined to be reasonable.

Legal Costs relating to Settlement Agreement – Items 26, 27 & 28

112. The Respondents' Representative said that the Legal Advice referred to in Invoice 187925, because it related to advising on the lease, 188125, because it related to advising on section 20 Notice, and 188179, because it related to general correspondence with a person who was not a leaseholder, was not recoverable.
113. The Applicant's Representatives said that it was for advice and was a managing agent's disbursement under paragraph 18 of Part 2 of Schedule 7 and therefore a service charge item. In response to the Tribunal's question it was said that invoice 188179 related to advice on the payment of service charges by the Respondent companies.
114. The Tribunal found that the subject matter of the advice was within the role of a managing agent and therefore determined it was a managing agent's disbursement under paragraph 18 of Part 2 of Schedule 7 and therefore a service charge item.

Invoices for the year 2016/2017

Main Fuse on the Landing - Items 12 & 16 Cabling to Apartments 217 and P15 – Item 17

115. The parties agreed that their representations in respect of Items 12 and 13 relating to the main fuse on the landing were the same as for the years 2014/15 and 2015/16.
116. The Tribunal saw no reason from the invoices to vary its decision with regard to the previous years. Therefore, the Tribunal found that the fuse was the responsibility of the Leaseholder and determined that the cost of replacement was not a Service Charge item under Schedule 7 Part 2. Items 12 (£150) and 16 (£150) were not reasonable.
117. The same arguments applied to the provision of cabling from the fuse box to apartments 217 and P15. This is a conduit which is exclusively for those apartments and therefore is within the demise. The cost of replacement was not a Service Charge item under Schedule 7 Part 2. Item 17/Invoice 2025 (£80.00) was not reasonable.

Investigation and Remedial Work due to Water Leaks – Items 1, 2, 3, 11 and 15

118. As for the year 2014/15 and 2015/16 the Respondents' Representative submitted that the investigation and remedial work undertaken with regard to water leaks were within demises and the individual Leaseholders of the Apartments should pay for them. If they were leaks from pipes that were not within the demise then they should have been paid for through an insurance claim. The Applicant's Representatives repeated that the leaks were from common pipes. They also re-affirmed that they tried to keep insurance claims to a minimum because of the inflationary effect they had on premiums.
119. The Tribunal considered the invoices as follows:
Item 1/Invoice 1977 (£550.00) relates to redecoration due to water damage following a leak in Apartment 311
Item 2/Invoice 1973 (£710.00) relates to the repair to the soil stack in Apartments 308 and 809.
Item 3/Invoice 1930 (£850.00) relates to re-flooring and redecoration
Item 10/Invoice 1893 (£90.00) relates to repairs to kitchen of Apartment 713
Item 11/Invoice 1859 (£750.00) relates to redecoration due to water damage following a leak in Apartments 208, 211, 308, 408, 718 and 518.
Item 15/Invoice 2049 (£650.00) relates to redecoration due to water damage following a leak in Apartment 101.
120. Based on the knowledge and experience of its members, the Tribunal was of the opinion that an insurance claim for the work in respect of Item 2 would be unlikely to be accepted by an insurer as on the balance of probabilities, the work would be viewed as maintenance or correcting a pre-existing defect and therefore not covered by the policy.

121. It does not appear that there was an insurance claim for Items 1, 11 and 15. The Tribunal determined that this was not unreasonable. Because the excess for water damage is £500.00, each claim would only realise £50.00, £250.00 and £150.00 respectively. Item 1q5 relates to repair to flashing which on the balance of probabilities is maintenance and would not be accepted for an insurance claim. The Tribunal would have liked evidence that the Applicant had discussed the matter with the broker and made a considered decision as to the effect of these small claims on the premium. In the absence of this the Tribunal used the knowledge and experience of its members and determined that it was reasonable not to make a claim and to charge the total amounts of the invoices to the Service Charge.
122. It does not appear that the work referred to in Item 3/Invoice 1930 was as a result of water damage since the excess is only £250.00 paid by the Applicant. The Applicant stated that the £680.00 was paid by the insurer. The Tribunal finds that this correlation between the excess and the amount paid out is appropriate.
123. The Applicants stated that Item 10/Invoice 1893 of £90.00 was an amount outstanding after an insurance claim.
124. In the absence of evidence to the contrary, the Tribunal determined that the work in respect of all the Items/Invoices was a Service Charge item and, in the absence of evidence to the contrary, the cost was reasonable.

Replacement of Gate Valve – Item 7/Invoice 1924

125. The Respondents' Representative submitted that the invoice was for work carried out in a demise and should not be charged to the Service Charge.
126. The Applicant's Representatives referred to the Invoice and stated that the work was to replace a gate valve for Apartment 616. This is the valve through which water passes from the common water pipes to each apartment. To renew it the water has to be turned off for all the Apartments on the floor as it affects the common supply.
127. The Tribunal determined that the work was a Service Charge item and, in the absence of evidence to the contrary, the cost was reasonable.

Replacement of Pressure Release Valves – Items 4, 5, 6 and 9

128. The Respondents' Representative submitted that the invoices were for work carried out in a demise and should be charged to the individual Tenants and not the Service Charge.
129. The Applicant's Representatives agreed.
130. The Tribunal noted that this was the valve which if not serviced caused water to run into the Car Park and the identification of the Apartments was a result of the investigation work carried out in 2015/16 under Item 3/Invoice 1729.

131. The Tribunal noted that Items 4/Invoice 1913 (£130.00), 5/Invoice 1914 (£80.00), 6/Invoice 1915 (£80.00) and 9/Invoice 1892 (£500.00) were agreed to be deducted.

Purchase of Replacement Lamps – Items 8 and 14

132. The Respondents' Representative requested further information about the purchase of the lamps referred to in Item 7 /Invoice 1922 (£257.00) and 14/Invoice 1867 (£368.00).
133. The Applicant's Representatives were not able to say how many lamps were purchased but Mr Hyde kept a supply of them so that they could be replaced on his weekly checks around the Building.
134. The Tribunal determined that the lamps were a Service Charge item and, in the absence of evidence to the contrary, the cost was reasonable.

Subsidence to Access Ramp - Item 18

135. The Applicant's representative stated that Item 18/Invoice STN3563 (£3,552.00) related to the subsidence of the pedestrian ramp and was paid by the Insurer.
136. The Tribunal determined as for Item 15 of 2015/16.

Legal Costs relating to Access to Roof – Item 19

137. The Respondent's Representative stated that the Applicant's Solicitor's Invoice 192278 regarding access to the roof space was not a Service Charge item.
138. The Applicant's Representatives said it was in connection with access to the cradles for repainting the building.
139. The Tribunal found Item 19/Invoice 192278 was for advice related to the management of the Building and was a managing agent's disbursement under paragraph 18 of Part 2 of Schedule 7 and therefore a service charge item.

Directors' and Officers' Insurance – Item 20

140. The Respondent's Representative said that the Director's and Officer's Insurance, Item 20, was an expense for the RTM Company to meet and not the Service Charge.
141. The Applicant's Representatives said that this was a standard insurance item and chargeable under paragraph 18 of Part 2 of Schedule 7.
142. The Tribunal found Item 20 (£433.25) related to the management of the Building and was a managing agent's disbursement under paragraph 18 of Part 2 of Schedule 7 and therefore a service charge item.

Accompanying Insurance Consultant – Item 13

143. The Tribunal found that Item 13/Invoice 1866 (£125.00) for Mr Hyde to accompany the Insurance Consultant around the building was a Management function and was included in the Management Fee. Therefore, the Tribunal determined the charge was not reasonable.

Invoices for the year 2017/2018

Main Fuse on the Landing - Items 5, 9, 13, & 28

144. The parties agreed that their representations in respect of Items 5, 9, 13 and 28 relating to the fuse carriers for the main fuses on the landing and related replacement cabling were the same as for the years 2014/15, 2015/16 and 2016/17.
145. The Tribunal saw no reason from the invoices to vary its decision with regard to the previous years. Therefore, the Tribunal found that the 5 fuse carriers, Item 5/Invoice 3125 (£250.00), fuse for Apartment 1012, Item 9/Invoice 3105 (£300.00) fuses for Apartments 515 and 211, Item 13/Invoice 3096 (£300.00) and fuse for Apartment 309, Item 28/Invoice 3018 (£150.00), was the responsibility of the Leaseholder as the fuses were a Conduit within the Demise and determined that the cost of replacement was not a Service Charge item under Schedule 7 Part 2.

Investigation and Remedial Work due to Water Leaks – Items 1, 4, 7, 14, 21, 22, 27 & 30

146. As for previous years the Respondents' Representative submitted that the investigation and remedial work undertaken with regard to water leaks were within demises and the individual Leaseholders of the Apartments should pay for them. If they were leaks from pipes that were not within the demise then they should have been paid for through an insurance claim.
147. The Applicant's Representatives repeated that the leaks were from common pipes which had been a long-standing problem.
148. The Tribunal considered the invoices for this year which were as follows:
Item 1/Invoice 3147 (£1,310.00) relates to reflooring due to water damage following a leak in Apartment 104
Item 4/Invoice 3129 (£75.00) relates to repairing leak in Apartments 712, 713 and 6th floor corridor.
Item 7/Invoice 3107 (£807.50) relates to reflooring due to water damage following a leak.
Item 14/Invoice 3097 (£807.50) relates to reflooring due to water damage following a leak in Apartment 216.
Item 21/Invoice 3041 (£100.00) relates to turning off water to protect common parts due to leak in Apartment 312.
Item 22/Invoice 3042 (£772.50) relates to water damage to Apartment 212 due to leak from kitchen taps in Apartment 312.

Item 27/Invoice 3019 (£70.00) relates to repair to a bath waste trap leaking from Apartment 609 into Apartment 509.

Item 30/Invoice 3008 (£90.00) relates to the replacement of a defective durgo valve on a common soil pipe.

149. The Tribunal found that Items 1, 4, 7, 14 relate to remedying water damage caused by leaks from common soil stack or pipes. Taking into account the cost of Item 1/Invoice 3147 (£1,310.00) it should be the subject an insurance claim. No evidence was adduced by the Applicants to show that an insurance claim had been made. The Tribunal found that similar invoices for water damage in these circumstances had been the subject of an insurance claim. Therefore, it found that on the balance of probabilities, an insurance claim had been made and that a settlement had been paid, however, it was good practice to identify insurance payments clearly in the accounts.
150. Items 7 and 14 could potentially be an insurance claim but it was not clear whether such claim was made. The Tribunal determined that the decision whether or not to make a claim was borderline because the excess for water damage is £500.00 and each claim would only realise £307.50 each. Therefore, the claim may disproportionately affect the premium. The Applicant should seek advice in future from the Broker. In the present circumstance the Tribunal determined that it was reasonable not to make a claim and to charge the total amounts of the invoices to the Service Charge.
151. Item 21/Invoice 3041 (£100.00) was determined to be a Service Charge item because the cost was incurred in protecting the common parts from damage due to an escape of water from an Apartment. In the absence of evidence to the contrary the Tribunal determined the charge reasonable. Item 22/Invoice 3042 (£772.50) relates to the water damage to Apartment 212 due to leak from the kitchen taps in Apartment 312. The Tribunal found that the tenant of Apartment 312 was liable for this charge and therefore it was not a Service Charge Item and so not reasonable. The same finding and determination apply to Item 27/Invoice 3019 (£70.00).
152. The durgo valves are situated at the top of the common soil pipes. Therefore, the Tribunal determined that Item 30/Invoice 3008 (£90.00) was a Service Charge item and was reasonable.

Fire Inspections – Items 6, 12, 23 and 24

153. The Respondents' Representative submitted that the fire prevention work in Item 6/Invoice 3115 (£3,735.00) was the responsibility of the tenants not the Applicant. The Applicant said that the work was carried out following an inspection by the Fire Service and that they would not 'sign the Building off' unless the work itemised was done.
154. The Tribunal examined the invoice and found that the fitting of brush strips to the front doors of flats to protect fire spreading from an Apartment to the common parts forming an escape route was a Service Charge item and therefore the cost of £1,425.00 was reasonable. However, the tribunal found that the cost of £2,310.00 for changing batteries and fitting smoke detectors

within Apartments was the responsibility of the individual tenants and determined that it was not a Service Charge item and so was not a reasonable cost.

155. The Respondents' Representative also questioned the fire prevention work in Item 12/Invoice 3095 (£3,100.00) as it was a payment "on account" and the checking and repairing the fire doors, closures etc before the Fire Officer's visit, Item 23/Invoice 3012 (£600.00).
156. The Applicant said that Item 12/Invoice 3095 (£3,100.00) was in anticipation of what the Fire inspection would require and the work was carried out immediately after the inspection and Item 23/Invoice 3012 (£600.00) was preparatory to the inspection.
157. The Tribunal examined Item 12/Invoice 3095 and found that the checking cleaning and replacing sprinkler head covers was a Service Charge item and in the absence of evidence to the contrary the cost was determined to be reasonable. It also found that checking and repairing the fire doors, closures etc as set out in Item 23/Invoice 3012 was a Service Charge item and the cost was determined to be reasonable.
158. The Respondents' Representative submitted that accompanying the Fire officer and the Safety officer on their respective visits as set out in Item 24/Invoice 3011 (£175.00) was a management function. The officers would produce a report which would then be passed to a contractor such as Mr Hyde who would then use his technical expertise to put the findings of the report into effect.
159. The Tribunal agreed with this and determined that the charge of £175.00 was not reasonable as it should already be accounted for in the Management Fee.

Meeting with Water Company Representatives – Item 17

160. The Respondent's Representative said that the cost of meeting water company representatives should be paid out of the Management Fee.
161. The Applicants' Representatives said that the meeting required Mr Hyde's presence in particular because of his technical knowledge about the building as the matter related to the flooding in the ground floor car park.
162. The Tribunal appreciated the point made by the Respondent's Representative but found that on this occasion it would be reasonable to employ Mr Hyde as a property manager would not have the requisite technical knowledge. The Tribunal therefore determined the charge reasonable.

Balcony Partitions and Flooring - Item 2

163. The Respondents' Representative submitted that the balcony glass partitions and flooring were part of the demise and therefore its repair was not a Service Charge item.

164. The Applicant's Representatives stated that the balcony glass partitions were not within the demise and referred to Schedule 2 (e) (ii) and (iv). Therefore, replacing the glass panels on the balconies where they were damaged were the responsibility of the Applicant and chargeable to the Service Charge. The flooring on the top floors had deteriorated and had become a health and safety issue and so needed to be replaced.
165. The Tribunal found that as a partition that is not plastered and/or as part of the balcony appurtenant to the Property which overhangs the public highway the panels were excluded from the demise. The Tribunal determined that the cost of £3,200.00 for the glass panels was a Service Charge item and, in the absence of evidence to the contrary, the cost was reasonable.
166. The flooring is a part of the balcony and as the Building occupies the entire site all the balconies might be said to overhang the highway. The Tribunal therefore found that the flooring was also excluded from the demise. The Tribunal determined that the cost of £2,520.00 for the flooring was a Service Charge item and, in the absence of evidence to the contrary, the cost was reasonable, the responsibility of the Tenants and was not a service charge item under the Lease.

External Decoration – Items 3, 25, 32, 33 and 34

167. The Respondents' Representative questioned the following items:
Item 3/Invoice 3134 (£385.00) relating to cleaning the balconies of Apartments P01, P02, P03, P04, P06, P07, P08.
Item 25/Invoice 3020 (£375.00) relating to clearing rubbish from the balconies.
Item 32/Invoice 2091 (£2,400) relating to bird spiking.
Item 33/Invoice 2077 (£181.00) relating to mastic for the balconies.
Item 34/Invoice 2076 (£1,200.00) for replacing the balcony partitions after re-decoration Invoice 1947 was not in issue but was for removing the balcony partitions.
168. The Applicant stated that all these items were for carrying out work to facilitate the re-decoration. The Decorators' tender to clear the balconies, remove and replace the glass panels and renew the bird spikes was very high. Mr Hyde agreed to carry out the work for a significantly more reasonable price which the Applicant accepted.
169. The Tribunal determined that the work was a Service Charge item and, in the absence of evidence to the contrary, the cost was reasonable.

Weekly Maintenance Checks – Items 8, 10, 11, 18, 19, 26 and 35

170. The parties agreed that their submissions with regard to Mr Hyde's weekly check were the same as for the previous years. The Tribunal took the same approach as it had done for the earlier years. It was noted that the amounts for 2017/18 were the same for 2016/17 and therefore in the absence of evidence it determined the Management Fee aggregated with Mr Hyde's weekly checks to be reasonable.

Repairing the car park lights and Emergency Lights – Items 20, 29 and 31

171. The Respondents' Representative questioned whether the repair to the car park lights, Item 20/Invoice 3036 (£80.00) had been certificated. The Tribunal finds that repairs of electrical fittings do not always require certification and as the repair was undertaken in the common parts of the Building the tribunal determined the work to be a Service Charge item and the cost to be reasonable

Damage by vehicle to Pump House in Car Park – Item 15

172. The Tribunal determined that it was reasonable to repair the damage caused by a vehicle of an occupier of the Building through the Service Charge as a matter of urgency however the tenant the cost must be recovered from the driver of the vehicle. The Applicant's Representatives said that the sum had been repaid. The Respondents' Representative said that it was not apparent from the accounts whether the occupier's insurance company had paid. It was agreed the sum should be shown on the accounts when paid.

CCTV Wiring – Item 16

173. The Respondents' Representative said that it was not clear what the charge was for. The Respondents believed it was an internet connection. It was accepted that the CCTV was a Service Charge Item and that the cost was reasonable.

Hire of Hall – Item 37

174. As with previous years the Tribunal found that the cost of hiring the hall for a meeting at which all Leaseholders were entitled to attend was a managing agent's disbursement under paragraph 18 of Part 2 of Schedule 7 and therefore a Service Charge item determined to be reasonable.

Legal Costs relating to Settlement Agreement – Item 38

175. The Respondents' Representative identifies a cost of £240.00 and says that this is for Legal Advice which was RTM management advice and not recoverable under the lease and was an RTM company cost.
176. The Invoice number provided is 186409. However, this invoice is for a different amount and is dealt with in 2014/15.
177. The Applicant's Representatives said that the advice related to the Annual General Meeting and was a managing agent's disbursement under paragraph 18 of Part 2 of Schedule 7 and therefore a service charge item.
178. In the absence of evidence to the contrary on the balance of probabilities the advice related to the Annual General Meeting and was a managing agent's disbursement under paragraph 18 of Part 2 of Schedule 7 and therefore a service charge item.

Security Contractor Invoices – Item 39

179. The Respondents' Representatives stated that Items 39/Invoices 1-31 were unsubstantiated payments. He said it is not known to whom the payments claimed are made to as they are anonymous. It was said that this cannot be a right and just use of S42 Trust funds and ostensibly a license to claim to have made any payment without any justification or accountability. The accountants have let it go. He said the Respondents' auditors would not have allowed this.
180. The Applicant stated that the charges are for Night Time Security patrols carried out by the resident of Apartment 915 who is Mr Samson Ogoibe. The attendances are for the 21st August 2017 to 27th March 2018. It was said that there is no formal contract with Mr Ogoibe but he is a licensed Security Guard. He provided a letter dated 16th August 2019 (page 1197 of the Bundle) explaining his role as patrolling the Building from top to bottom from both the Reception end and the Wellington Street end 4 nights week – Thursday to Sunday. If he has an issue or is not available on site the Security Company, SAS, who are the key holders and company "on call", can assist.
181. He said that he routinely comes across a variety of issues such as: Vagrants in the bin stores, residents trying to force the gates to the car park, illegal waste disposal and residents having parties on the stairs and landings or noise residents in Apartments. He also reports any emergencies to Mrs Harmon e.g. flooding in the Ground Floor Car Park and people sleeping in cars in the Car Park. A copy of a report made by Mr Ogoibe to Mrs Harman was provided.
182. The Tribunal found that the total amount charged was £6,025.00 for 125 nights worked (219 days = 31 weeks = 125 days @ 4 nights a week) which is £48.20 per night. It appears that SAS are employed in a reactive capacity, coming out to issues reported by residents. Mr Ogoibe is in effect a proactive resident who deals with issues personally when he can but calls upon SAS if he cannot. The Tribunal knows the position and size of the Building and appreciates the difficulties attendant on that, particularly at night. The Tribunal finds that patrols of this kind might well be necessary from time to time to address issues before they become a problem or damage is caused.
183. The Tribunal makes no finding as to the employment arrangement only as to whether the amount paid is reasonable for the work carried out. No evidence was adduced that the work was not carried out or was not carried out to a reasonable standard. The Tribunal determines that the charge is a Service Charge items and that it is reasonable.

Summary of Decision

184. The Tribunal determines that all Items and/Invoices are reasonable for each of the years in issue with the following exceptions:

Year	Item/Invoice Number	Description	Amount £
2014/15	1/1641	Main Fuse for Flat	150.00
	2/1640	Main Fuse for Flat	150.00
	4/1577	Main Fuse for Flat	90.00
	20/186409	Legal Costs	6,597.00
	21/185261	Legal Costs	1,200.00
	22/186620	Legal Costs	324.00
		Total for Year	8,511.00
2015/16	1/1665	Main Fuse for Flat	150.00
	4/1733	Main Fuse for Flat	90.00
	10/1817	Main Fuse for Flat	150.00
		Total for Year	390.00
2016/17	12/1860	Main Fuse for Flat	150.00
	16/2030	Main Fuse for Flat	150.00
	17/2025	Cabling for Flat	80.00
	4/1913	Pressure Release Valves	130.00
	5/1914	Pressure Release Valves	80.00
	6/1915	Pressure Release Valves	80.00
	9/1892	Pressure Release Valves	500.00
	13/1866	Accompanying Insurance Consultant	125.00
		Total for Year	1,295.00
2017/18	5/3125	Fuse Carriers	250.00
	9/3105	Main Fuse for Flat	300.00
	13/3096	Main Fuse for Flat	300.00
	28/3019	Main Fuse for Flat	150.00
	27/3018	Tap in Flat (Tenant Liable)	70.00
	22/3042	Water Damage (Tenant Liable)	772.50
	6/3115	Smoke Detectors in Flats	2,310.00
	24/3011	Accompanying Fire Officer	175.00
	Total for Year	4,327.50	
Total			14,523.50

185. The amounts to be deducted for each flat for each year are as follows:

Apartment	%	2014/15 £	2015/16 £	2016/17 £	2017/18 £	Total deduction £
Total		8,511.00	390.00	1,295.00	4,327.50	14,523.50
P 05	0.45	38.39	1.76	5.83	19.47	65.45
P 10	0.58	49.36	2.26	7.51	25.09	84.22
P 13	0.45	38.30	1.76	5.83	19.47	65.45
P 14	0.58	49.36	2.26	7.51	25.09	84.22
P 16	0.58	49.36	2.26	7.51	25.09	84.22
P 17	0.53	45.11	2.07	6.86	22.94	76.98

186. The Tribunal determines that all Items and/Invoices are reasonable for each of the years in issue for Apartments P5, P10, P13, P14, P16 and P17 except for those identified in the Reasons. The Tribunal determines the following sums

are not reasonable or payable for the years in issue in respect of the said Apartments:

Apartment	%	2014/15 £	2015/16 £	2016/17 £	2017/18 £
P 05	0.45	38.39	1.76	5.83	19.47
P 10	0.58	49.36	2.26	7.51	25.09
P 13	0.45	38.30	1.76	5.83	19.47
P 14	0.58	49.36	2.26	7.51	25.09
P 16	0.58	49.36	2.26	7.51	25.09
P 17	0.53	45.11	2.07	6.86	22.94

Section 20C

187. The Respondent applied for an Order under section 20C of the Landlord and Tenant Act 1985.
188. Counsel for the Respondents submitted that there was no provision in the Lease which allowed the costs of the proceedings to be charged to the Service Charge. Even if there were such provision it was said that it was just and equitable to grant an order under section 20C. Counsel for the Respondents said that the Respondents had on numerous occasions questioned items of the Service Charge and had sought to resolve the issues raised in respect of the invoices identified. The Tribunal's attention was drawn to e mails and letters from the Respondents' Solicitors included in the bundle as evidence of this (pages 62 - 78 and 230 - 245) and it was said that many more examples could be provided. It was said that if the questions had been answered and the issues addressed these proceedings could have been avoided.
189. Counsel for the Applicant referred the Tribunal to paragraphs 15 and 18 of the Lease which he said authorised the Applicant to include the costs of the proceedings in the Service Charge. He said that the Applicant refuted the Respondents' claim that they had sought to settle the matter. He said that the Applicant's Managing Agent had, as shown in the emails referred to by the Respondents, provided an explanation of the charges but this had not been accepted by the Respondents.
190. With regard to the proceedings in particular, Counsel said that the Applicant had addressed the invoices identified by the Respondents in the Scott Schedules and had provided a comprehensive answer to all the items and yet none had been withdrawn by the Respondents.
191. The earliest disputed invoice is dated 31st March 2015 and the Respondents have had access to all relevant receipts and invoices from that date but raised no issues in respect of them until their response to the Tribunal's Directions in June 2019, over 4 years after the disputed invoice. He added that in response to the claim in the County Court, "the Respondents' allegations in the defence showed an embarrassing lack of particularity". It is only in response to the Tribunal's Directions that the Respondents have identified the issues in dispute.

192. The Tribunal found that paragraphs 15 and 18 of the Lease authorised the Applicant to include the costs of the proceedings in the Service Charge. In deciding whether or not it is just and equitable in the circumstances to grant an order under section 20C of the Landlord and Tenant Act 1985 the Tribunal considered the conduct of the parties and the outcome of the proceedings.
193. The Tribunal finds that neither party has acted unreasonably in respect of the proceedings and have complied with the Tribunal's Directions.
194. The Tribunal considered the determined outcome and found that from examining the Lease that the Respondents were correct in their assertion with regard to the main fuses on the landing for each of the years, the legal costs for 2014/15 and the replacement of the Pressure Release Valves and the smoke detectors in the flats, together with a few other items.
195. The main disputed items which the Tribunal determined were within the Service Charge and reasonable related to the investigation of water leaks and corresponding repair and remedial work and the weekly maintenance checks. The Tribunal felt that the parties should have been able to settle these costs between them. The Respondents from past experience will know the difficulties with the waste and water pipes and although the Applicant was able to produce emails regarding insurance claims and payments there was room for greater transparency. Also, the Tribunal's aggregating exercise with regard to the weekly maintenance checks and management fees could have been undertaken between the parties and a settlement reached.
196. Overall, taking into account the points mentioned above and the amount that was successfully challenged by the Respondents, the Tribunal decided it is just and equitable in the circumstances to grant an order under section 20C of the Landlord and Tenant Act 1985 and that 50% of the Applicant's costs in connection with these proceedings should not be regarded as relevant costs to be taken into account in determining the amount of any Service Charge payable by the Respondents.
197. This Order is only in relation to the Tribunal proceedings. Costs in respect of the County Court proceedings are a matter for the County Court Judge to whom this matter is now returned for such further order which may be appropriate.

Judge JR Morris

ANNEX 1 - 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 Tribunal 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 for 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 (i.e. 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.

ANNEX 2 - THE LAW

1. Landlord and Tenant Act 1985 as amended by the Housing Act 1996 and Commonhold and Leasehold Reform Act 2002
2. Section 18 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, improvement 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 of which the service charge is payable.
 - (3) for this purpose
 - (a) costs include 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 period
3. Section 19 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 provision 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.
4. Section 20B Limitation of Service Charges: time limit on making demands
- (1) If any of the relevant costs taken into account in determining the amount of any service charge were incurred more than 18 months before the demand for payment of the service charge served on the tenant, then (subject to subsection (2)) the tenant shall not be liable to pay so much of the service charge as reflects the costs so incurred.
 - (2) Subsection (1) shall not apply if, within the period of 18 months beginning with the date when the relevant costs in question were incurred, the tenant was notified in writing that those costs had been incurred and that he would subsequently be required under the terms of his lease to contribute to them by the payment of a service charge.
5. Section 21B Notice to accompany demands for service charges.
- (1) A demand for the payment of a service charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to service charges.
 - (2) The Secretary of State may make regulations prescribing requirements as to the form and content of such summaries of rights and obligations.
 - (3) A tenant may withhold payment of a service charge, which has been demanded from him if subsection (1) is not complied with in relation to the demand.
 - (4) Where a tenant withholds a service charge under this section, any provisions of the lease relating to non-payment or late payment of service charges do not have effect in relation to the period for which he so withholds it.
 - (5) Regulations under subsection (2) may make different provision for different purposes.
 - (6) Regulations under subsection (2) shall be made by statutory instrument, which shall be subject to annulment in pursuance of a resolution of either House of Parliament.
6. Section 27A 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).
- (7) The jurisdiction conferred on the appropriate tribunal in respect of any matter by virtue of this section is in addition to any jurisdiction of a court in respect of the matter.

ANNEX 3 - THE LAW

The Scott Schedules attached for each of the years in issue identify the individual invoices in issue by item, cost and invoice number. Against each the Respondents have briefly stated their objections and the Applicant have provided a short reply. The Tribunal has in turn recorded its abbreviated decision.

The Years are:

2014/15

2015/16

2016/17

2017/18

SCHEDULE – 2014/15

DISPUTED SERVICE CHARGE

Case References:	CAM/34UF/LSC/2019/0023	Premises:	P5, P10, P13, P14, P16, P17 Northampton House, Wellington Street, Northampton, NN1 3NA
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ITEM	COST	RESPONDENT'S COMMENTS	APPLICANT'S REPLY	TRIBUNAL DECISION
1.	£ 150	G Hyde Invoice 1641 – works within demised unit 614	Denied – invoice states “main fuse on landing blown”	Related to demise therefore to be charged to individual Leaseholder. <u>Determined not to be a Service Charge item therefore determined not to be reasonable.</u>
2.	£ 150	G Hyde Invoice 1640 – works within demised unit 901	Denied – invoice states “main fuse on landing blown”	Related to demise therefore to be charged to individual Leaseholder. <u>Determined not to be a Service Charge item therefore determined not to be reasonable.</u>
3.	£ 150	G Hyde Invoice 1639 – works within demised unit	Denied – maintenance issue as carrying out investigation works on pipes for building to prevent further leaks	<u>Determined to be a Service Charge item and to be reasonable.</u>
4.	£ 90	G Hyde Invoice 1477 – works within demised unit	Possibly reference to invoice 1577 Denied – invoice states “main fuse in communal electricity cupboard blown”	Related to demise therefore to be charged to individual Leaseholder. <u>Determined not to be a Service Charge item therefore determined not to be reasonable.</u>
5.	£ 1,310	G Hyde Invoice 1466 – insured works within demised unit P 04	Denied – maintenance issue caused by leaking pipes. RTM cost to minimize number of claims	Insurance claim made and paid as per emails on page 1153. Excess <u>determined to be a Service Charge item and to be reasonable.</u>
6.	£ 2,325	G Hyde Invoice 1601 – insured works within demised unit 217/104	Denied – maintenance issue caused by leaking pipes. RTM cost to minimize number of claims	Insurance claim made and paid as per emails on page 1159. Excess <u>determined to be a Service Charge item and to be</u>

				reasonable.
7.	£ 980	G Hyde Invoice 1468 – insured works within demised unit P 13	Denied – maintenance issues caused by leaking pipes. RTM cost to minimize number of claims	Insurance claim made and part paid as per emails on page 1155. Excess & any shortfall <u>determined to be a Service Charge item and to be reasonable.</u>
8.	£250 Corrected from £500	G Hyde Invoice 1448 – insured works within demised unit 817	Denied – replacing glass panel on balcony which had shattered due to heat	<u>Determined to be a Service Charge item within Sch 2 (e) (ii) & (iv)</u>
9.	£ 670	G Hyde Quote 25 – insured works within demised unit P 13	Denied – maintenance issues caused by leaking pipes. RTM cost to minimize number of claims	Claim rejected by Insurer. However, <u>determined to be a Service Charge item and to be reasonable.</u>
10.	£ 50	G Hyde Invoice 1502 – attendances for management function	Meeting was maintenance issue, not management	Part Maintenance and part management – <u>determined to be reasonable.</u>
11.	£ 75	G Hyde Invoice 1445 – attendances for management function	Meeting was maintenance issue, not management	Part Maintenance and part management – <u>determined to be reasonable</u>
12.	£ 800	G Hyde Invoice 1442 – attendances for management function	Maintenance checks are maintenance, not management	Part Maintenance and part management – <u>determined to be reasonable</u>
13.	£ 800	G Hyde Invoice 1642 – attendances for management function	Maintenance checks are maintenance, not management	Part Maintenance and part management – <u>determined to be reasonable</u>
14.	£ 900	G Hyde Invoice 1615 – attendances for management function	Maintenance checks are maintenance, not management	Part Maintenance and part management – <u>determined to be reasonable</u>
15.	£ 400	G Hyde Invoice 1575 – attendances for management function	Maintenance checks are maintenance, not management	Part Maintenance and part management – <u>determined to be reasonable</u>
16.	£ 1,400	G Hyde Invoice 1555 – attendances for management function	Maintenance checks are maintenance, not management	Part Maintenance and part management – <u>determined to be reasonable</u>

17.	£ 500	G Hyde Invoice 1478 – attendances for management function	Maintenance checks are maintenance, not management	Part Maintenance and part management – <u>determined to be reasonable</u>
18.	£ 800	G Hyde Invoice 1498 – attendances for management function	Maintenance checks are maintenance, not management	Part Maintenance and part management – <u>determined to be reasonable</u>
19.	£ 160	RTM Meeting room hire 12787	Relates to AGM. Managing agent disbursement – paragraph 18 of Part 2 of Schedule 7	Managing Agent’s disbursement as meeting with all Leaseholders <u>therefore determined to be reasonable</u>
20.	£ 6,597	G Leaver 186409- excluded by full and final settlement	Managing agent disbursement – item 18 of Part 2 of Schedule 7	Part of agreement therefore determined <u>not reasonable for the Respondents to pay.</u>
21.	£ 1,920	G Leaver 185261- excluded by full and final settlement	Managing agent disbursement – item 18 of Part 2 of Schedule 7	£1,200 of costs found to be part of agreement therefore determined <u>not reasonable for the Respondent to pay.</u>
22.	£ 324	G Leaver 186620- excluded by full and final settlement	Managing agent disbursement – item 18 of Part 2 of Schedule 7	Part of agreement therefore determined <u>not reasonable for the Respondent to pay.</u>
23.	£ 840	G Leaver 1835017- excluded letter writing is a management function	Managing agent disbursement – item 18 of Part 2 of Schedule 7	Managing Agent disbursement. <u>Determined to be reasonable.</u>

SCHEDULE – 2015/16

DISPUTED SERVICE CHARGE

Case References:	CAM/34UF/LSC/2019/0023	Premises:	P5, P10, P13, P14, P16, P17 Northampton House, Wellington Street, Northampton, NN1 3NA
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ITEM	COST	RESPONDENT'S COMMENTS	APPLICANT'S REPLY	TRIBUNAL
1.	£ 150	G Hyde Invoice 1665 – works within demised unit 901	Denied – invoice states “main fuse on landing blown”	Related to demise therefore to be charged to individual Leaseholder. <u>Determined not to be a Service Charge item therefore determined not to be reasonable.</u>
2.	£ 250	G Hyde Invoice 1692 – works within demised unit P 01	Denied – contribution to flat owner only, due to disrepair in common parts	Damage resulting from common leaking pipes and waste within demise – <u>determined to be a Service Charge item and to be reasonable.</u>
3.	£ 1,350	G Hyde Invoice 1729 – works within demised units	Work necessary to prevent/ remedy leak in common car park	Enforcement of Lease therefore <u>determined to be a Service Charge item and to be reasonable.</u>
4.	£ 150	G Hyde Invoice 1733 – works within demised unit 107	Denied – invoice states “main fuse on landing blown”	Related to demise therefore to be charged to individual Leaseholder. <u>Determined not to be a Service Charge item therefore determined not to be reasonable.</u>
5.	£ 300	G Hyde Invoice 1760 – works within demised unit 810	Denied – invoice records defect in general fall of waste pipe	Blocked waste in demise resulting from connection to common waste pipes and therefore <u>determined to be a Service Charge item and to be reasonable.</u>
6.	£ 75	G Hyde Invoice 1756 – works within demised unit 612	Denied - maintenance issue caused by leaking pipes. See item 5.	Durgo valve on common waste therefore <u>determined to be a Service Charge item and to be reasonable.</u>

7.	£ 122	G Hyde Invoice 1757 – works within demised unit	Denied – invoice records origin in common parts	Cleaner's water heater in common parts therefore <u>determined to be a Service Charge item and to be reasonable.</u>
8.	£ 300	G Hyde Invoice 1760 – works within demised units P 18, 712 & 612	Same invoice as in item 5 above	Blocked waste in demise resulting from connection to common waste pipes and therefore <u>determined to be a Service Charge item and to be reasonable.</u>
9.	£ 280	G Hyde Invoice 1780 – works within demised unit	Denied - maintenance issue caused by leaking pipes	Blocked waste in demise resulting from connection to common waste pipes and therefore <u>determined to be a Service Charge item and to be reasonable.</u>
10.	£ 150	G Hyde Invoice 1817 – works within demised unit	Denied – invoice states “main fuse on landing blown”	Related to demise therefore to be charged to individual Leaseholder. <u>Determined not to be a Service Charge item therefore determined not to be reasonable.</u>
11.	£ 420	G Hyde Invoice 1659 – Insurance, £500 excess paid only	Denied – invoice records origin of issue is leak in soil stack	Leaking connection with common waste therefore <u>determined to be a Service Charge item and to be reasonable.</u>
12.	£ 715	G Hyde Invoice 1679 – Insurance, £500 excess paid only	Denied – maintenance issue relating to leak in soil stack	Repair to leaking connection with common waste and related damage therefore <u>determined to be a Service Charge item and to be reasonable - so close to excess found reasonable not to claim.</u>
13.	£ 450	G Hyde Invoice 1775 – Insurance, £500 excess paid only – units 407, 308 & 208	Denied - maintenance issue caused by leaking pipes	Leaking connection to common waste pipes therefore <u>determined to be a Service Charge item and to be reasonable.</u>
14.	£ 1,290	G Hyde Invoice 1795/Quote 35 – Insurance, £500 excess paid only - unit 418	Denied - maintenance issue caused by leaking pipes	Damage caused by leaking common pipes. Insurance claim made and part paid as per emails on page 1163. <u>Excess & any shortfall determined to be a service charge item and to be reasonable.</u>

15.	£ 1,355	G Hyde Invoice 1802 – Insurance, £500 excess paid only	Denied – maintenance issue caused by subsidence to pedestrian ramp used to access building	Maintenance of common parts. Excess & any shortfall <u>determined to be a service charge item and to be reasonable.</u>
16.	£ 5,657	G Hyde Invoice 1807 – Insurance, £500 excess paid only – units 407, 308 & 208	Denied - maintenance issue caused by leaking pipes	Damage caused by leaking common pipes. On balance of probabilities insurance claim made. <u>Excess & any shortfall determined to be a service charge item and to be reasonable.</u>
17.	£ 37.50	G Hyde Invoice 1663 – attendances for management function	Meeting was maintenance issue, not management	Part Maintenance and part management – <u>determined to be reasonable.</u>
18.	£ 500	G Hyde Invoice 1664 – attendances for management function	Maintenance checks are maintenance, not management	Part Maintenance and part management – <u>determined to be reasonable.</u>
19.	£200	G Hyde Invoice 1731 – attendances for management function	Meeting with painting consultant is maintenance issue, not management	Part Maintenance and part management – <u>determined to be reasonable.</u>
20.	£ 75	G Hyde Invoice 1759 – attendances for management function	Meeting with painting consultant is maintenance issue, not management	Part Maintenance and part management – <u>determined to be reasonable.</u>
21.	£ 1900	G Hyde Invoice 1732 – attendances for management function	Maintenance checks are maintenance, not management	Part Maintenance and part management – <u>determined to be reasonable.</u>
22.	£ 900	G Hyde Invoice 1803 – attendances for management function	Maintenance checks are maintenance, not management	Part Maintenance and part management – <u>determined to be reasonable.</u>
23.	£ 5,200	G Hyde Invoice 1819 – attendances for management function	Maintenance checks are maintenance, not management	Part Maintenance and part management – <u>determined to be reasonable.</u>
24.	£ 150	RTM Meeting room hire 1342972	Denied - Relates to AGM. Managing agent disbursement – item 18 of Part 2 of Schedule 7	Managing Agent disbursement. <u>Determined to be Service Charge item and to be reasonable.</u>

25.	£ 250	RTM Meeting room hire 1438222	Denied - Relates to AGM. Managing agent disbursement – item 18 of Part 2 of Schedule 7	Managing Agent disbursement. <u>Determined to be a Service Charge item and to be reasonable.</u>
26.	£ 378	G Leaver 187925 - RTM Lease advice - not recoverable	Managing agent disbursement – item 18 of Part 2 of Schedule 7	Managing Agent disbursement. <u>Determined to be a Service Charge item and to be reasonable - invoice page 106</u>
27.	£ 378	G Leaver 188125- RTM S20 advice – not recoverable within the lease	Managing agent disbursement – item 18 of Part 2 of Schedule 7	Managing Agent disbursement. <u>Determined to be a Service Charge item and to be reasonable - invoice page 107</u>
28.	£ 653.60	G Leaver 186620- Not leaseholder, general correspondence, not recoverable	Managing agent disbursement – item 18 of Part 2 of Schedule 7	Managing Agent disbursement. <u>Determined to be a Service Charge item and to be reasonable - invoice page 108</u>

SCHEDULE – 2016/17**DISPUTED SERVICE CHARGE**

Case References:	CAM/34UF/LSC/2019/0023	Premises:	P5 Northampton House, Wellington Street, Northampton, NN1 3NA
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ITEM	COST	RESPONDENT'S COMMENTS	APPLICANT'S REPLY	TRIBUNAL DECISION
1.	£ 550	G Hyde Invoice 1977 – works within demised unit 211 – Insurance.	Denied – maintenance issue caused by leak in unit 311.	Remediation following leak to common pipes therefore <u>determined to be a Service Charge item and to be reasonable</u> (so close to excess found reasonable not to claim)
2.	£ 710	G Hyde Invoice 1973 – works within demised units 308 & 809 insurance / material invoices / which apartments?	Denied – maintenance issue caused by leak in soil stack.	Repair to connection with common waste therefore <u>determined to be a Service Charge item and to be reasonable</u> (maintenance therefore found reasonable not to claim in insurance)
3.	£ 680	G Hyde Invoice 1930 – works within demised unit	Denied – Applicant only paid the excess of £250 as set out on the invoice as works were as a result of a leak. The sum of £680 was paid by the insurer directly to the contractor.	Remediation following leak to common pipes therefore <u>determined to be a Service Charge item and to be reasonable.</u>
4.	£ 130	G Hyde Invoice 1913 – works within demised unit which should be re-charged	Agreed this should not form part of the service charge as works were internal within flats.	<u>Agreed not reasonable as work within demise – not in dispute.</u>
5.	£ 80	G Hyde Invoice 1914 – works within demised unit which should be re-charged	Agreed this should not form part of the service charge as works were internal within flats.	<u>Agreed not reasonable as work within demise – not in dispute</u>

6.	£ 80	G Hyde Invoice 1915 – works within demised unit which should be re-charged	Agreed this should not form part of the service charge as works were internal within flats.	<u>Agreed not reasonable as work within demise – not in dispute</u>
7.	£ 208	G Hyde Invoice 1924 – works within demised unit which should be re-charged	Denied – maintenance issue in the common area.	Repair to common pipe (gate valve) therefore determined to be a Service Charge item and to be reasonable
8.	£ 257	G Hyde Invoice 1922 – How many lamps.	Denied – maintenance issue as stock is held by the contractor and replaced over time when lamps require replacing.	Purchase of stock of lamps for common parts therefore <u>determined to be a Service Charge item and to be reasonable.</u>
9.	£ 500	G Hyde Invoice 1892 – works within demised unit / management function	Denied – maintenance issue caused by leak in car park due to “faulty valves” as stated on invoice and carried out to reduce water bill caused by leak.	<u>Agreed not reasonable as work within demise – not in dispute</u>
10.	£ 90	G Hyde Invoice 1893 – works within demised unit which should be re-charged to unit 713	Denied – maintenance issue to replace damaged tiles.	Amount outstanding after an insurance claim therefore <u>determined to be a Service Charge item and to be reasonable.</u>
11.	£ 750	G Hyde Invoice 1859 – works within demised units 208, 211, 308, 408, 718 & 518	Denied – maintenance issue to decorate apartments and common areas affected and damaged by leak.	Remediation following leak to common pipes therefore <u>determined to be a Service Charge item and to be reasonable</u> (so close to excess found reasonable not to claim on insurance).
12.	£ 150	G Hyde Invoice 1860 – works within demised unit which should be re-charged	Denied – maintenance issue due to blown fuse in the common area.	Related to demise therefore to be charged to individual Leaseholder. <u>Determined not to be a Service Charge item therefore determined not to be reasonable.</u>
13.	£ 125	G Hyde Invoice 1866 – Management Function	Denied – maintenance checks are maintenance, not management.	Maintenance Function and included in the Management Fee therefore <u>determined not</u>

2

				<u>to be reasonable.</u>
14.	£ 368	G Hyde Invoice 1867 – How many lamps. Value?	Denied – maintenance issue as stock is held by the contractor and replaced over time when lamps require replacing.	Purchase of stock of lamps for common parts therefore <u>determined to be a Service Charge item and to be reasonable.</u>
15.	£ 650	G Hyde Invoice 2049 – works within demised unit/insurance?	Denied – maintenance issue. Invoice states “flashing in car park bordering this apartment has come away from wall”.	Maintenance work to common area therefore <u>determined to be a Service Charge item and to be reasonable</u> (probably not able to claim on insurance).
16.	£ 150	G Hyde Invoice 2030 – works within demised unit which should be re-charged	Denied – maintenance issue due to blown fuse in the common area.	Related to demise therefore to be charged to individual Leaseholder. <u>Determined not to be a Service Charge item therefore determined not to be reasonable.</u>
17.	£ 80	G Hyde Invoice 2025 – works within demised unit – recharge?	Denied – maintenance issue due to electrical fault in common area.	Related to demise therefore to be charged to individual Leaseholder. <u>Determined not to be a Service Charge item therefore determined not to be reasonable.</u>
18.	£3,552	Soil Technics-STN3563A/1/8127 – insurance claim matter	Denied – maintenance issue due to subsidence in car park. The Applicant received the sum of £10,315 from its insurers and settled this invoice from the sum received from the insurer.	Insurance claim made and paid by insurer. Excess & any shortfall <u>determined to be a Service Charge item and to be reasonable.</u>
19.	£ 300	G Leaver 192278- RTM management advice - not recoverable under the lease – this is an RTM company cost	Managing agent disbursement – item 18 of Part 2 of Schedule 7	Managing agent disbursement therefore <u>determined to be a Service Charge item and to be reasonable</u>

3

20.	£ 433.25	RTM D&O insurance – not rechargeable to leaseholders	Managing agent disbursement – item 18 of Part 2 of Schedule 7	Management disbursement therefore determined to be a Service Charge item and to be reasonable
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SCHEDULE – 2017/18

DISPUTED SERVICE CHARGE

Case References:	CAM/34UF/LSC/2019/0023	Premises:	P5,P10, P13, P14, P16, P17 Northampton House, Wellington Street, Northampton, NN1 3NA
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ITEM	COST	RESPONDENT'S COMMENTS	APPLICANT'S REPLY	TRIBUNAL DECISION
1.	£ 1,310	G Hyde Invoice 3147 – works within demised unit 103 insurance?	Denied – maintenance issue caused by leaking pipes	On balance of probabilities Insurance claim made and any excess/shortfall, <u>determined to be Service Charge item and to be reasonable.</u>
2.	£ 5,720	G Hyde Invoice 3146 – works within demised unit/insurance/ material invoices/which apartments?	Denied – maintenance issue to replace boundary screens and flooring due to leak	On balance of probabilities Insurance claim made and any excess/shortfall, <u>determined to be Service Charge item and to be reasonable.</u>
3.	£ 385	G Hyde Invoice 3134 – works within demised unit – note that this EXCLUDES all apartments owned by Comer Group associated companies	Denied – maintenance relating to re-decoration of exterior of building	Found to be part of redecoration <u>determined to be Service Charge item and to be reasonable.</u>
4.	£ 75	G Hyde Invoice 3129 – works within demised unit – recharge?	Denied – maintenance issue caused by leaking pipes	Repair of leak of common pipe <u>determined to be Service Charge item and to be reasonable.</u>
5.	£ 250	G Hyde Invoice 3125 – works within demised unit? Material invoices / works to what and where?	Denied - purchase of 5 fuse holders for use in common areas	Related to demise therefore to be charged to individual Leaseholder. <u>Determined not to be a Service Charge item therefore determined not to be reasonable.</u>

6.	£ 3,735	G Hyde Invoice 3115 – works within demised units – leaseholder charges – none to Comer Group associated owned apartments	Denied – maintenance inspections with fire safety officer and subsequent remedial works	£1,425.00 for brush strips to demise front doors to prevent fire spreading to common parts <u>determined to be a Service Charge item and to be reasonable.</u> Tenants liable for £2,310 as the cost of fire prevention within demises, therefore, <u>determined not to be a Service Charge item and determined not to be reasonable.</u>
7.	£ 807.50	G Hyde Invoice 3107 – works within demised unit/insurance claim?	Denied – maintenance issue caused by leaking pipes	Remedying leak from common pipes. <u>Determined to be Service Charge item and to be reasonable.</u>
8.	£ 400	G Hyde Invoice 3106 – Management function	Maintenance checks are maintenance, not management	Part Maintenance and part management – <u>determined to be reasonable</u>
9.	£ 300	G Hyde Invoice 3105 – works within demised unit / management function	Denied - Cabling in the common areas. Maintenance checks are maintenance, not management	Related to demise therefore to be charged to individual Leaseholder. <u>Determined not to be a Service Charge item therefore determined not to be reasonable.</u>
10.	£ 400	G Hyde Invoice 3093 – Management function	Maintenance checks are maintenance, not management	Part Maintenance and part management – <u>determined to be reasonable.</u>
11.	£ 900	G Hyde Invoice 3094 – Management function	Maintenance checks are maintenance, not management	Part Maintenance and part management – <u>determined to be reasonable.</u>
12.	£ 3,100	G Hyde Invoice 3095 – Works within demised units, leaseholder direct maintenance cost/checks are a management function – no works within Comer Group associated owned apartments that I am currently aware of from the letting agents	Denied – maintenance inspections with fire safety officer and subsequent remedial works	Part Maintenance and part management. Managing Agent would have to delegate/contract this work due to its technical nature. Therefore, <u>determined to be Service Charge item and to be reasonable.</u>
13.	£ 300	G Hyde Invoice 3096 – Works within demised units / leaseholder maintenance cost	Denied – blown fuse and cabling in the common areas	Related to demise therefore to be charged to individual Leaseholder. <u>Determined not to be a Service Charge item therefore</u>

				<u>determined not to be reasonable.</u>
14.	£ 807.50	G Hyde Invoice 3097 – Works within demised unit / insurance claim?	Denied – maintenance issue caused by leaking pipes/soil stack	Remedying leak from common pipes. <u>Determined to be Service Charge item and to be reasonable.</u>
15.	£ 700	G Hyde Invoice 3082 – Insurance claim? Confirmed repay – where is the credit to the SC account to balance this payment in?	Denied – works carried out to repair storage room wall and have since been repaid by leaseholder.	<u>Determined reasonable to carry out repair. Driver of vehicle has reimbursed Applicant.</u>
16.	£ 204	G Hyde Invoice 3084 – Internet connection to what and where? Why is this an SC charge and on what basis within the lease?	Denied – Cabling was laid to enable an internet connection for the CCTV system to be installed to monitor the CCTV remotely and download footage	<u>Agreed to be reasonable – not in issue.</u>
17.	£ 100	G Hyde Invoice 3079 – attendances for management function	Meeting with water board. Maintenance meetings are maintenance, not management	Part Maintenance and part management. Managing Agent would have to delegate/contract this work due to its technical nature. Therefore, <u>determined to be reasonable.</u>
18.	£900	G Hyde Invoice 3078 – attendances for management function	Maintenance checks are maintenance, not management	Part Maintenance and part management – <u>determined to be reasonable.</u>
19.	£700	G Hyde Invoice 3032 – attendances for management function	Maintenance checks are maintenance, not management	Part Maintenance and part management – <u>determined to be reasonable.</u>
20.	£ 80	G Hyde Invoice 3036 – Proper maintenance function to common area, but electrical repair, details and certification – need more transparency	Denied – maintenance issue caused by electrical fault in common part	Maintenance of Common Parts. <u>Determined to be reasonable.</u>

21.	£ 100	G Hyde Invoice 3041 – charge back to leaseholder?	Denied – maintenance issue caused by leaking pipes	Although the charge relates to a demise the charge is for action to protect the common parts therefore <u>Service Charge item and determined to be reasonable.</u>
22.	£ 772.50	G Hyde Invoice 3042 – as 3041, insurance claim	Denied – maintenance issue caused by leaking pipes	Related to demise therefore to be charged to individual Leaseholder. <u>Determined not to be a Service Charge item therefore determined not to be reasonable.</u>
23.	£ 600	G Hyde Invoice 3012 – attendances for management function	Denied – maintenance inspections with fire safety officer and subsequent remedial works	Part Maintenance and part management – <u>determined to be reasonable.</u>
24.	£ 175	G Hyde Invoice 3011 – attendances for management function	Maintenance checks are maintenance, not management	Accompanying the Fire and Safety Officers on their inspection was a Management function the additional charge was <u>determined not to be reasonable.</u>
25.	£ 375	G Hyde Invoice 3020 – works within demised unit, leaseholder charge back	Denied – maintenance relating to re-decoration of exterior of building	Found to be part of re-decoration and <u>determined to be reasonable.</u>
26.	£ 1,700	G Hyde Invoice 3010 – attendances for management function	Maintenance checks are maintenance, not management	Part Maintenance and part management – <u>determined to be reasonable.</u>
27.	£ 70	G Hyde Invoice 3019 – works within demised unit, leaseholder charge back	Agreed this should not form part of service charge – works were carried out due to leak in unit 509 and subsequently discovered to have been caused by unit 609 and therefore payable by unit 609.	Related to demise therefore to be charged to individual Leaseholder. <u>Determined not to be a Service Charge item therefore determined not to be reasonable.</u> <u>Agreed – not in issue</u>
28.	£ 150	G Hyde Invoice 3018 – works within demised unit, leaseholder charge back	Denied – maintenance issue due to blown fuse in the common area	Related to demise therefore to be charged to individual Leaseholder. <u>Determined not to be a Service Charge item therefore determined not to be reasonable.</u>

29.	£ 210	G Hyde Invoice 3013 – Proper maintenance function to common area, but electrical repair, details and certification – need more transparency	Denied – maintenance issue due to blown fuse in the common area	Emergency lighting repair in Common Parts – <u>determined to be reasonable.</u>
30.	£ 90	G Hyde Invoice 3008 – works within demised unit, leaseholder charge back	Denied – maintenance issue caused by leaking and blocked pipes	Replacement of durgo valve on common soil pipe. <u>Determined to be Service Charge item and to be reasonable.</u>
31.	£ 800	G Hyde Invoice 3000 – Proper maintenance function to common area, but electrical repair, details and certification – need more transparency	Denied – maintenance issue due to blown fuse in the common area	Emergency lighting installation – <u>determined to be Service Charge item and to be reasonable.</u>
32.	£ 2,400	G Hyde Invoice 2091 – works within demised unit (?) where, leaseholder charge back (?) details	Denied – maintenance relating to re-decoration of exterior of building including fitting bird spikes to the exterior of the building	Replacement of bird spiking following re-decoration. <u>Determined to be Service Charge item and to be reasonable.</u>
33.	£ 181	G Hyde Invoice 2077 – works within demised unit (?) where, leaseholder charge back (?) invoice from supplier? VAT	Denied – maintenance relating to re-decoration of exterior of building including fitting bird spikes to the exterior of the building	Mastic for work on balconies following re-decoration. <u>Determined to be Service Charge item and to be reasonable.</u>
34.	£ 1,200	G Hyde Invoice 2076 – works within demised unit, leaseholder charge back – which apartments and on what basis within the lease?	Denied – maintenance relating to re-decoration of exterior of building including removal of glass partitions to allow painters work on the balconies without accessing each unit	Re-instatement of glass panels following re-decoration. <u>Determined to be Service Charge item and to be reasonable.</u>
35.	£ 900	G Hyde Invoice 2073 – attendances for management function	Maintenance checks are maintenance, not management	Part Maintenance and part management – <u>determined to be reasonable.</u>

36.	£ 4,800	G Hyde Invoice 2076 – works within demised unit, leaseholder charge back – which apartments and on what basis within the lease? Purchase invoice? VAT?	Same as item 34 above.	No invoice provided for this amount – Invoice number same as Item 34. On balance of probabilities <u>determined to be Service Charge item and to be reasonable.</u>
37.	£ 250	RTM Meeting room hire 1990224	Relates to AGM. Managing agent disbursement – item 18 of Part 2 of Schedule 7.	Managing Agent’s disbursement as meeting with all tenants therefore <u>determined to be reasonable</u>
38.	£ 240	G Leaver 186409- RTM management advice - not recoverable under the lease – this is an RTM company cost	Relates to AGM. Managing agent disbursement – item 18 of Part 2 of Schedule 7.	Balance of probabilities <u>determined to be Service Charge item and to be reasonable.</u>
39.	£ 6,025	1 – 31 Invoices These charges are direct from the attached list of queries sent to the RTM, we do not know who the payments are claimed to be made to (they are anonymous). This cannot be a right and just use of S42 Trust funds; it is ostensibly a license to claim to have made any payment without any justification or accountability – yet their accountants have let it go. I know that our auditors (Evans Mockler) would have allowed no such thing. I have included them as one item but can of course break them down if it would assist the tribunal.	The charges are for Night Time Security patrols carried out by the resident of Apartment 915 who is Mr Samson Ogoibe and is an independent security contractor. The attendances are for the 21 st August 2017 to 27 th March 2018.	<u>Determined to be reasonable.</u>