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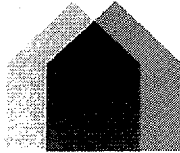


RESIDENTIAL PROPERTY TRIBUNAL SERVICE

DECISION BY THE LEASEHOLD VALUATION TRIBUNAL for the LONDON RENT ASSESSMENT PANEL

LANDLORD AND TENANT ACT 1985, as amended, Sections 27A and 20C

Ref :LON/00AG/LSC/2006/0375

Property:	**7 Bulbarrow, Abbey Road Estate, London NW8 0AY**
Hearing date;	**19-20 March 2007**
Applicant:	**Mrs Sonia Jallane and 25 other leaseholders**
Represented by:	**In person**
Respondent:	**London Borough of Camden (Home Ownership Services)**
Represented by:	**Mrs E Howells**

Members of the Tribunal:

Mr C Leonard (Chairman)

Mr L Jacobs FRICS

Mrs S Friend MBE JP

I INTRODUCTION

1. This is an application under section 27A of the Landlord & Tenant Act 1985. It was made on 18 October 2006 in order to challenge service charges rendered by Camden Borough Council ("The Respondent") for the year ending 31 March 2006, and service charges for major works under a "community safety and environmental works programme" which shall shortly be completed.

2. The charges relate to the Abbey Road Estate, London NW8. The Abbey Road Estate houses thirteen blocks of residential properties, namely Bramshurst, Bulbarrow, Exonbury, Havenpool, Gaymead, Lumsdon, Marlbury, Sandbourne, Wingreen, Newton House and Mary Green Tower.

3. The lead application is by Mrs Sonja Jallane ("the Applicant"). Mrs Jallane is the tenant of 7 Bulbarrow and she is the lead Applicant of a total of 26 leaseholders in the Abbey Road Estate, who are concerned with the same issues.

4. The Tribunal inspected the Abbey Road Estate on 19 March 2007 and heard evidence on 19 and 20 March. Where pertinent its observations are referred to below.

5. In considering the evidence following the hearing the Tribunal identified an issue not previously raised by either party. This was the extent to which the works in issue should be described as improvements and consequently the extent to which the cost of carrying them out is recoverable under the terms of the relevant leases. Directions were given on 30 April for further written submissions from both parties. Those submissions were received in May 2007.

II STATUTORY REGULATION OF SERVICE CHARGES

6. Section 18 (1)of the Landlord and Tenant Act 1985 defines a service charge as "…an amount payable by a tenant of a dwelling as part of or in addition to the rent—

   (a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and
   (b) the whole or part of which varies or may vary according to the relevant costs…"

7. Section 18 (2) provides that "The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord…in connection with the matters for which the service charge is payable".

8. Section 19 provides that

   (a) "(1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period—

   only to the extent that they are reasonably incurred, and
   where they are incurred on the provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;
   and the amount payable shall be limited accordingly.

   (2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable…"

9. Section 27A (1) of the Act provides that

   (a) "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—
   (b) the person by whom it is payable,
   (c) the person to whom it is payable,
   (d) the amount which is payable,
   (e) the date at or by which it is payable, and
   (f) the manner in which it is payable... "

10. In exercising this jurisdiction it is necessary for the Tribunal to consider the terms of the relevant leases and their proper interpretation. Service charges can only be recovered by a landlord insofar as the terms of the relevant lease permit.

III THE LEASES

11. On 19 March 2007, the Tribunal directed that the Respondent should file a bundle including a specimen lease and a schedule of any pertinent variations in other leases.

12. In response, the Respondent filed four sample leases marked "Lease Type 1", "Lease Type 2", "Lease Type 3" and "Lease Type 4" to represent all relevant lease terms.

13. In response to the further directions made on 30 April the Respondent filed three more copy leases and made submissions apparently on the basis that there are three, rather than four, representative types of lease. Although on the available evidence this appears to be correct (the sample leases are analysed below) the Tribunal was not assisted by this inconsistency. Nor was the Tribunal assisted by the fact that the lease marked as "Lease Type 1" for the hearing on 19 and 20 March is

different in its service charge provisions from the lease marked and referred to as "Lease Type 1" in the Respondent's further submissions. This made it necessary to compare all the leases filed with the Respondent's further submissions with those filed for the March 2007 hearing.

14. In doing so the Tribunal established that Lease type 1 as filed with the Respondent's further submissions is in its terms similar to Lease Type 4 as submitted for the hearing. (Lease Types 2 and 3 do not vary in any material way from Lease Types 2 and 3 submitted for the March hearing).

15. Given that the Respondent has employed the same description to identify quite different leases at different times, the Tribunal cannot rely upon a schedule supplied by the Respondent with its further submissions purporting to show which of the three types of lease referred to in those submissions is held by which leaseholder. Nor can the Tribunal be fully confident that the leases supplied by the Respondent are, as the Respondent says, representative of all the leases on the Abbey Road Estate.

16. For the purposes of this decision the Tribunal shall refer to Leases 1, 2, 3 and 4 as filed for the March hearing.

Lease Type 1

17. This is the lease of the Applicant's property, 7 Bulbarrow. Page 8 is missing from the Tribunal's copy. The term is 125 years. The date of signing and the commencement date do not appear in the copy supplied but the lease would appear to have been executed in August 2002. The following provisions of the lease are relevant.

18. In clause 1, under "Particulars and Definitions", "Block" is defined as "the building or part of the building in which the Flat is situated together

with any other building or buildings on the Estate which are physically linked for the purpose of the provision of services".

19. "Flat" is defined as "The Flat described In the Premises and as further described in the First Schedule and Flats has a corresponding meaning". (The term "the Premises" refers to 7 Bulbarrow).

20. "Common Parts" are defined to include "The entrance porch corridors hallways buildings lifts and staircases (if any) and any other parts within the Block and vehicular and pedestrian ways forecourts or drives refuse bin stores gardens (if any) and any other areas inside or outside the block but within the Estate which are not intended to remain private and which are to be enjoyed or used by the tenant and occupiers of the Premises in common with the occupiers of other flats in the Block or on the Estate..."

21. "Estate" is defined as "the property known as Abbey Estate 1 Estate and shown edged with heavy black line on Plan 2 together with all buildings thereon and thereover and including the common parts..." (Plan 2 shows the Abbey Road Estate).

22. "Service Charge" is defined to include "all those reasonable costs overheads and expenses and outgoings incurred or to be incurred by the Landlord in connection with

    (a) the management and maintenance of the Estate

    (b) the carrying out of the Landlord's obligations and duties and providing all such services as are required or appropriate to be provided by the Landlord under the terms of the Lease and

    (c) the repair and maintenance, renewal, decoration insurance and management of the Block

including all such matters set out in the Fifth Schedule".

23. "Service Cost" is defined as "the amount payable by the Tenant being a specified proportion of the Service Charge".

24. The Fifth Schedule to the lease incorporates a very full description of general maintenance, repair, redecoration, renewal replacement and amendment of the fabric of the "Block", its heating and domestic hot water systems, and amenities. In relation to the Estate it covers the cost of fuel, the cost of insurance, the cost of employing, maintaining and providing accommodation on the Estate for a caretaker or caretakers, the cost of lighting, maintaining, and providing floor covering for staircases and common parts and at paragraph 10 "...the cost of installing maintaining repairing and renewing any television and radio receiving aerials answer entry-phones fire alarms systems telephone relay systems buzzer systems CCTV and other improvements reasonably considered appropriate or necessary and used or capable of being used by the Tenant in common as aforesaid...".

25. Provision is made for the proper management and administrative charges of the Respondent, the tenant's proportion to be calculated "...by dividing the total of such costs by the total number of properties...in respect of which extant leases have been granted by the Landlord or its predecessors in title under the 'right to buy legislation'..."

26. The Fourth Schedule to the lease explains how the Service Cost payable by the tenant is to be calculated. For works to "the Block" only it shall be done "...by...dividing the aggregate of the expenses and outgoings incurred in respect of the Items of Expenditure by the Landlord...by the aggregate of the rateable value...of all the premises within the Block and then multiplying the resultant amount by the rateable value...of the Premises..." (The Fourth Schedule makes

provision for rateable value to be replaced by floor areas should the rateable values system cease to be used).

27. For "...those items for which the Landlord's expenses extend to the Estate or other Estates" it shall be "a fair and reasonable proportion of the costs thereof attributable to the Premises such proportion to be determined by the Landlord's Finance Officer whose decision shall be final and binding or...such other method as the Landlord shall specify acting fairly and reasonably in the circumstances..."

28. Provision is also made for the Service Cost to include a fair and reasonable interim payment against anticipated expenditure.

29. The Respondent's obligations in relation to renewal and repair are set out at paragraphs 4.1 to 4.4 of the lease. There are extensive obligations to maintain, insure and repair "the Block", the "Estate", the "Common Parts" and their facilities.

30. There is no specific provision imposing an obligation on the Respondent to effect improvements to the block or the estate. However the possibility of the Respondent's effecting improvements is provided for. As noted above the Fifth Schedule provides for "...improvements reasonably considered appropriate or necessary and used or capable of being used by the Tenant in common..." Paragraph 3.3 of the lease also provides that the tenant's liability to contribute towards "Category 1 Services" "Category 2 Repairs" and "Category 3 Improvements" (the last defined to include "all works carried out to the Estate in the nature of an improvement") shall be limited by reference to a notice given to the tenant under section 125 of the Housing Act 1985.

Lease Type 2

31. This is the lease of 4 Bramshurst. It is dated 13 September 1999 and runs for 125 years from the commencement date, 13 September 1999.

32. Page 20 is missing from the Tribunal's copy (unlike lease type 1, page 8 is not). Nonetheless the relevant provisions in this lease for the purposes of this application appear to be the same as those of Lease Type 1. The Tribunal notes that lease types 1 and 2 appear to have been prepared by the same solicitors.

Lease Type 3

33. This is the lease of 7 Havenpool for a term of 125 years commencing on the 28 April 1986. It pre-dates the other three leases by between 10 and 16 years. Paragraph 1 of the lease defines "the flat" as number 7 on the ground and first floors of "the building" which is defined in turn as "Havenpool, Abbey Road, NW8".

34. Clause 2(2) of the lease provides for the tenant "to pay to the *(Respondent)* without any deduction...a proportion at part of the reasonable expenses and outgoings...incurred by the *(Respondent)* in the repair and maintenance renewal decoration and insurance and management of the said building and the provision of services therein and the other heads of expenditure as the same are set out in the Third Schedule hereto such further and additional rent (herein after called the "Service Charge")..." Clause 2 (2) (g) provides for fair and reasonable interim payments in advance.

35. The Third Schedule contains similar provisions for repair, amendment, decoration, replacement, insurance and maintenance (including the cost of accommodation for caretakers) to those in the Fifth Schedules to Lease Types 1 and 2. The expression "the said building" is used instead of "the block" but the most important difference between this

Schedule and the Fifth Schedule to Lease Types 1 and 2 is the absence of any general provision for improvements reasonably considered appropriate or necessary, and of references to the maintenance of the Estate as opposed to "the said building". Paragraph 13 of the Third Schedule allows the Respondent to add 10% to the service charge for its "management charges for the building and for general management of the estate in which the building is situated..." and there are limited provisions for the cost of maintaining facilities and party structures used in common with nearby premises. Otherwise the lease refers only to "the flat" in the context of its relationship to "the building".

36. Paragraph 10 of the Third Schedule does cover "the cost of installing maintaining repairing and renewing any television and radio receiving aerials, answer entry-phone fire alarm systems telephone relay systems and used or being capable of used by the Tenant in common as aforesaid". (The words "as aforesaid", as in lease types 1 and 2, refer to use in common with other tenants). Otherwise the lease makes no specific reference to payment for improvements at all, except in relation to improvements carried out by the Respondent between the date of valuation and the date of the lease (paragraph 2 (2) (j)). The Respondent's obligations do not extend to effecting improvements.

37. Clause 2(2)(e) of the lease provides that "the annual amount of the Service Charge payable by the Tenant...shall be calculated either by (i) dividing the aggregate of the said expenses and outgoings incurred by *(the Respondent)*...by the aggregate of the rateable values...of all the flats the repair, maintenance, renewal insurance or servicing whereof is charged in such calculation as aforesaid and then multiplying the resultant amount by the rateable value (enforced at the same date) of the flat or

(ii) in the case of the items referred to in clauses 5, 10 and 11 of the Third Schedule hereto the provision of lighting to all communal areas

the cost of repair and maintenance of any lift or lift shaft and the provision of any refuse containers or sacks by dividing the total cost to each of the services referred to in the sub-clause by the total number of flats for which such service is provided..."

38. Clauses 5, 10 and 11 of the Third Schedule provide for the cost of employing, maintaining and providing accommodation for caretakers, the cost of the items in paragraph 10 referred to above, and the upkeep of gardens, forecourts, etc used in connection with the building or adjacent to it.

Lease Type 4

39. This is the lease of 10 Wingreen. It is dated 18 March 1996 and commences on that date. Page 1, with some Particulars and Definitions and (probably) the term, is missing from the Tribunal's copy.

40. The Service Charge Provisions of this lease are similar to those in lease types 1 and 2, but there are some significant differences.

41. "Building" is defined as "The building consisting solely of physically linked flats within the Estate and including the Flat described in the premises and the common parts within the Building".

42. "Flat" is defined as "The Flat described In the Premises and as further described in the First Schedule and flats has a corresponding meaning". (The term "the Premises" refers to 10 Wingreen).

43. "Estate" is defined as "The property in respect of which the *(Respondent)* is or was the registered proprietor under the title number(s) to the Building (or conveyed by deed in respect of unregistered land) set out above and the Managed Buildings thereon and thereover and including the Common Parts".

44. "Managed Buildings" are defined as "the Building and all other buildings and structures (if any) erected or to be erected within the Estate".

45. "Common Parts" are defined as "The entrance porch corridors hallways buildings lifts and staircases (if any) and any other parts within the Managed Buildings and vehicular and pedestrian ways forecourts or drives refuse bin stores gardens (if any) and any other areas inside or outside the Managed Buildings but within the Estate which are not intended to remain private and which are to be enjoyed or used by the Tenant and the occupiers of the Premises in common with the occupiers of the other flats in the Managed Buildings..."

46. "Service Charge" is defined as "All those costs and expenses incurred or to be incurred by the *(Respondent)* in connection with the management and maintenance of the Estate and the carrying out of the Landlords obligations and duties and providing all such services as are required to be provided by the Landlord under the terms of the Lease including where relevant the following:

-Category A Services

-Category B Repairs

-Category C improvements

and without prejudice to the generality thereof all such matters set out in the Fifth Schedule".

47. "Category C improvements" are defined to include "all works carried out to the Estate in the nature of an improvement..." As with lease types 1 and 2 the references to Categories A, B and C cross-refer to the tenant's obligation to contribute to such improvements during the period of a section 125 notice.

48. "Items of expenditure" are referred to as "all those items referred to in the Fifth Schedule the costs whereof form the basis of the Service Charge".

49. The Fifth Schedule contains provisions very similar to the Fifth Schedule to Lease Types 1 and 2, including the references to repair, redecoration, renewal and amendment, though maintenance costs are described by reference to "the Managed Buildings" or "the Estate" rather than to the "Block" or any individual building. Again, there is no reference to improvements as such (and the Respondent's obligations, at paragraph 4.2 of the lease, do not extend to effecting improvements). Paragraph 10 does provide for "the cost of installing maintaining repairing and renewing any television and radio receiving aerials answer entry-phones fire alarms systems telephone relay systems and used or capable of being used by the Tenant in common as aforesaid…" The words "as aforesaid" refer again to use in common with other tenants.

50. Paragraph 3.2.1 of the lease provides for the tenant to pay to the Respondent "…such annual sum as may be notified to the tenant… as representing the Specified Proportion of the Service Charge calculated in accordance with the Fourth Schedule…" Paragraph 3.3 provides for a fair and reasonable advance interim payment.

51. The Fourth Schedule to the lease provides at paragraph 4 that "The annual amount of the Service Charge payable by the Tenant as aforesaid shall be the Specified Proportion "calculated either by ...dividing the aggregate of the expenses and outgoings incurred in respect of the Items of Expenditure by the Landlord...by the aggregate of the rateable values...of all the premises within the Managed Buildings and then multiplying the resultant amount by the rateable value...of the Premises…" or "...in the case of those items for which the Landlord's expenses extend to the Estate or other Estates then a fair and reasonable proportion of the costs thereof attributable to the

Premises such proportion to be determined by the Landlord's Finance Officer whose decision shall be final and binding...or...such other method as the Landlord shall specify acting fairly and reasonably in the circumstances..."

52. The Fourth Schedule makes provision for rateable value to be replaced by floor areas should the rateable values system cease to be used.

IV THE APPLICATION

53. The service charges challenged fall under two headings; general charges and major works.

General Charges

54. For the year ending 31 March 2006, four categories of service charge for the Applicant's property have been challenged (at the time of application on estimated figures, and on the day of hearing on updated actual charges for that year). The four categories are:-

Heating and hot water at £604.56.

Caretaking services at £138.65.

Refuse containers at £60.04.

Repairs and maintenance at £68.08.

Taking these in order:-

Heating & Hot Water

55. When hearing evidence it became apparent to the Tribunal that the heading for this service charge category is rather misleading. The charge is for the provision of gas, supplied by the landlord to the residential properties on the Abbey Road Estate. Each tenant on the Estate utilises his or her own fittings for the use of the gas for heating, hot water and cooking. The gas supply is a communal supply built into the infrastructure of the Abbey Road Estate, dating from the time when properties were let to tenants prior to their sale on long-term leases. The Respondent produced evidence to support its case to the effect that the gas supply is negotiated on a bulk basis for the whole of its residential property portfolio at the best available price, with the result that the cost of the gas itself is likely to be significantly lower than it would be if supplied to individual households. The actual charge for each property (contrary to what is said in the Respondent's written submissions) is worked out by reference to the number of bedrooms in each property, a system which the Tribunal considered to be equitable.

56. The complaints about this system are, first, that a charge is levied whether or not the property in question is able to use the gas supplied - for example, when fittings such as boilers have broken down or gas has been cut off as a result of a leak. The other is that tenants could save money if the gas supply to each flat was individually metered and charged accordingly.

57. Mr David Petts, the husband of one of the lessees of the Abbey Road Estate, for the Applicants stated that he had installed an individual gas meter at his property at little cost. He submitted that if his wife was charged for the actual gas consumed in her property she could save money. He was however unable to produce any evidence to substantiate that submission.

58. The Tribunal believes that it would be impractical for the Landlord to adjust its charges to accommodate an individual tenant who for one reason or another is unable to use the gas supply or uses less than the norm for a given period. Gas is communally supplied and it is reasonable for it to be communally charged. It would be outside the jurisdiction of the Tribunal to require the Respondent to fit individual gas meters to every flat and to change its charging structure accordingly, even if there were any evidence to show that doing so would save tenants sufficient money to offset the cost of fitting meters to each property on the Estate. Having considered the evidence the Tribunal determines that the charges for Heating and Hot Water are reasonable and payable.

Caretaking Services

59. Mrs Day for the Respondent explained to the Tribunal that the Respondent had undertaken a workload review in October 2006 as a result of which the caretaking arrangements for the Abbey Road Estate were changed. Prior to that review there had been one on-site resident caretaker, and when required one estate cleaner who could be sent wherever needed. Now there are two full-time caretakers, one of whom is resident. No charge is made to the Service Charge Account for the accommodation supplied to the resident caretaker, notwithstanding the fact that each sample lease provides for it.

60. The complaint about the caretaking charge is that the Abbey Road Estate has not been maintained to a reasonable standard. Windows, the Applicant says, have not been cleaned sufficiently often, rubbish was not cleared quickly enough and graffiti not removed quickly enough. All these assertions were contested by The Respondent.

61. On the day of inspection the Tribunal witnessed a great deal of caretaking activity, as undertaken by the now-expanded caretaking team. Perhaps this was not typical of every day but it seems fairly

obvious that if caretaking standards had been entirely adequate before October 2006 there would not have been any need to double the number of on-site caretakers. On that basis alone the Applicants' complaint of poor caretaking services in the past may be accepted. However, the year's charge in this particular instance is £138.65, less than 40p per day. The Tribunal determines that level of charging cannot be said to be excessive even for a fairly low standard and is reasonable and payable.

Refuse Containers

62. The Respondent explained the basis of this charge, which is for paladins let from the relevant Department of the Camden Borough Council at a standard rate. Once this was clarified the Applicant's objection to the charge for this service charge category item was withdrawn.

Repairs and Maintenance

63. The Applicant complained both of the quality of repairs undertaken on the Abbey Road Estate and of their cost. In relation to quality, her example was of an inadequately repaired and leaking roof at 7 Bulbarrow (as well as unused scaffolding left to stand until she demanded its removal) but having declined to have the Tribunal inspect the interior of 7 Bulbarrow, she was unable to produce firm evidence to substantiate her complaint. As to cost, the Applicant relied on anecdotal evidence, unsupported by documentation, in submitting that routine repairs and maintenance could be undertaken at significantly less cost than that incurred by the Respondent and added to the service charge. The Respondent produced evidence that satisfied the Tribunal that the current contract for repair and maintenance works had been finalised following an appropriate procurement process and that the prices fixed are reasonable and payable.

Summary; General Service Charges

64. In summary, the Tribunal concluded that none of the above charges are unreasonable for the services provided. The Tribunal does not doubt the Applicant's evidence to the effect that some services, in particular caretaking and cleaning, have not been performed as quickly, thoroughly or efficiently as they should have been and it is to be hoped that following this application matters will continue to improve. However the evidence produced by the Applicant did not persuade the Tribunal that any of the charges should be reduced or disallowed. In each instance the Respondent produced evidence that satisfied the Tribunal that the costs in question had been incurred and apportioned on a reasonable basis. This appears to have been done either on an estate-wide basis or by reference to the costs of maintaining more than one estate, rather than by reference to the strict terms of each lease but the difference in the cost to residents, if any, would be minimal and the overall approach is reasonable.

The Major Works

65. The figure named against this charge in the Applicant's application is £1369.04, representing an estimate of her share of the cost of the "community safety and environmental works programme" discussed below. As noted above the works in question have not yet been quite completed. The estimated charges have been revised, and are subject to continuing revision. However on 27 October 2004 the Applicant was sent a notice indicating that in effect the charge to her was to be nil. The reason would appear to be that the Respondent realised that the proposed charge to her falls outside the scope of the notice given to the Applicant under section 125 of the Housing Act 1985 when she took her lease (the relevant reference period expiring on 31 March 2008). Nonetheless the Applicant, being the lead applicant of 26 applicants, proceeded with her application in regard to this heading.

66. At the Tribunal's request the Respondent produced copies of the most recent estimates delivered to the 26 applicants in respect of the major works, and of such section 125 notices as were served on applicants. Full or partial credits appear to have been given in each case where the reference period under a section 125 notice applies. It is not possible, on the evidence, for the Tribunal to review the amount of the partial credits given but once the final cost has been identified the parties concerned may in the absence of agreement wish to make a further application to the Tribunal for a determination.

The History

67. In January 2001, Architects Shillam & Smith were appointed by the London Borough of Camden to carry out a detailed study of community safety needs across the borough. Steps were taken to consult residents in Camden, including the residents of the Abbey Road Estate, and following that consultation draft proposals were drawn up.

68. Written notice of those proposals was sent to the Applicant and other residents of the Abbey Road Estate on about 15 March 2004. The letter sent out contained a statutory notice under section 151 schedule 4 part (II) of the Commonhold and Leasehold Reform Act 2002, of the Respondent's intention to carry out works. The notice referred to various items of work four of which are the subject of this application, as follows.

69. The installation of a new door entry phone system to communal entrances, with entry phone handsets to individual properties and the installation of lighting to communal stairwells. The reasons given were "to control and authorise access and improve residents' security".

70. The installation of gates at each of the three vehicular entrances to the Abbey Road Estate. The first, at the entrance from Abbey Road, was to be a steel painted vehicular gate with a push-button entry system

from outside and a self-opening entry system from inside. The other two gates, at Langtry road and Bolton Road, were to be standard steel painted emergency access gates with Gerda locks. (Residents with parking spaces were to be issued with keys). Each of the gates was to be accompanied by "painted steel pedestrian gates with self closers". The declared purpose was "to prevent unauthorised access to vehicles using the estate roads for shortcuts....to define the estate boundary and prevent unauthorised access by the public".

71. The installation of "new high painted steel railings, including new steel high painted railings to existing railings". The purpose was to "define the estate boundary and prevent unauthorised access by the public".

72. The notice contained the necessary statutory provision for consultation within a period of 30 days, and the statutory invitation to nominate a contractor from whom the landlord should try to obtain an estimate for the carrying out of the proposed works. The accompanying letter invited residents to view the work proposals at a drop-in meeting on 25 March 2004 between 6.30 p.m. and 8 p.m., at which meeting there would be the opportunity to speak to Camden Officers regarding the intended works. Written comments were invited from residents following the meeting.

73. A further letter was sent to residents, including the Applicant, on about 23 September 2004. That letter enclosed a statutory notice under section 151 schedule 4 of the Commonhold and Leasehold Reform Act 2002 and section 20 of the Landlord and Tenant Act 1985 (as amended). It gave details of tenders received for a bulk contract covering work on a number of the Respondent's estates including the proposed works on the Abbey Road Estate, and notification of the tender chosen. Notification was given of residents' right to inspect the full proposals and estimates within an observation period ending on 25 October 2004. The letter included a notice of the estimated cost of the works to the individual leaseholder, in the Applicant's case at 0.41% of

estate costs and 6.13% of block costs, giving an estimated charge of £3,768.79. Estimates were revised from time to time thereafter.

74. On about 27 October 2004, a further notice was sent at the end of the leaseholder observation period confirming the appointment of the proposed contractor, Mansell, and the Landlord's intention to arrange a meeting at which residents could meet the contractor. A similar letter was sent on 16 November 2004.

75. The works were undertaken with practical completion in May 2006. Snagging prior to the end of the defects liability period was at the time of hearing still to be carried out.

76. The Tribunal heard evidence in relation to the four disputed items of major works in this order:-

Perimeter Steel Railings

77. The complaint about the perimeter railings focuses upon the fact that they do not physically prevent access to the Abbey Road Estate. They are 1100-1200 mm in height. Together with existing railings and fencing they do not encompass the entire estate. They have primarily replaced a low chain link fence previously marking the estate's boundary north of the vehicular access on to Abbey Road. There are also complaints about the standard of finish, the railings being allegedly rather shabby and with sharp edges, and about their appearance.

78. On matters relating to major works the Tribunal was assisted by the evidence of Mr Smith of Shillam & Smith. Mr Smith planned the major works and as Contract Administrator is overseeing their completion.

79. Mr Smith explained that the intention behind the design of the railings was never to prevent physical access to the estate, although on some

steep banks it does have that effect. The intention was to mark the estate's boundaries and deter non-residents from wandering on to the estate. Railings can, said Mr Smith, extend to a height 1800 mm but such railings all around the estate would create an undesirable "fortress" effect.

80. The new railings are slightly higher than existing railings to its south because the vertical rails extend through the top horizontal rail to discourage people from climbing over them. The existing railings to the south of the vehicular access had (as Mr Smith put it) "plenty of life left", and had not been replaced. He indicated in evidence that it is not inaccurate to refer to railings of this height as "high painted steel railings." However he agreed that the word "high" would normally bring to mind a height of more than 1100 mm.

81. The evidence indicated that the first notice to leaseholders given in March 2004 was misleading in relation to the proposed boundary railings. It is not surprising that the use of the words "high painted steel railings" and "prevent unauthorised access by the public" created an expectation among leaseholders that a higher boundary was intended which would prevent access and enclose the entire Estate. Nonetheless, it became clear on hearing the evidence that tender documents and drawings specifying the precise height and scope of the proposed railings were available to leaseholders on request. The tender documents and plans post-dated the March 2004 (but not subsequent) consultations, but attendance at and participation in the consultation meetings arranged by the Respondent should have cleared up any misunderstanding in any case.

82. Mr Petts told the hearing that he attended a meeting in August 2004, spoke to one Mrs Walter and, after some delay given his non-lessee status, obtained plans and specifications some days later. The relevant documents were he thought those that in fact do show a height of 1200 mm, and the extent of the proposed boundary. At least

one other leaseholder was advised in writing in October 2004 that the new railings would be "approximately 1.2 metres high which will refrain from making the estate have a prison feel to it".

83. Mr Smith's evidence was that the consultation meetings arranged by the landlord were poorly attended and the Tribunal was unable to obtain confirmation that any of the leaseholders present at the hearing had attended any of them. In the Tribunal's view, the March 2004 meeting was certainly held on rather short notice but this should not have prevented at least one leaseholder attending and reporting to others. In any event the Respondent has complied with the requirements of the Service Charges (Consultation Requirements) Regulations 2003, which set out the steps to be taken with some precision.

84. The Tribunal's inspection did not show the new railings to be defective in any significant respect, but any minor faults or defects should be addressed at the snagging stage.

85. The Tribunal's conclusion is that although it is unfortunate that a misleading initial impression was given, the Respondent gave leaseholders on the Estate the opportunity to understand exactly what was planned. It is far from evident that high, all-enclosing railings would be a better option than that recommended – on the basis of extensive consultation - by Mr Smith and implemented by the Respondent, but the leaseholders did have an opportunity to attend meetings and say so if that was their view. The Tribunal determines that a proper consultation and tendering process was undertaken by the Respondent and there is nothing unreasonable about the charge based on current estimates.

86. The Respondent's right to recover this cost under the terms of the various leases is considered below.

The Entrances to the Stairwell

87. Communal stairwell entrances on the Estate are now enclosed by barriers and security doors comprised of a composite of timber and metal, with entry phones to individual properties allowing access.

88. Mr Smith explained that the materials used had again been chosen after extensive consultation, the use of the timber cladding in particular softening the effect. Each entrance has a window, which by definition must be small so as to resist vandalism. The purpose of enclosing stairwell entrances was to improve security and in particular discourage the usual problems attendant upon the use of sheltered open spaces, such as individuals loitering in them or urinating in them. The entrance doors were on installation subjected to systematic vandalism, and over time were strengthened (at no additional cost to the residents) until they were sufficiently strong to defeat such efforts. At first, for aesthetic reasons, the wood surfaces were left untreated but at a relatively late stage, extensive graffiti appeared quite suddenly. It had to be cleaned off and the surfaces treated so as to defeat further attempts.

89. There are three main complaints about the staircase entrances. The first is that, due to their positioning and size, it is difficult to manoeuvre items such as furniture through them. The second is that they make staircases darker. The third is that they tend to trap water inside the stairwells. Overall there was a suggestion that the stairwell entrances have not effected an improvement.

90. The Tribunal is unable to agree with these complaints. On inspection it was evident that the entrance barriers and doors had been carefully designed to be attractive as possible. The determined vandalism to which they were initially subjected speaks for itself as persons with no proper interest in accessing the stairwells were attempting to force

themselves in and the doors are there to deter precisely that sort of nuisance.

91. There is more substance in the applicants' complaints that the barriers trap water and reduce light. Mr Smith advised the hearing that the problem of trapped water would be addressed at the snagging stage and that due to the necessarily small windows, the staircases are darker (particularly at their foot). Additional artificial lighting has been added to remedy that.

92. As to the difficulty in manoeuvring items such as furniture through the new entrances, at 900 mm the communal entrance doors are at least as wide as the entrances to the flats themselves and, the Tribunal concludes, cannot be criticised on that basis.

93. In the Tribunal's opinion, this installation does constitute a genuine improvement to the benefit of leaseholders using the stairwells. The works have been designed and performed to a good standard, have been procured through a proper tendering process, and the estimated cost is reasonable.

94. The Respondent's right to recover this cost under the terms of the various leases is considered below.

Stairwell Lighting

95. Complaint was made of the additional cost of lighting to the stairwells following the construction of the security door system. Mr Smith explained that bulkhead lights had had to be fitted at ground level and it was eventually found necessary to leave them on all the time to compensate for the reduction in natural light. The Applicants complained that the effect is still dismal and gloomy. Nonetheless this was a necessary adjustment consequential on the staircase enclosure

and the amount sought in respect of the work is reasonable. If the lighting is to be improved it can only be by fitting more lighting at additional cost.

96. The Respondent's right to recover this item under the terms of the various leases is considered below.

Vehicular Barriers

97. On inspection it was observed that to date, the traffic barriers at Abbey Road, Bolton Road and Langtry Road have not fulfilled their stated purpose. The Langtry Road barrier is working but the Bolton Road barrier has been repeatedly vandalised and has now been left open (the Applicant says) for some 7-8 months. For the Respondent, Mrs Howells explained in the March hearing that a decision had been taken not to fix the Bolton Road gate but that that decision had been reversed, so that a repair was in hand. The Applicant's further submissions, sent to the Tribunal towards the end of May, stated that repair was still awaited.

98. Mr Smith explained that the Abbey Road gate was designed to industrial standards by his practice. They were purpose-built for the Abbey Road entrance. It was designed so that as residents approached from the inside of the estate, a mat under the road surface would trigger the opening of the gate, whereas vehicles approaching from the outside could enter via a push button system. The gate was designed as robustly as was thought necessary, but it was he said twice struck by a rubbish cart and disabled. On a third occasion, an unknown person tied back the gate without disengaging its motor, so disabling it completely.

99. According to the Applicant the gate failed after only about two weeks and has worked only intermittently since then. At present it does not work at all.

100. The obvious result is that as long as two gates remain open it is as easy as it ever was for non-residents to use the estate as a shortcut, or to park or abandon vehicles there. The Tribunal considers it very unfortunate that leaseholders have been asked to fund works to prevent such a nuisance and that the Respondent has then for a period of at least several months made a decision - namely, not to repair the Bolton Road gate - which has entirely undermined their purpose.

101. Once the Bolton Road gate has been repaired, there will at least be a barrier to through traffic, although not to the unlawful parking or the dumping of vehicles. The Tribunal agrees with the expressed view of Mrs Howells that the way to deter and defeat vandalism is to repair the damage done as soon as possible (Mr Smith has demonstrated as much with his improvements to the stairwell security doors). The Bolton Road gate should be repaired as soon as possible. In calculating any service charge for doing so the Respondent may wish to bear in mind its delay in undertaking this essential work, which could leave a service charge open to challenge.

102. Unfortunately the Abbey Road gate has not fulfilled its purpose. Although designed and fitted with the best of intentions, it is clearly not suitable or effective and it cannot be said to have effected an improvement. Accordingly, the Tribunal determines that the total charge of some £49,215.80 (broken down in the table at the Appendix to this decision) for the installation of that particular gate should not be included in the service charge.

103. The Respondent's right to recover this cost under the terms of the various leases is considered below.

V THE APPORTIONMENT OF SERVICE CHARGES

"Flat" or "Block"

104. Following the statutory consultation process referred to above, including the required estimate of cost to each leaseholder, the Respondent has changed the apportionment of the service charges for the major works by treating those properties that are not above or below other properties as individual "blocks". The logic behind this is explained in a letter dated 22 January 2007 from the Respondent to the Tribunal. The argument is that most "Buildings" in Camden's "Right to Buy" leases are defined by reference to "physically linked flats" and that Section 183 of the Housing Act 1985 excludes from the definition of "flat" any property a material part of which does not lie above or below the remainder of the structure of which it is a part.

105. As a result the Respondent, for service charge purposes, has redefined all leasehold properties not classes as "flats" under the statutory definition as an entire "Block", and reapportioned the service charges attributable to the major works accordingly. The Respondent has nonetheless charged ground floor flats with their own entrances (not being "Blocks" by this redefinition) for the installation of the security door system at communal stairwells which the leaseholders of those ground floor flats have no occasion to use, or no more than any other member of the public. In this respect the Respondent relies on *Billson -v- Tristrem* [2000] L.&T.R. 220, discussed below.

106. The Applicant states that all the applicants are unanimously opposed to this redefinition. Both the Applicant and the Respondent have asked the Tribunal to review this issue in the light of the terms of each type of lease and to decide whether the Respondent's redefinition is correct and justifies the proposed reapportionment of service charges.

107. In calculating service charges it is essential to apply the definitions and the service charge terms contained in each lease. Leases are contracts. Contracts are self-contained. They create and determine the rights and obligations of the contracting parties. Those rights and obligations are not open to unilateral alteration by any one of those parties.

108. Where a lease clearly defines a term, it does so for the purposes (and only for the purposes) of its own interpretation. Given a clear, express definition in the lease it is unnecessary and erroneous to look elsewhere for the meaning of the relevant term. In any case, for service charge purposes whether a leasehold property is described as a "flat" or by the use of another term is unimportant. What matters are the service charge provisions of the lease, which set out the method by which the service charge to be paid by the tenant must be determined.

109. Once that is understood, the position becomes clear. Each of the four types of lease produced by the Respondent do in fact refer to each leasehold property (7 Bulbarrow, 4 Bramshurst, 7 Havenpool and 10 Wingreen) as a "flat." More to the point each lease also identifies the relationship, for service charge purposes, between the "flat" and the "building" (or "block") of which it is a part, and the "Estate" of which the "flat" and "building" (or "block") are both parts. Each lease prescribes a formula for the calculation of the service charge accordingly. Both parties to each lease are bound by that formula.

110. The statutory definition of a "flat" is irrelevant for these purposes. The words "flat" "building" and "block" are only relevant insofar as they are defined in the lease and used in the terms which govern the service charge. The Tribunal notes that although the provisions of each lease differ, all of them evidently intend that the words "building" or "block" should describes the physical structure of which each leasehold "flat" is a part (Bulbarrow, Bramshurst, Havenpool and Wingreen) and that the word "Estate" describes the Abbey Road Estate.

111. The Tribunal's conclusion is that the landlord's attempt to redefine the words "flat" and "block" by reference to Section 183 of the Housing Act 1985 is misconceived, in particular insofar as it conflicts with the service charge terms of the relevant leases.

112. Lease types 1, 2 and 4 do provide the Respondent with a wide discretion to apportion the cost of works to the Estate generally (insofar as they are recoverable under the terms of each lease). However the Respondent does not appear to have had regard to the relevant terms. In any event, such apportionment must be fair and reasonable.

113. To the extent that it might be reasonable to apportion such costs for lessees of lease types 1, 3 and 4 in the manner proposed by the Respondent in its letter of 22 January 2007, it remains in the Tribunal's view manifestly incorrect for any landlord to serve a Notice under the Service Charges (Consultation Requirements) Regulations 2003 identifying the approximate cost of proposed works to each leaseholder as required and then to change the basis upon which that cost is apportioned before the charge is levied, in particular where as a result any given leaseholder has to pay more than originally indicated.

114. Such a course of action defeats the purpose of the statutory consultation provisions and for that reason is in the Tribunal's view unacceptable. Whilst it would be unfair to suggest that the Respondent has failed to comply with the consultation provisions, it must continue to act in a manner that is consistent with them.

VI SUMMARY OF THE TRIBUNAL'S CONCLUSIONS ON THE MATTERS ARGUED ON 19 AND 20 MARCH

115. The general service charges for the year ending 31.03.06 are reasonable and payable in full.

116. In relation to the major works, all the costs are reasonable with the exception of the cost of the gate to Abbey Road, which has been entirely unsuccessful in fulfilling its stated purpose. It would not be reasonable to charge lessees for that unsuccessful and expensive part of the improvement project and accordingly the total service charge must be reduced by £49,215.80.

117. In relation to the service charge payable for the major works that are the subject of this application, the Respondent's attempt at redefinition of individual leasehold properties as "blocks" is both misconceived in principle and inappropriate in effect. It must be reversed.

VII THE RECOVERY OF SERVICE CHARGES UNDER THE LEASES

118. The major works are not works of maintenance or repair. They were intended to achieve, and in the Tribunal's view with the limited reservations expressed above, have achieved improvement. Nonetheless the Respondent is only entitled to add their cost to the service charge payable by any given leaseholder to the extent that the relevant lease permits it. To determine that, it is necessary to apply general principles of contractual interpretation. Some of the relevant principles and some possible conclusions (strictly subject to those further submissions) are discussed below.

The Principles of Contractual Interpretation

119. Key principles to be adopted in interpreting any contract were summarised by Lord Hoffmann in *ICS v. West Bromwich* [1998] W.L.R. 896, HL, at 912/G-913/F. In brief, a contract is to be interpreted so as to identify the meaning which it would convey to a reasonable person having all the background knowledge which would reasonably have been available at the time. The intention of the parties is identified by that means (evidence of the parties' subjective intentions is irrelevant). Words should be given their 'natural and ordinary meaning'. On the other hand, if one would conclude from the background that something must have gone wrong with the language, the law does not attribute to the parties an intention which they plainly could not have had.

120. In *Billson -v- Tristrem* [2000] L.&T.R. 220, CA, the Court of Appeal considered a service charge provision which (the tenant argued) imposed no obligation on the landlord to carry out any work to most of the common parts of the property of which the tenant's flat formed a part, or for the tenant to pay any contribution by way of service charge to the cost of doing so. That was because such obligations extended only to the parts of the building that the tenant enjoyed and used in common with other tenants. In fact the tenant occupied a basement flat with its own separate entrance and she did not use or have the right to use any other part of the building.

121. The Court rejected the tenant's argument on the basis that the result argued for would be an extraordinary one, inconsistent with other key provisions of the lease and inconsistent with what would appear to have been the intention of the parties under the lease. The effect on individual tenants' contributions in the building would have been bizarre. Rattee J said; "...in my judgment the function of the Court in trying to construe the provision of the lease is to ascertain from the terms of the lease as a whole the intentions of the parties evinced by the terms of the lease, regardless of whether or not the parties have

used inept words in which to describe their intentions". The Court took the view that the clear intention of the parties to the lease was that each of the five tenants in the building of which the tenant's property was part was to pay a 20% contribution towards the costs of doing all the work which landlords would ordinarily do in maintaining a building of that nature.

122. As noted above, this decision is expressly relied upon by the Respondent in rendering a service charge to some leaseholders for the cost of installing security doors that they do not use. However the principle applied in *Billson -v- Tristrem* is that a court or tribunal will not apply the strict wording of a contract if it leads to a result which the parties could not have intended. In that particular case, the court concluded that it could not have been intended that the tenant would not have to pay her normal share of the routine maintenance of the common parts of a shared building. It does not follow as a general principle that a leaseholder must, whatever the wording of the relevant lease, pay for all works to the common parts of a shared building. Nor does *Billson -v- Tristrem* give any court or tribunal a licence to rewrite or improve upon the terms of a lease.

123. A principle that does have general application is that a tenant must pay a service charge only where the terms of a lease make it clear that the charge must be paid. Where a Landlord has drafted a lease, any ambiguity in that respect is to be resolved ("*contra proferentem*") against the Landlord as "profferor".

124. In *Gilje -v- Charlgrove Securities Limited* [2001] E.W.C.A. Civ 1777, a landlord sought to recover from a tenant by way of service charge a contribution towards a notional rent foregone by the landlord in providing accommodation for a resident caretaker. The Court of Appeal held that he was not entitled to do so in the absence of clear and plain words in the lease to that effect. Laws L.J. said; "The landlord seeks to recover money from the tenant. On ordinary principles, there must be

clear terms in the contractual provisions said to entitle him to do so. The lease, moreover, was drafted or proffered by the landlord. It falls to be construed *contra proferentem*... I do not consider that a reasonable tenant or prospective tenant, reading the underlease which was proffered to him, would perceive that Clause 4(2)(1) obliged him to contribute... Such a construction has to emerge clearly and plainly from the words that are used. It does not do so".

125. In *Cadogan v Sloane Gardens Ltd and Mahdi* LRA/9/2005 HHJ Rich QC summarised the required approach. It is for a landlord to show that a reasonable tenant would perceive that a lease obliges him to make the payment sought. Such a conclusion must emerge clearly and plainly from the words used. This does not permit the rejection of the natural meaning of the words in their context, which may justify a liberal meaning, but if consideration of the relevant provisions leaves an ambiguity then the ambiguity will be construed against the landlord as the "proferror".

126. This case involves four (or more accurately, for service charge purposes, three) different types of lease. Between the execution of the first of the four sample leases filed for the March hearing and the last some sixteen years passed, during which period the thinking behind each lease had evidently changed and the service charge provisions of each lease changed accordingly. The result appears to be that the obligations of various leaseholders on the Abbey Road Estate to contribute to the major works may differ to a greater or lesser extent. While it would no doubt be preferable to have a uniform regime the Respondent is bound by the terms of its own agreements, as is each of the leaseholders.

Conclusions

127. The Respondent argues that the reference to amendment in each lease covers all the major works, which are by their nature

amendments to the blocks, buildings and estate. The Tribunal does not agree. The security doors with associated lighting, the vehicular barriers and the railings are new additions, not amendments to existing structures. "Amendment" of necessity implies alteration to what already exists, not the addition of something entirely new. If improvements of all kinds were intended to be provided for, the leases would have said so and the specific, limited provisions for improvement noted above would not have been necessary.

128. Given the lease terms and the contractual principles outlined above the Tribunal concludes that lease types 1 and 2 allow the cost of improvements to be added to the service charge, but that the nature of those improvements is strictly limited by the terms of those leases so that the cost may be charged only insofar as the improvements are reasonably considered appropriate or necessary <u>and</u> are used or capable of being used by the relevant leaseholders in common with other tenants.

129. The Tribunal has already concluded that the major works were reasonably considered appropriate or necessary. However, while the costs of the boundary railings and vehicular gates (subject to the reservation set out above in respect of the Abbey Road gate) clearly fall within the service charge provisions, the costs of stairwell security doors do not for those type 1 and type 2 leaseholders, such as the Applicant, who have no use for them. The cost of installing them (along with the cost of additional lighting which can reasonably be characterised as part of the cost of installing the doors) can only be added to the service charge for those type 1 and 2 leaseholders who use them, in common with other tenants, to access their homes.

130. Lease type 3, by virtue of paragraph 10 of the Third Schedule which makes provision for the installation of an entry-phone system, allows a service charge to be rendered for the stairwell security doors to those leaseholders (and only those leaseholders) who use them to access

their homes, although as noted above the terms of the lease appear to provide for the service charge to be rendered by reference to works to "the building" only, not the Estate. Accordingly, because the lease does not provide for a service charge to be rendered for any other improvement of any description, the cost of the other works cannot be added to the service charge.

131. Lease type 4 allows for the cost of improvements to be included in the service charge, but only where those improvements are effected in carrying out the "Landlord's obligations and duties and providing all such services as are required to be provided by the Landlord under the terms of the lease". In fact the lease does not impose any obligation on the landlord to effect improvements. The result is that of all the major works only the cost of installation of the stairwell security doors and extra lighting, by virtue of paragraph 10 of the Fifth Schedule, may be charged to those lease type 4 leaseholders who use the doors to obtain access to their homes. None of the other major works qualify for the service charge.

132. It is not possible on the evidence for the Tribunal to determine the correct apportionment of the cost of major works to each of the applicants. The Respondent should in every case review its service charges based on the Tribunal's findings as set out in this decision, making the adjustment to the total figure referred to at paragraph 116 above, identifying the correct basis on which the service charge should be calculated under the terms of each lease and then applying the Tribunal's findings to identify the extent to which a service charge may be levied at all for all or part of the major works. The effect if any of section 125 of the Housing Act 1985 should also be taken into account. In any case where the Respondent's revised service charge is disputed, a separate application must be made to the Tribunal for a determination.

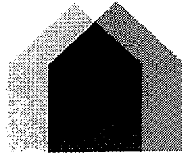
VIII The application under section 20C of the Landlord and Tenant Act 1985

133. The Applicant has applied under section 20C of the Landlord and Tenant Act 1985 for an order that none of the costs of these proceedings should be taken into account in determining the amount of any service charge. In response the Respondent has stated that it has no intention of doing so, other than in relation to the fees of Mr Smith for attending the inspection and hearing in March. Mr Smith's evidence was helpful to the Tribunal and given the Tribunal's conclusions in relation to the work carried out under his supervision it would be wrong to make an order that might disallow the Respondent from recovering any part of his proper fees, insofar as the terms of each lease entitle it to do so. Accordingly no such order will be made. However the Applicant brought this application largely because she was confronted with a substantial service charge demand which should never have been rendered, given the effect of section 125 of the 1985 Act. Under those circumstances it is only fair that the Respondent should repay to her, her application and hearing fees totalling £250, and the Tribunal so orders.

Dated 9 July 2007

Colum Leonard

Chairman



Residential
Property
TRIBUNAL SERVICE

RESIDENTIAL PROPERTY TRIBUNAL SERVICE

THE LEASEHOLD VALUATION TRIBUNAL for the

LONDON RENT ASSESSMENT PANEL

LANDLORD AND TENANT ACT 1985, as amended, Sections 27A and 20C
Ref: LON/00AG/LSC/2006/0375

7 Bulbarrow, Abbey Road Estate, London NW8 0AY

APPENDIX TO DECISION DATED 9 JULY 2007

Abbey Road, St Johns Wood NW8 0AY

Estate Entrance from Abbey Road	Bundle Page		£
Contract cost	66		30,757.14
Preliminaries	66	27.644%	8,502.44
Contract cost incl. Preliminaries			£ 39,259.58
Supervision Fees (Consultants)	262	15.36%	6,030.27
Management Fees (LB of Camden)	262	10.00%	3,925.96
Gross Total Cost			£ 49,215.80