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DECISION

FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	LON/00AU/LSC/2013/0399
Property	FLAT B, 2 ASHLEY ROAD, LONDON N19 3AE
Applicant	(1) MR E.L. ABRAHAM (2) MRS E.J. L. ABRAHAM
Representative	None
Respondent	Southern Land Securities Limited
Representative	(1) Hamilton King Management Limited Mr Barry Taylor – Property Manager) (2) Ms Kath Evans – Property Manager (in accounts department)
Type of Application	Liability to pay service charges and/or administration charges.
Tribunal Members	Tribunal Judge S. Shaw Mr L. Jarero BSc. FRICS Mrs Lorraine Hart
Date of hearing	16th and 17th December 2013
Date of Directions	18th September 2013
Date of Decision	23rd December 2013

Introduction

1. This case involves an application by Mr and Mrs E.L. Abraham ("the Applicants") dated 5th June 2013 for a determination of the liability to pay and reasonableness of certain service charges in respect of Flat B, 2 Ashley Road, London N19 3AE ("the Property"). The Respondent to the application is Southern Land Securities Limited which is the freeholder of the converted house, of which the subject property forms part, and will be referred to herein as ("the Respondent"). The Respondent has been represented by its managing agents, namely Hamilton King Management and at the hearing of this matter which took place on 16th and 17th December 2013, the Respondent was represented by personnel from the managing agents, namely Mr Barry Taylor a property manager and Miss Kath Evans, also a property manager but who deals with the accounts in the agents' offices and who principally gave evidence to the Tribunal on behalf of the Respondent.

2. It should be said that this case also involves the transfer of a County Court claim made by the Respondent against the First Applicant. By Order dated 16 September 2013, that matter was transferred to this Tribunal. The Tribunal gave directions on 18 September 2013 to this effect:

> *"Directions were first issued in this matter on 4th July 2013 however it then came to the Tribunal's attention that proceedings had been commenced simultaneously in the County Court by the landlord. Accordingly Directions were made dated 1st August 2013 which provided for the proceedings to be stayed pending the application to set aside a default judgment and transfer the County Court proceedings to the Tribunal. By Order of District Judge Manners dated 17th September 2013, those proceedings were transferred to the Tribunal.*

4. Both sets of proceedings involve the same service charge period and will be heard together and one judgment issued."

3. At paragraph 6 of those Directions, the period in dispute was defined as spanning the service charge years 2007 to 2012.

4. Accordingly, by virtue of these Directions, the two matters have effectively been consolidated and indeed at the hearing before the Tribunal the parties confirmed, and indeed invited, the Tribunal to deal with these matters as effectively one dispute, which is in fact precisely what the Tribunal has done.

5. The issues in this case are essentially bound up with disputes which the Applicants have about the service charges they have annually been presented with by or on behalf of the Respondent. As mentioned, the years in question are 2007 to 2012 and and concern service charge demands for these years amounting to £4032.16. Those are the years which the Tribunal specifically dealt with in the course of the hearing with the parties. However, the selfsame issues replicate themselves in each of these service charge years. There are really only three items of service charge, that is to say accountancy charges, insurance and management fees. The Applicants challenge each of these charges, and it is accordingly appropriate for the Tribunal to deal with these matters in a composite way and then to summarise towards the end of this Decision the consequences in financial terms for the parties respectively.

Accountancy charges

6. The first item of dispute which is disputed for each of the relevant years, is the claim made for accountancy charges by the Respondent in the context of the service charge claim. An example of the charge made can be found at pages 26 and 27 of the bundle prepared by the Respondents. Those pages show invoices first from a firm of chartered accountants called Crawfords who have charged £73.44 for preparing the accounts and certifying the accounts for the year ending 31 March 2007 in the sum of £73.44, inclusive of VAT. That relatively modest charge has come about because the Respondent's agents also used a company called J.L Accountancy Services Limited which effectively organises the accounting paperwork in such a way as to minimise the job for the accountants. At page 27 they have charged £15.56. The result of this is that for the year ending March 2007 a total charge of £89 has been incurred in respect of the accountancy services and in the service charge accounts for that year, it is that sum which can be found at page 31 of the bundle. At page 32 is the statement that was presented to the first named Applicant and from that it can be observed that 50% of the £89, that is to £44.50, has been charged to him in respect of accountancy. The 50% comes about because the property is part of a converted Victorian house and the Applicants own and occupy Flat 2B. This is the upper flat, and the lower flat has been purchased effectively as a buy to let property and is let out to tenants.

7. The substance of the Applicants' challenge to the accountancy charge which, as has been mentioned, replicates itself in each of the service charge accounts for the subsequent years, is not so much in respect of quantum but in respect

of principle. Their case, as represented to the Tribunal, was that they do not regard themselves as being liable to make this payment because there is no provision for such a charge in their lease. The Applicants have carefully prepared their own bundle of documents and at Tab B of that bundle can be found the lease in question. The obligation to pay service charges initially arises under clause 1(2) of the lease (page 3 of the lease), which says that such charges should be paid as provided for at clause 5 of the lease. Clause 5 of the lease makes provision for a proportion of the expenses and outgoings incurred or to be incurred by the landlord in respect of items set out in the Third Schedule to the lease comprising:

(i) repair, maintenance, renewal and improvement of the building and any facilities and amenities appertaining to the building;

(ii) the provision of services for the building; and

(iii) other heads of expenditure.

8. At the Third Schedule to the lease under Part 2 there is provision for payment as part of the service charges, the cost of

> *"the administrative and other costs incurred by the council in the collection of the rents and service charges of the dwellings in the building (except those let on periodic tenancies) (b) the administrative and other costs incurred in calculating and providing the certificate and of accounts kept and audits made for the purpose thereof."*

9. It should be said that the reference to "the Council" is because the original landlord was the London Borough of Islington, but the freehold has subsequently been transferred to the Respondents in this case.

10. It seems plain to the Tribunal that there is indeed express provision in the form referred to above for the recovery by the Respondents of an accountancy charge in order to provide the necessary certificate of the accounts and to make audit in that respect. In the circumstances, the Tribunal finds against the Applicants and for the Respondent in respect of this part of the challenge. The total of the individual sums claimed in respect of the years 2007 to 2012 amounted to £285 and, for the reasons indicated, these charges are allowed and confirmed by the Tribunal.

Building Insurance

11. This was the issue over which most time was spent before the Tribunal, and the issue which in a sense was the most contentious.

12. To summarise the Applicants' arguments, they had four main concerns:

    (i) despite repeated requests, they had never been sent a copy of the policy applying to the property;

    (ii) they were concerned that the property or flat below their own property had now become a "buy to let" property with diverse tenants passing in and out of it – and their concern was that this should be appreciated by the insurers and should not in any way threaten the cover for the property;

    (iii) in the context of efforts by the Applicants to purchase the freehold of the property, a request was made by their solicitors for a sight of the insurance schedule covering the property. At Tab G of the Applicants' bundle is a copy of a letter dated 16th January 2009 to the first named Applicant in which his solicitor says:

"I am still querying this as it shows the policy holder as Hamilton King Management Limited. It should of course be the freeholders."

The insurance company at the time and indeed since, was AXA Insurance and the document also contained at Tab G of the Applicants' bundle, about which their solicitor was concerned, and which had been supplied by the Respondent is headed "Blocks of Flats – Summary of Cover". In that document it is indeed the position that the policy holder is named as Hamilton King Management Limited.

(iv) The final concern of the Applicants, but by no means the least of their concerns, was that they had been given no assurance or confirmation that they themselves were named as insured under the periodic policies of insurance obtained. Their position was that, pursuant to the provisions of the lease which they purchased and the benefit of which they are entitled to, there is provision at clause 7(2) for a covenant by the landlord with the tenant to this effect:

"At all times during the term (except only such times if any as such insurance may be avoided by the act or omission of the tenant)

(a) to insure the demised premises in the joint names of the council and the tenant in the full reinstatement value thereof against loss or damage by fire, tempest, flood or such other risks which the tenant and the council may hereafter agree;"

13. The Applicants' case on this issue is further expanded at section G1 in their bundle.

14. There was not any serious dispute from the Applicants about the quantum of insurance premium they were being charged, and indeed in the first year's accounts ending 31st March 2007 at page 25 of the Respondent's bundle, the total insurance for the house was £1,147.89, 50% of which is £573.95 and a similar charge has been made for each of the successive service charge years. As stated, the quantum itself was not in dispute; the Applicants' concerns were as indicated above, and that for those reasons, they may never have had proper insurance in accordance with the terms of their lease.

15. So far as the Respondent is concerned, there was a dispute between the parties as to whether or not a copy of the policy schedule had ever been provided. The Respondent produced a letter sent in 2004 which enclosed a copy of the policy then applicable. The Applicants said they had no recollection of ever having received such a letter. In addition, the Respondent assured the Tribunal that the lower flat was properly covered under the schedule of the policy and that the policy holder (despite the document referred to which had been supplied to solicitors) was in fact Southern Land Securities and not its agents, Hamilton King Management. Ms Evans produced various further insurance documents to confirm this fact and insofar as it requires resolution, the Tribunal was satisfied on the balance of the evidence before it, that Southern Land Securities (that is to say the freeholders) were indeed for the relevant period the insured party.

16. The far more substantial point in this case, and in the context of the insurance, is whether or not there has been proper compliance with the lease terms, as

referred to above, in respect of the insurance. The Respondent confirmed to the Tribunal that neither Mr and Mrs Abraham nor Ms Small (who is the owner of the lower flat) are themselves insured as named insured or parties in the policies obtained. However, they are, asserted the Respondent, noted under the insurance policy as interested parties and, so was their case, the result of that is that they are indeed properly insured. Miss Evans told the Tribunal that this course is standardly taken in all cases, and that when mortgagees of leaseholders require details of the insurance cover, as they generally do, she supplies such information to the mortgagees and there has never been any problem in that regard in her experience. She told the Tribunal that this was entirely in accordance with the Council of Mortgage Lenders Guidelines. The Respondent also said that it would be entirely impracticable to name as the insured all the leaseholders of a particular building. In this particular case there are only two, but in many other cases there could be fifty or indeed hundreds of leaseholders and it is obviously, said the Respondent, not sensible in such circumstances to have them all named as insured parties.

17. The Applicants' response to this was that we are not in this case dealing with a big block. Their property is a maisonette and there are only two relevant leaseholders. So far as they are aware, there has in fact been no contact between the Respondent and the Applicants' mortgagees.

18. The provisions dealing with the payment of insurance cover appears initially at clause 1(3) at page 3 of the lease and it is described as an obligation on the part of the tenant:

"By way of further rent from time to time a reasonable sum or sums of money equal to the amount which the council may expend in effecting or maintaining the insurance of the demised premises ..."

19. There is also provision at clause 3(1) to the payment of:

"The yearly rent and by way of additional rent the service charge and the insurance rent referred to in clauses 5 and 1(3) ..."

20. Clause 5(2) is the clause which requires the tenant to pay a service charge but it also provides:

"...
(e) the tenant shall pay the service charge without any deductions whatsoever within 14 days of receipt of the certificate provided always that
...
(ii) any expenditure other than insurance under clause 7(2) hereof which both relates solely to the demised premises and is of a non recurring nature shall be reimbursed by the tenant."

21. Clause 7(2) is of course the provision relating to insurance which has already been set out above.

22. The cumulative effect of these various provisions is that the lease is so drafted that the leaseholders' contribution to the insurance cost incurred by the landlord is to be paid by the tenant as a covenant or covenants within the body of the lease. However it is not one of the items listed in the Third Schedule as an item of service charge and in the various provisions referred to above, the draftsman of the lease appears to be making a distinction between service charges and payments in respect of insurance. Indeed Ms Evans on behalf of the Respondent, accepted that the contribution to the cost of insurance is in the

nature of *"additional rent"* and does not appear as a service charge listed in Schedule 3 of the lease or otherwise.

23. It should also be said that Ms Evans went to some considerable lengths to provide the Tribunal with as much of the insurance documentation as she possibly could. Amongst those documents were two particular documents. The first is issued by AXA Insurance to Reich Insurance Brokers, the Respondent's insurance brokers. The insured is named as Southern Land Securities Limited and it is noted as being effective for the dates between 23rd March 2011 and 23rd March 2012. There is no particular mention on this certificate of any noted interests. At the foot of the page it simply states *"Further endorsements may be operative. You should refer to the policy for full details of cover, terms, exceptions and conditions."* But this reference really seems to be a reference to cover for particular items, it is not a reference to other insured or noted parties.

24. There is another document which, like the previous documents, is a Residential Property Owner Certificate issued in the same way and containing similar particulars for the period 23 March 2012 to 23 March 2013. In this case there is reference (which was relied upon by the Respondent) at the foot of the page in the following terms:

> *"Other interest clause included to automatically note the interest of lessees and mortgagees."*

25. Once again this seems to be some form of general endorsement automatically noting the interest of lessees and mortgagees but naming nobody in particular.

26. As mentioned above, Ms Evans told the Tribunal that there has never been any problem in leaseholders having direct access to the insurers, and that this kind of endorsement is sufficient for them to be dealt with by insurers. There was no confirmation to this effect in the faxed letter of 16 December 2013 provided to the Tribunal.

27. The Tribunal's determination in respect of these insurance premiums is against the Respondent and for the Applicants. There are two main reasons for coming to this conclusion:

    (i) It seems to the Tribunal on a proper construction of the lease provisions, which have already been set out above, that the repayment by the leaseholder to the freeholder of the relevant proportion of the insurance premium paid is provided for in the lease as *"additional rent"*. It is an obligation of the leaseholder to pay this sum, but it is not an obligation in the form of a service charge. In the circumstances, the Tribunal has no real jurisdiction to rule upon the reasonableness or otherwise of the charge made. It is in the nature of a debt owed by the Applicants to the Respondent, but it is not a service charge. As such, it would have to be ruled upon by a court or some other forum.

    (ii) If the Tribunal is wrong in concluding that the effect of the lease is that the recovery of the insurance premium is not in fact in the nature of a service charge, then the Tribunal in any event finds that these sums are irrecoverable. The reason for coming to this conclusion is that the identical issue has been dealt with by the Upper Tier (Lands Chamber)

Tribunal in the decision of ***Denise Green v. 180A Archway Road Management Company Ltd Neutral Citation No. [2012] UKUT 247(LC) and UTLC Case No. LRX/17/***2011 (a digest of which was shown to the parties during the hearing). In that case there was a similar provision providing for "... the lessor to insure and keep insured with a reputable insurance company in the joint names of the lessor and the lessee each and every part of the building ...". In the same way as occurred in this case, the Respondent landlord argued that the leaseholder's interest in the building was protected by the "general interest" clause in the insurance policy and that this was sufficient. The Leasehold Valuation Tribunal agreed with that analysis and came to the conclusion that *"the noting of the general interest on the certificate of insurance rather than Ms Green's specific interest was sufficient and that it would be impractical to note all specific interests."* The Tribunal therefore found in favour of the landlord in that case.

(iii) The leaseholder appealed to the Upper Tribunal and her appeal was upheld. His Honour Judge Huskinson said in that case that:

> *"With respect to the LVT, I consider that the LVT concentrated upon the wrong question. The LVT in paragraph 25 of its decision concluded that the noting of the general interest was sufficient and that the insurance was not invalidated and (in effect) that the Applicant's interest in the building was properly insured. However the question was not whether insurance had been placed which, on the balance of probabilities, would have been sufficient for the Applicant if she had made a claim. The question instead is whether the Respondent complied with its obligation under clause 4(ii) of the lease. The Applicant's covenant is a covenant to pay one quarter of the sum expended for insuring the building "in accordance with clause 4(ii) hereof". Accordingly, in order to be entitled to seek payment from the Applicant under her covenant, the Respondent must show that it has placed insurance in accordance with clause 4(ii). This*

clause requires the Respondent to insure the building "in the joint names of the lessor and lessee".

28. The Learned Judge went on to say at paragraph 15 of his judgment:

> *"As a matter of general impression (and leaving aside for the moment any authority) I consider that to place insurance in the name of the lessor, with no mention of the name of the lessee, and with the lessee's interest being dealt with merely by the general interest clause, is not the same thing as placing insurance in the joint names of the lessor and lessee. I am confirmed in this view, i.e that the intention of the parties under clause 4(ii) was that something more was required than merely the Appellant's interest being dealt with under a general interest clause, by the closing words of clause 4(ii) which contemplates that the lessor will allow a note of the interest of any mortgagee to be endorsed on the policy."*

29. The judgment goes on to rehearse on behalf of the Respondent similar arguments as were advanced in this case to the effect that it was impracticable and perhaps even impossible nowadays to obtain insurance in the name of both the lessor and the lessee, however the Learned Judge quoted from MacGillivary on Insurance Law 11th Edition at paragraph 20-046 which states:

> *"A joint insurance in the names of both lessor and lessee is very commonly arranged."*

30. He therefore came to the conclusion that it would not have been impossible or impracticable for the Respondent to have placed insurance in terms where the Appellants' names and property were expressly shown so as to make clear that the Appellants' were themselves the insured with a specific interest which was expressly covered by the insurance.

31. It seems to this Tribunal that that decision is impossible to distinguish from the instant case. It is a decision which is binding upon this Tribunal. It should be said in passing that once again there was no real challenge to the quantum of

the premiums claimed; the Applicants' point was that the insurance obtained was not in compliance with the lease. On the basis of the authority just referred to, it seems to the Tribunal that that contention is right, and that in the circumstances the claims for these premiums must be disallowed because they are not in accordance with the terms of the lease and therefore not payable for the purposes of the Landlord & Tenant Act 1985. The sums claimed in the respective years were for 2007 £573.95, for 2008 £497.99, for 2009 £497.10, for 2010 £424.49, for 2011 £398.21 and for 2012 £397.68. The total of these figures is £2,789.42. For the reasons indicated above, the Tribunal disallows this figure which must be deducted from any sum payable by the Applicants.

Management Fees

32. These fees were the final matters challenged by the Applicants. As is usual, a management fee has been claimed in each year on a unit basis. An example of the management fee can be found in the Respondent's bundle listed as such as £311.38 at page 23 in respect of the year ending 31st March 2007. When the demand was made to the Applicants 50% of that sum was claimed (see page 25) that is to say the sum of £155.69. There are similar charges for the successive years up to 2012.

33. The reason for challenging these items by the Applicants was that so far as they were concerned, they had never received any or any proper management at the property. Mr Abrahams in particular impressed upon the Tribunal that he is a retired Civil Servant and has been for 20 years. He is at home throughout the day and he has never seen anyone from the managing agents come to

inspect the property. No repairs are carried out (indeed no charges have been made in this regard in the service charge accounts) and his general proposition, supported by his wife, was that given that no management is supplied, no management fee should be paid.

34. The Respondent in reply, told the Tribunal that a detailed specification for major works had been obtained in 2010 during which time there had obviously been a detailed inspection of the property. They also showed the Tribunal some notes of site inspections which had taken place in 2012. That inspection was not in fact of the subject property, but was at a property nearby and at the same time, so the Tribunal was told, the surveyor or representative of the Respondent would have inspected the subject property.

35. The Tribunal was also shown some photographs and an inspection report which had been carried out on Friday 29th November 2013 which generally describes the property and, as indicated, has some photographs. This of course would have been done very recently and subsequent to the issue of the application.

36. The Respondent also made the point that repairs and maintenance are only part of their management duties. They have to prepare or arrange for the submission of accounts, they need to keep the relevant records, send out demands and invoices and serve Section 20 Notices when and if necessary. Indeed, in the Applicants' own bundle there is a Section 20 Notice dated the 16th August 2010 which shows that estimates have been obtained from three

contractors with a view to carrying out major works. That document can be found at Section or Tab I of the Applicants' bundle.

37. The Tribunal's conclusion in this respect is that these management fees are indeed recoverable by the Respondent. They are well within the range in terms of quantum that the Tribunal would expect. Furthermore, whether there may have been infrequent visits to the property or not, there undoubtedly have been other management obligations and duties that the Respondent has discharged. In all the circumstances, and given the relatively modest sums claimed in this regard, the Tribunal finds for the Respondent and against the Applicants under this head and that the sums claimed for the successive years from 2007 to 2012 are probably recoverable and reasonable for the purposes of the Act.

38. The service charges claimed for management fees were specifically for 2007 £155.69, for 2008 £156.87, for 2009 £154.68, for 2010 £158.04. For 2011 £162 and for 2012, £170.46. The total of these sums is £957.74 which, for the reasons indicated, is allowed by the Tribunal.

39. The upshot of the above findings is that of the possible £4,032.16 total claimed by the Respondent for the years in question, the Tribunal has made deductions as indicated above, totalling £2789.42. The result is a reduction of the sum claimed to £1,242.74.

40. Running behind this service charge dispute is really a bigger issue. The issue involves the attempts by the Applicants to purchase the freehold of this property in order to bring the continuous disputes between the parties to an end. It was accepted by the Applicants that after an earlier determination of this Tribunal, a figure of £3,524.71 was due and owing from the Applicants to the Respondent. The Applicants have never paid that figure because they have put it forward in the context of a package designed to enable them to purchase the freehold, and those negotiations have never reached conclusion, because the parties have been unable to agree on the correct figure due for outstanding service charges. Insofar as it may be helpful for the future, the Tribunal would point out, particularly to the Applicants, that the finding of the Tribunal in that earlier decision in October 2007 was in respect of three specific items which were then being challenged by the Applicants and upon which the Tribunal made its findings. The Tribunal did not rule upon any other service charges which might have been payable prior to that date. The Respondent has included in the bundle, starting at page 16, a running account of the sums they contend are due and owing from the Applicants to them. They show in that account, any payments which have been made by the Applicants and they have also given credit, albeit sometime after the decision, for the deductions made by the Tribunal in that case and also for associated costs which it would not be right for them to claim.

41. Page 19 in the Respondent's bundle, clearly shows the credits, totalling £4041.62 applied to the Applicant's account on 7 August 2008 following the earlier Tribunal's determination. However, the years in question for this

Tribunal are the years 2007-2012 and therefore, the part of this determination relating to the year 2007 would be relevant to the Applicant's account (shown at pages 16-21 of the Respondent's bundle) prior to these credits. For ease of understanding, it makes sense to position the £4041.62 credit in the year ending 2007 resulting in the running total as of 31 March 2007 being £6774.49. For that same year this Tribunal has disallowed the insurance claim of £573.95. The result of this is that the balance which is the figure which should appear at 31st March 2007 on page 18 is £6,200.54. The subsequent sums allowed and disallowed for the years 2008-2012 are set out in the schedule which is attached to this decision.

42. The result of the calculations in that schedule are that the total sum disallowed is £2,215.47 (not counting the £573.95 deduction for 2007 because this has already been applied to the running balance referred to in paragraph 41 above). The sum allowed for the period 2008 to 2012 is £1042.56 (not counting the £200.19 allowed for 2007 as this is in the running balance referred to in paragraph 41 above) Again as illustrated in the schedule attached. This leaves a balance due of £1,042.56 which should be added to the figure of £6,200.54 referred to above and being the relevant figure to be inserted in the running total at page 18 of the Respondent's bundle as at 31st March 2007.

43. The Tribunal was assured by Miss Evans that the computer software operated by the Respondent can then recalculate the appropriate interest charges which have been made, and which at present would be in excess of what should be paid by the Applicants. Obviously this is not a calculation the Tribunal can

make, but is required to be made by the Respondent taking into account the findings the Tribunal has made above.

Conclusion

44. For the reasons indicated above, the accountancy and management fees claimed by the Respondent for the period concerned are allowed in full. The insurance premiums claimed are disallowed, again for the reasons indicated above. The Tribunal's analysis of this is, as indicated in the preceding paragraph, is that a figure of £6,200.54 should appear at the date of 31st March 2007 at page 18 in the Respondent's bundle. A further sum of £1,042.56 is due for the remaining years in question; 2008-2012 and the interest or any other consequential charges made, adjusted accordingly.

45. Whilst it is appreciated that this is not specifically a task the Tribunal is required to undertake, it does seem to the Tribunal that there will be deadlock between the parties unless and until these service charges are resolved, some of which are before the period the Tribunal has been required to look at, and some of which fall after that period. It may be that the parties can apply the same principles to the items either allowed or disallowed above. It may also be that the Respondent may alter the insurance arrangements so as to come into line with the provisions of the lease, in which case some subsequent insurance premiums may be recoverable. It is in any event hoped, that this matter can be brought to a conclusion, because it seems to the Tribunal that the costs involved in this second piece of litigation, and that involved in the County Court

proceedings, must now be at the very least, approaching the sum in contention, and may even be exceeding it.

Tribunal Judge:

S. Shaw

Dated: 23rd December 2013

Flat B 2 Ashley Road N19

From the accounts at the end of the financial year 2007 charges owed were £10,816.11. Following the previous Tribunal hearing £4041.62 was disallowed leaving a balance of £6,774.49.

The current Tribunal has disallowed the insurance payment in the sum of £573.95 which the Tribunal believes leaves a sum of £6,200.54 owed by the tenant at the beginning of that financial year

The decision for the years 2008 - 2012 are as follows

Accounting year	Amount demanded	Amount disallowed	Balance due from tenant excluding interest and other charges
2008	£699.36	£497.99	£201.37
2009	£697.78	£497.10	£200.68
2010	£629.53	£424.49	£205.04
2011	£609.21	£398.21	£211.00
2012	£622.14	£397.68	£224.46
Total	£3,258.02	£2,215.47	£1,042.55