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**London Rent Assessment Panel**

**DECISION OF THE LEASEHOLD VALUATION TRIBUNAL ON AN  
APPLICATION UNDER SECTION 27A OF LANDLORD AND TENANT ACT  
1985**

**Case Reference:** LON/00BE/LSC/2012/0620

**Premises:** Flats 107, 113, 140 and 142 Amina Way, Rouel  
Road Estate, London SE16 3UW

**Applicant(s):** Mr K Bryan (142 Amina Way)  
Mr B Hines (140 Amina Way)  
Mr and Mrs Ward (107 Amina Way)  
Ms M Martin (113 Amina Way)

**Respondent(s):** London Borough of Southwark

**Appearance for Applicants:** Mr K Bryan

**Appearance for Respondent:** Ms E Sorbjan, LB Southwark

**Leasehold Valuation Tribunal:** Ms F Dickie  
Mr S Mason, FRICS FCI Arb  
Mrs R Turner JP

**Date of Hearing:** 11 and 12 February 2013

**Date of Inspection:** 11 March 2013

*Summary of Determination*

1. The items of service charge expenditure disputed appear on the schedules attached to this decision. Where any is "allowed" the tribunal has determined that it is reasonable and recoverable service charge expenditure. Where it is "disallowed" the item is irrecoverable as a service charge. In giving reasons for its decision the tribunal makes reference in the schedule to the sections of its decision below. Disallowed expenditure will reflect a proportionate reduction in the management charge also.
2. The proportion of expenditure payable by residents of the block 72-144 Amina Way has been calculated incorrectly owing to the wrong bed weighting figure being applied. The proportion must be recalculated and any further dispute about the correct figure payable may be determined by further application to the tribunal.

*The Premises*

3. The subject premises comprise purpose built post war low rise flats and maisonettes forming part of the Rouel Road Estate.

*Preliminary - Stay of application relating to overheads*

4. By an application made on 11 September 2012 the Applicant leaseholders sought a determination against the freeholder local authority in respect of service charges payable for the years 2003/04 to 2010/11. The application included a dispute over the calculation by the council of its borough-wide overhead costs charged as service charges. This matter is the subject of an ongoing appeal to the Upper Tribunal, which has granted permission to appeal in two cases to be heard together on 11 May 2013. Mr P Kokkinos, a Southwark Council leaseholder on a different estate involved in other LVT applications about council overheads sought to give evidence on behalf of the Applicants, but his witness statement had not been disclosed in advance, the tribunal did not consider his evidence would be relevant and it declined to hear it.
5. That part of the application disputing overheads was stayed by order of the tribunal at the pre trial review that took place on 10 October 2012. The tribunal orders that stay is extended until the end of May 2013.

*Disclosure*

6. The tribunal issued directions at the pre trial review at which both parties were present or represented. Those directions required the Respondent to make available for inspection by the Applicants copies of supporting invoices for the items in issue in the application. The council's representative at the pre trial review did not suggest those directions were inappropriately worded or could not be complied with, but after their issue the council advised the tenants no invoices existed because of its computerised Iworld system (explained below). It provided no inspection of the records on that system, which it ought to have done in the spirit of the directions since this contained the equivalent of electronic invoices. The tribunal was surprised and displeased by the council's lack of cooperation, but equally surprised that the Applicants did not bring it to the tribunal's attention prior to the hearing. Given this, the tribunal could do no more than determine the dispute on the evidence available at the hearing. It was not in the interests of justice to adjourn this two day hearing for the leaseholders to interrogate the Iworld system at this late stage.
7. Further difficulties were created at the hearing by the Respondent's decision not to comply with the tribunal's direction that it state its case within a schedule prepared by the Applicants. Instead, the council chose to create its own schedule, which the tribunal needed to cross reference. After the hearing and at the tribunal's request, the council prepared single schedules, year by year, of both parties' cases. The tribunal's decision is recorded in the final column of those schedules, which are attached to this decision.

### *The Leases*

8. Pursuant to Clause 7(6) of the Third Schedule, the Applicants have covenanted to contribute towards the Respondent's costs and expenses of or incidental to the maintenance and management of the building and the estate.
9. "The estate" is defined as "the estate known as the Rouel Road Estate including all roads paths gardens and other property forming part thereof" and "the building" is defined also. It is unnecessary to set out in this decision further relevant terms of the Applicants' leases.

### *The Applicants' Case - Delay, Prejudice and the Burden of Proof*

10. The Applicants sought the tribunal's determination in respect of service charges beginning 2003/4. For the whole of the period in question the council had been using the paperless Northgate Integrated Housing Management System, Iworld, which allowed for computerised works orders to be raised against predetermined schedules of rates, therefore making separate works orders, schedules of work and estimates unnecessary. These electronic works orders would be available to the council's Qualifying Long Term Agreement term contractor and, where they appeared in the schedule of standard rates, payment would be made monthly. Non-standard items were priced according to labour and materials. Ms Sorbjan and the council's witness Mr G Dudhia, Accountant for the Respondent's Home Ownership Unit, responsible for the construction of the Applicants' service charge accounts, explained that a charge was made by the term contractor for providing an estimate for a job which was not in the schedule of rates. The council was able to produce Iworld records from 2003/4.
11. Without objection from the Applicants, Mr P Smith of the council's Legal Disrepair Team gave evidence regarding the Iworld system (in accordance with the disclosed witness statement of Mr Salter who had been unable to attend the hearing). He said repairs were raised by a call centre operator or technical officer. Every month an invoice was raised - not one for each repair. Notes of manually raised jobs not on the schedule of rates would have been kept by an individual officer until about 4 or 5 years ago when the council started scanning these documents with the order. Older records were stored by microfiche and not associated with the Iworld record, and could not now easily be accessed.
12. The leaseholders explained their delay in bringing an application to the tribunal as naivety in not having checked the service charge accounts earlier. They said they had become concerned about the level of service charges in the year 2009/10 accounts when they received a major works bill and decided to ask for a breakdown from 2003.

13. Ms Sorbjan for the council submitted that the tribunal should not permit the leaseholders to challenge service charges as far back as 12 years, in spite of the fact that this may be the appropriate limitation period in law. The council referred to the leaseholders' statutory right under section 21 and 22 of the Landlord and Tenant Act 1985 to seek a summary account and thereafter inspection, usually within 12 months of the end of the relevant accounting year, and in relation to which inspection facilities were made freely available. Ms Sorbjan said the council would have welcomed these leaseholders' queries at the end of each financial year and would have been able to find estimates for non-standard items, and checked with its officers.
14. Ms Sorbjan said that where late challenges to individual items required the recollection of individual contractors or council officers in order to substantiate the council's case, it faced prejudice owing to the delay by the leaseholders in bringing this application. She said the council wanted to be viewed as a reasonable landlord and in spite of the tenants' delay, if it identified an item incorrectly charged it would be refunded. She explained that the council had in the interests of proportionality been required to limit its witness evidence but had done its best to make appropriate checks on the disputed items.
15. In many instances, the tribunal considered that the tenants had not advanced a positive case in challenging a service charge item, but are merely now fishing for explanations from the council about a very large number of items of expenditure incurred many years ago, and which in some cases the council is in difficulties in providing an explanation or documentation beyond that recorded on Iworld owing to delay. The Respondent did not specifically raise the defence of limitation. Notwithstanding this, the parties have the right to a fair hearing, and the tribunal takes the view that the council ought not to be prejudiced by the tenants' delay in raising a dispute, and that such delay could amount to abuse of process. Where there is a dispute as to facts raised so late that the council's evidence is unavailable, for example about the condition of the property which the tribunal cannot assess based on current inspection, it is not able fairly to reach a determination.
16. Furthermore, in the present case, since the Applicants produced so little evidence, they have failed to establish a prima facie case for many items of dispute. The Applicants must discharge a legal burden of proof. The standard of proof is the balance of probabilities. Where no positive case has been put forward by the Applicants, other than an enquiry without supporting evidence, an evidential burden does not pass to the Council. Where the Applicants have not produced sufficient evidence to establish a genuine dispute and justify their challenge, they have failed in their application and the tribunal has allowed the expenditure in full as a reasonable and recoverable service charge item. There were numerous such instances in the schedule of disputed items, namely where tenants had sought an explanation as to the particular item of repair or expenditure. In all such cases the council had provided the Iworld record,

but this had sometimes raised questions about the precise location of work, or the precise work carried out. In the absence of such further explanation, the leaseholders asked the tribunal to disallow the expenditure.

17. The Iworld record on its own is robust evidence that necessary items of work were carried out, raised by the appropriate council officer and carried out by the term contractor. Relatively full descriptions of the work were recorded. The leaseholders had failed any earlier to seek further evidence and documentation in relation to any items, and the burden fell on them to produce evidence that the expenditure had been improperly incurred. It would be fair to say that, had the council provided interrogation of the Iworld system to the leaseholders further to the directions of the tribunal, it seems likely (and the leaseholders freely acknowledged) that many of the individual items of expenditure in dispute would not have been challenged. The Applicants cannot rely on the Council's failure to disclose since they did could have brought it to the earlier attention of the tribunal but did not.

#### *Block and Estate Bed Weighting Units*

18. The Applicants doubted the Respondent's calculation of the block and estate bed weighting, the system by which the service charge proportions were calculated. The number of estate bed units had varied from 4385 in 2004/05 to 4470 in 2010/11. Furthermore, the Council had calculated charges based on there being a block comprising only flats 92-144 (197 bed weightings for all the years in question). However, the block in question actually contains flats 72-144 (evens), which equates to 277 bed weighting units. The leases do indeed define the building as 72-144 Rouel Road Estate. As a result, the Applicants contended that there has been a serious overcharge for the care and upkeep and ground maintenance charges as well as the unitemised repairs for the block.
19. Mr Dudhia said that bed weighting is changed each year if leaseholders subdivide their flats to make more or less bedrooms, when this information comes to the council's attention. Eleven commercial units were included in the service charges from the year 2010/11. The tribunal accepts this explanation and is satisfied on the available evidence that the estate bed units used in calculation have been correct.
20. The tribunal is satisfied that service charges have been wrongly apportioned as a result of the incorrect number of bed weighting units used for the block 72-144. The parties did not invite the tribunal to consider recalculated figures on the correct basis. The council considered the exercise academic because the contractors had used a block definition which splits the block in question into two, and that overall service charges could go up or down for the block when recalculated to remove that subdivision. However, the tenants observed that owing to the effect of s.20B of the Act the council would be out of time to demand from them for repairs on the other half of this split block. Whilst the leaseholders' general point has merit, the tribunal is unable to make a determination as

to which individual costs are payable without detail of them. In the event of further dispute it may be resolved by further application to the tribunal.

### *Fencing*

#### Garden Fencing

21. The leaseholders' case was that they should not be charged for the replacement of garden fences. They said that in the past the council had informed leaseholders that it was not clear to whom the garden fences belong and that leaseholders would have to pay to replace them. Under the consultation for major works refurbishment, the council removed the cost of garden fencing.
22. Ms Sorbjan on behalf of the council said that it was difficult to establish who owns the garden fences, and that the council would only do work to them if it was a matter of health and safety. The only evidence as to ownership of the garden fences would be according to be shaded areas on the lease plans.
23. The tribunal heard oral evidence that some leaseholders had adopted communal areas of the estate as private gardens. Other ground floor flats had gardens demised. Until its decision communicated in September 2010 to the leaseholders, the council carried out fencing repairs and replacement and charged it to the service charge as a block cost. The tribunal was given to understand that some leases referred to fences in the parties' covenants and some did not. The tribunal was unable on the evidence presented to conduct a detailed analysis into the historic expenditure on garden fences to identify which fences related to demised land and which did not. It did not have information as to the individual liabilities of each lessee in the block as to the maintenance of the fences around their gardens. The tribunal has to take a pragmatic view on this matter in light of the passage of time and the difficulty in identifying the respective liabilities of the leaseholder and the landlord for the fences.
24. The building is defined in the lease of flat 107 as "the building known as 89-117 Amina Way including any grounds outbuildings gardens yards or other property appertaining exclusively thereto". The estate is defined as a "the estate known as the Rouel Road estate including all roads paths gardens and other property forming part thereof". The tenants did not demonstrate that allocating as an estate rather than a block charge would make any significant financial difference to them overall. The tribunal considers it the appropriate approach, as taken by the council, to allocate expenditure on fencing to the block in that the gardens to the flats appertain exclusively to the block. The liability for each fence, and its location were largely indeterminate. The burden of proof on this matter lies with the Applicants, whose challenges to the fencing costs were of a general and investigative nature, raising questions which the tribunal is unable to answer specifically, as was the council at this late stage. The tribunal therefore dismisses the claims in respect of garden fencing costs

and allows those costs in full as block costs as already charged by the council.

25. The leaseholders also disputed fencing costs because the blocks had been charged the same amount but the fences were of differing lengths. They therefore thought this meant that the costs had been duplicated, but the tribunal was not persuaded as to this. The equivalent costs were broken down by the council and were merely a product of the standard pricing in the Iworld system.

#### Estate fencing

26. The leaseholders challenged repairs to old wooden estate fencing, before its replacement in 2006/07, on the basis that it appeared to have been located outside the estate boundary, but they produced no evidence in support of this assertion, such as photographs. The tribunal finds these challenges to be stale and unsubstantiated by the Applicants. The tribunal therefore dismisses all of the Applicants' disputes concerning the maintenance of estate fencing prior to its replacement.

27. In the service charge year 2006/07 the council incurred costs of approximately £100,000 in replacing the existing wooden estate boundary fencing with galvanised steel hairpin railings. The Applicants argued that these railings have been placed outside of the estate boundary, since they were upon the grass at the edge of the public path adjoining the pathway which forms the perimeter of the estate. The Applicants disputed the costs additionally because no survey report had been produced recommending that the costs be carried out.

28. On inspection the tribunal observed that the fencing, which is metal but probably with concrete foundation, is immediately adjacent to the Lucey Way footpath. The tribunal noted that much of Lucey Way would appear to provide access for emergency services to the blocks on the estate via Lucey Way other than those which have vehicular access from the road. The maintenance of Lucey way as a clear and safe access to emergency vehicles is clearly referable to the estate.

29. The tenants argued that the railings were in fact a boundary for the public park. However the tribunal does not agree. A fence forming the boundary of the estate was originally in place and serves the purpose of demarcating the estate boundary and excluding the public from the private areas. The tribunal finds that the fact that sections of the railings are erected on grass immediately adjacent to the concrete path does not demonstrate that they are outside the estate boundary. An undated map of the estate used by the council for reference was on an unspecified but very small scale. It appears likely that a boundary was erected when the estate was built, that it (not the concrete path) demarcated the extent of the estate, and that the replacement railings were erected at the same locations. The cost of its replacement therefore falls to the leaseholders as a service charge. The tribunal rejects the argument of the leaseholders

that the majority of the boundary fencing is located on the public park and not on the estate land.

30. It does appear to the tribunal however on inspection that short sections of the railings have been extended onto areas outside of the estate, protruding from the immediate vicinity of the estate paths and roads, namely at St James's Road and outside the old cab office on Lucey Way. This was sufficient to establish a prima facie case to require the council to provide argument and evidence to bring their erection and maintenance within wording of the service charge provisions of the leases. However, the council provided no positive case on the point, other than asking the tribunal to determine that the boundaries of the estate are demarcated by the fencing. However, this contrasted with the estate map on which the council itself relied as demarcating the boundary and is not reflected in the evidence, present or historical, on the ground upon inspection or in the lease terms. The tribunal finds that these railings are located outside of the estate boundaries, and in the public park, and are not recoverable from the leaseholders of the Rouel Road estate under the service charge provisions of the lease.

31. The leaseholders did not take it upon themselves to produce evidence of the measurements of the fencing, in particular so that the tribunal could apportion the cost of parts of the fence which it might find lay outside of the estate boundary. The tribunal must do the best it can on the available evidence. Having approximated the relevant measurements upon visual inspection the tribunal takes the view that 15% of the cost of replacing the fencing cannot be recovered as a service charge.

#### *Ladders*

32. On a number of blocks external metal access ladders were sited in order to access the plant in the roof space. The council had apportioned the cost of repairs and replacement of these ladders as an estate to charge but the leaseholders considered they should be a block charge. It was not in dispute that neither of the blocks that are the subject of this application had such ladders. It was also common ground between the parties that there was nothing within the roof space - no water tanks or other installations, which served the subject premises. They were served by a water tank within a communal tower serving all of the blocks on the estate.

33. The tribunal agrees with the Applicants that the council has wrongly apportioned these charges as estate charges. This is not permissible under the terms of the leases and they are recoverable as a block charge only. The tribunal considers it can fairly reach a determination on this matter notwithstanding the length of time, it being a simple question of allocation of expenditure and not a factual dispute.

#### *Charges for Estimates*



34. It was the council's case that where works were required to be undertaken which fell outside of the schedule of standard rates, the contractor would make a small charge for provision of that estimate. The cost of those estimates was challenged by the Applicants.
35. The tribunal accepts that the facility to charge for estimates formed part of the contract for provision of services at the prescribed rates. The tribunal takes the view that, were the contractors not able to charge for the provision of estimates, this would merely reflect in higher rates for prescribed services on the schedule. Overall, it finds that the charges are reasonable for the provision of estimates for non standard items of work within a repairs and maintenance system such as this, are payable and reasonable in amount.

### *Uplift*

36. The leaseholders challenged a percentage uplift which was applied (at variable rates) to the term contractors' costs. This was applied at 6.5% in the year 2004/2005. Mr Dudhia from the council explained that the term contractor concerned had got into financial difficulties and the council had decided it was appropriate to agree an uplift so that the contractor could continue in business. The alternative would have been to cancel the contract with the term contractor and source an alternative one, in the meantime engaging other contractors to carry out repairs and maintenance on an individual basis at current market rates. The council's view was that it was more cost effective for the leaseholders to pay the uplift to the existing contractor.
37. The tribunal considers that, in light of the circumstances faced by the council, it took a pragmatic and reasonable view to uplift the contractor's costs pending the appointment of a new contractor. The Applicants produced no evidence that any of the work could have been carried out at lower cost by another contractor. The tribunal finds that the additional cost of 6.5% on repairs and maintenance expenditure during the year 2004/005 is reasonable and payable as a service charge.
38. In the years 2009/10 a much higher uplift of over 30% was paid to the contractor. Mr Dudhia gave evidence that the council decided to renew its contract with contractors Southwark Building Services and Morrisons. The new contract was for a fixed sum of money per month which was mainly for the contractors' overheads, and work was carried out pursuant to a schedule of rates, which would be lower rates than would otherwise have been charged had there been no fixed cost paid monthly. Mr Dudhia said that this new contract was consulted upon.
39. The tribunal considered that there could be questions raised about the new type of contract which guaranteed the contractor an income whether they carried out any work or not. However, the leaseholders did nothing to add meat to the bone of their complaint. Their position was simply that it was unreasonable to add a percentage onto the cost of work done. The

argument needed greater analysis by the Applicants than that to prevail. The burden lay upon them to show that the council's position was improper or unreasonable, but they did not do so. It would have been open to the leaseholders to conduct an analysis of comparative costs to seek to demonstrate an additional burden on them which was unreasonable. However their approach was simply to raise the amount of the percentage uplift for the tribunal's enquiry.

40. The tribunal was able to conduct an easy comparison of costs under the old contract on the new one in relation to the cost of providing estimates. Including the new higher uplift, the total cost increased from some £27 to a little over £30. Given rising costs and the passage of time since the last contract was entered into, this is not unreasonable. The tribunal allows all uplifts as reasonable and payable.

#### *Window replacement*

41. The tenants disputed a number of window replacement costs to individual flats, carried out on a case by case basis. During major works the council had then replaced all of the windows on the estate, including those recently repaired or replaced. The tenants did not dispute that the windows individually replaced prior to the major works were the council's responsibility to repair, nor did they dispute that these repairs or replacements were required. Their challenge amounted to an argument that the windows should not subsequently have been replaced again during the major works. The major works in question do not form part of the subject matter of this application. The tribunal therefore takes the view that the challenge falls outside of these proceedings. Disputed window costs distributed on this ground are therefore allowed where only challenged as set out in this paragraph.

#### *Blue car park*

42. The car park in question is entirely situated within the estate boundary, but it fulfils a number of purposes. Approximately 12 allocated parking spaces are for the use of residents only, and are so marked with white paint. The remainder of the car parking spaces are for public use. There is no charge for the public to use the car park. Also within the car park are a number of lockable garages which the tribunal heard evidence were used by market stallholders who paid a fee for their use but not a service charge towards the car park maintenance. The businesses on Southwark Bridge Road with rear entrances onto the far end of the car park had bays to permit loading and unloading by commercial vehicles. There are a number of drains sited within the car park, though it was the Applicants' case that these served the commercial premises outside of it.
43. The tribunal was not shown documentary evidence to establish whether the leases for the shops required payment of a service charge for the maintenance of the car park. It appeared that all expenditure on maintenance of the car park, which provides a valuable local resource to

commercial premises in the area, was entirely charged to the leaseholders of the Rouel Road Estate. The Applicants considered this to be unreasonable, though the council said it takes a view as to the appropriate recharge on an invoice by invoice basis.

44. The tribunal takes the view that it is unreasonable to charge all of the expenditure on maintenance of the car park to the estate service charge, notwithstanding that it is within the boundary of the estate. The council has made choices about the use of that car park, for example by allowing free public access to it. Without question, the extent of domestic and commercial traffic on the car park will have an impact on its maintenance costs, and it is not reasonable that the totality of such costs should be paid by the leaseholders. Having considered the variety of uses to which the car park is put, and the extent of the leaseholders' enjoyment of it, the tribunal finds that, in respect of the years in dispute, 20% of the expenditure on car park maintenance only may reasonably be charged as an estate charge to the Applicants. This roughly represents the proportion of allocated residents' to non-residents' parking.

#### *Fees and Costs*

45. The council conceded a number of items at and before the hearing, and the leaseholders have had some limited success in respect of other disputed items. In the circumstances, the tribunal considers it appropriate to make an order that the council refund the Applicants' hearing fee within 28 days. The tenants' application under s.20C for an order preventing the Respondent from adding the costs of these proceedings as a service charge was agreed by the council, and an order is so made by the tribunal.

Signed Ms F Dickie, Chairman

Dated 25 April 2013

Year 2003/2004

Unitemised Repairs for Block 72-144

Issue number	JOB NUMBER	ADDRESS	DESCRIPTION	JOB COST	Service Charge cost	Applicants Comments	Respondent's comments	Applicant's Reply	Determination by Tribunal
1	198770	138 Amina Way, London, SE16 3UW	Renew sash immediately next to FED - see manual sheet	947.06	947.06	What is this repair. If this repair is to replace a complete window we need to see the contractors invoice and guarantee.	Scaffold and renew sash - no invoice	We request this issue to be determined by the Tribunal because there is no contractors invoice or guarantee	Allowed in full. See paragraphs 10-17 of the decision.
2	2040973	REPAIRS AMINA WAY 72-144 -	Renew gully grating o/s no. 18	25.22	25.22	Flat 18 is not in our block. This cost needs to be removed from our charges.	Refund	Refund	refund agreed

Year 2003/2004

Unitemised Repairs for Block 89-119

Issue number	JOB NUMBER	ADDRESS	DESCRIPTION	JOB COST	Service Charge cost	Applicants Comments	Respondent's comments	Applicant's Reply	Determination by Tribunal
3	2011288	REPAIRS AMINA WAY 89-119 - Amina Way 89- 119(Od),Yalding Road, Yalding Road, SE16 3UH	blocked drain outside 92.over the front door.	58.06	58.06	Flat 92 is not in our block. Job was raised 2003 and completed 2012.	Refund	Refund	refund agreed
4	2223428	117 Amina Way, London, SE16 3UH	make safe fence outside fed	26.05	26.05	Fencing issues, refer to attached statement of case	Fencing is a block cost and is chargeable	We refer to our statement of case regarding fences and request the issue of the fences t be determined by the Tribunal	Allowed in full as a block cost - see "Fencing" section.
5	2044999	111 Amina Way, London, SE16 3UH	renew 2 posts to fence	28.16	28.16	Fencing issues as above.	Fencing is a block cost and is chargeable	As above	Allowed in full as a block cost - see "Fencing" section.
6	2102764	REPAIRS AMINA WAY 89-119 - Amina Way 89- 119(Od),Yalding Road, Yalding Road, SE16 3UH	renew proven paving o/s nos 90-92 IN PATHWAY order has been cancelled due to incorrect code as per Botes.	31.66	31.66	Flats 90-92 not in our block this should be estate charge. This job was cancelled.	Refund	Refund	refund agreed.

Year 2003/2004  
Unitemised Repairs for Estate

Issue Number	JOB NUMBER	ADDRESS	DESCRIPTION	JOB COST	Service Charge cost	Applicants Comments	Respondent's comments	Applicant's Reply	Determination by Tribunal
7	1993657	REPAIRS ROUEL ROAD ESTATE - Rouel Road Estate, Rouel Road Estate	Confirmation order - make safe perimeter fencing by green at Lucey Way	78.1	78.1	Fencing issues. This appears to be outside estate boundary.	Chargeable - Green area within Estate	Based on the Council's map marked G the repairs appears to be outside the boundary of the estate	Allowed in full. See "Fencing" section.
8	1998500	REPAIRS ROUEL ROAD ESTATE - Rouel Road Estate, Rouel Road Estate	Remove fire tracks and tarmac to level - as per manual sheet	25.73	25.73	Location not known. Repair seems to be an estimate.	Estimate only	We refer to our statement of case and request the issue of estimates to be determined by the tribunal	Allowed in full. See "Estimates" section
9	2040971	REPAIRS ROUEL ROAD ESTATE - Rouel Road Estate, Rouel Road Estate	Repair low perimeter fencing to Lucey Way service road at St James Road	130.24	130.24	Could be duplication. We believe this repair is outside estate boundary.	Service roads are part of estate.	We believe that this fencing is outside the boundary of the estate and it appears to be duplicated with 1992984	Allowed in full. See "Fencing" section.
10	1992984	REPAIRS ROUEL ROAD ESTATE - Rouel Road Estate, Rouel Road Estate	Repair low perimeter fencing at St James Rd	130.24	130.24	Appears to be duplicated as above.	Refund	We believe that this fencing is outside the boundary of the estate and it appears to be duplicated 2040971	refund agreed.

11	2228224	REPAIRS ROUEL ROAD ESTATE - Rouel Road Estate, Rouel Road Estate	Carry out security works to ladders	1128.75	1128.75	Which ladders. No information given by the Council.	Ladders to roof	We believe the ladders should be a block charges	Disallowed. See "Ladders" paragraph.
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Year 2004/2005  
Unitemised Repairs for Block 72-144

Issue number	JOB NUMBER	ADDRESS	DESCRIPTION	JOB COST	Service Charge cost	Applicants Comments	Respondent's comments	Applicant's Reply	Determination by Tribunal
1	238974/1	12 Aylesbury House Friary Estate, Friary Road, London, SE15 1RW	conf order 720 raise job to shut off hot water to cylinder from c/w storage tank	38.34	83.88	This repair was done in 1997 on an estate in Peckham. Needs to be removed from our charges.	Refund	Refund	Refund of £83.88 agreed
2	2522355/1	138 Amina Way, London, SE16 3UW	EXTRA OVER ORDER NO 1987700 SCAFFOLDING WORK - CONF ORDER WORK COMPLETED	132.76	141.39	Queried why the scaffold was left so long, link to 1987700 the previous year.	Works were completed in July 2003. Possible failure to charge correct amount in first place	We request this issue to be determined by the Tribunal and issue of uplift	Allowed in full. See "Uplift", section and paragraph 10-17. Applicants produced insufficient evidence that the scaffolding was left unreasonably long at cost to them.
3	2374968/1	92 Amina Way, London, SE16 3UW	RENEW GATE POST & A SECTION OF FENCE	136.34	145.2	Fencing issue. Please see statement on faces.	Fencing is a block cost and is chargeable	We refer to our statement of case and request the issue of the fences to be determined by the Tribunal	Allowed in full as a block charge. See "Fencing" section.
4	2534449			457.32	457.32	Can't find this repair on the councils spreadsheet	Tank repairs to communal tank for 72-144 Amina Way	Tank issues to be determined by Tribunal	Disallowed. There is no water tank on the subject block. It is connected to the remote water



										tower but that is not the subject of this repair.
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Year 2004/2005  
Unitemised Repairs for Block 89-119

Issue number	JOB NUMBER	ADDRESS	DESCRIPTION	JOB COST	Service Charge cost	Applicants Comments	Respondent's comments	Applicant's Reply	Determination by Tribunal
5	2523632/1	REPAIRS AMINA WAY 89-119 - Amina Way 89- 119(Od), Yalding Road, Yalding Road, SE16 3UH	EXTRA OVER ORDER NO 1409689 ERECT SCAFFOLD TO FACILITATE WORKS - CONF ORDER WORK COMPLETED	74.28	79.11	Location. No information given by the council.	Guttering over 101-103 Amina Way	We refer to our statement of case and request the issue of the fences to be determined by the Tribunal. The uplift is approx 6.5%.	Allowed in full. See "Uplift" section
6	2469102/1	93 Amina Way, London, SE16 3UH	FENCE - REPAIR TIMBER FENCE (NE 5 LM)	54.22	57.74	Fencing issue. Please see statement on faces.	Fencing is a block cost and is chargeable	Fencing and the uplift are both issues to be determined by the Tribunal. The uplift is approx 6.5%	Allowed in full. See "Fencing" and "Uplift" sections
7	2579542/1	REPAIRS AMINA WAY 89-119 - Amina Way 89- 119(Od), Yalding Road, Yalding Road, SE16 3UH	r/g wdws on landings o/s no 116/balcony of no 117	232.13	247.22	What was this repair and what flat was done, 116 not in this block	According to description works carried out outside Flat 116	Flat 116 is not in our block and there is also the issue of the uplift. We request the issues to be determined by the Tribunal.	Allowed in full. The block address is correct the matter has been raised too late to establish if this was a simple error in writing down the flat number. See paragraphs 10- 17 of the decision.

8	2590442/1	REPAIRS AMINA WAY 89-119 - Amina Way 89- 119(Od),Yalding Road, Yalding Road, SE16 3UH	resecure metal gate opps 117 amina on grass area stairwell. gate laying on grass	83.06	88.46	Should be an estate charge	Chargeable - Block stairwell gate is a block cost	We have no stairwell. Metal gate is not in our block and there is also the issue of the uplift. We request the issues to be determined by the Tribunal.	The Respondent conceded this was an estate charge. The uplift is allowed in full. See "Uplift" section.
9	2534443/1	REPAIRS AMINA WAY 89-119 - Amina Way 89- 119(Od),Yalding Road, Yalding Road, SE16 3UH	COLD WATER TANKS AND PIPEWORK - MAINTENANCE - Drain tank, remove debris and clean. Check effectiveness of overflow,ball valve operation, vents and screens, insulation to tank and pipework. Refill tank and disinfect. Drain and flush to waste	457.32	457.32	Location. This job was charged on two different blocks. Tanks are an issue.	Location - 89-119 Amina Way. Loft tank repairs. No further information	We do not have water tanks in lofts in our block.	Disallow. There is no such water tank on the subject blocks and the evidence does not indicate this was a repair to the communal tower water tank.
10	2305062/1	117 Amina Way, London, SE16 3UH	RENEW WINDOWS TO THE ABOVE DWELLING AS PER H/O.	2795.57	2977.28	The windows replaced in this property in 2004 were paid by the leaseholder at that time and should not have been included in the costs to other leaseholders in the block. These costs should be removed from our charges.	The council paid for these windows	We request this issue to be determined by the Tribunal and issue of uplift 6.5%.	Allowed in full. The Applicants evidence was not persuasive that the council did in fact pay for these windows. There was no direct evidence from the lessee in question.
11	2313714/1	REPAIRS ROUEL ROAD ESTATE - Rouel Road	supply estimate to fill in then paint intake cupboard doors in black paint	26.78	28.52	Estimate. No cost incurred.	Cost was incurred. Estimates are part of works so chargeable	We refer to our statement of case and request the	Allowed in full. See "Estimates" and "Uplift" sections.

		Estate, Rouel Road Estate	to all doors					issue of estimates and the uplift to be determined by the Tribunal.	
12	2314928/1	REPAIRS ROUEL ROAD ESTATE - Rouel Road Estate, Rouel Road Estate	Supply estimate to fit horse shoe metal clasps to wooden fences on estate as per walk about	26.78	28.52	Estimate. No cost incurred.	Cost was incurred. Estimates are part of works so chargeable	We refer to our statement of case and request the issue of estimates and the uplift to be determined by the Tribunal.	Allowed in full. See "Estimates" and "Uplift" sections.
13	2362265				175.53	What block 106-111. No information given by the council.	24-148 Lucey Way	We request the issue of the drains to be determined by the Tribunal.	Allowed in full. See paragraphs 10-17.

Year 2004/2005  
Unitemised Repairs for Estate

Issue number	JOB NUMBER	ADDRESS	DESCRIPTION	JOB COST	Service Charge cost	Applicants Comments	Respondent's comments	Applicant's Reply	Determination by Tribunal
14	2442634/1	REPAIRS ROUEL ROAD ESTATE - Rouel Road Estate, Rouel Road Estate	Manual	9869.00	10510.49	Reason for works. Location. No information given by the council	Supply and fit 7 stand pipes including metal cages	Reasons for the works and the location still not known and there is also the issue of the uplift so we request the matters to be determined by the tribunal.	Allowed in full. See paragraphs 10-17 and "Uplift" sections.
15	2436733/1	REPAIRS ROUEL ROAD ESTATE - Rouel Road Estate, Rouel Road Estate	as per quote from inside and out, remove louvre windows and replace with storm sash's to exterior.nnew	2217.23	2361.35	Location. What was this job. Need to see invoices.	Would appear to be works to communal stairwells.	The respondent says it appears to be works to communal stairwell so without any supporting documents we request this issue and that of the uplift to be determined by the Tribunal.	Allowed in full. See paragraphs 10-17. It is now too late for the council to retrieve the quote from Inside Out.
16	2434133				4433.06	As above. Ewelina's comment - presumably: Location. What was this job. Need to see invoices.	Metal works - bins - Rouel Road Estate	Metal works-bins without any supporting documents we request this issue and that of the assumed uplift to be	Allowed in full. See paragraphs 10-17.

								determined by the Tribunal.	
17	2425135/1	33 Amina Way, London, SE16 3UH	33 Amina Way, London, SE16 3UH	154.96	165.03	What work was done. No information given by the council.	Renewal of posts to boundary fence	We believe this to be outside of the boundary issues of uplift to be determined.	Allowed in full. See paragraphs 10-17 and "Fencing" sections.
18	2536678/1	9 Woolstaplers Way, London, SE16 3UT	BOLLARDS Excavate pit in any surface, supply and fix metal locking post, bed and surround in concrete, part backfill with selected excavated material, earthwork support, disposal of surplus excavated material and restoring paved surface to m	87.30	92.97	Increase of 6.5%. Please see attached statement.	Works carried out outside 9 Woolstaplers Way	Issue regarding the uplift of approx 6.5%	Allowed in full. See "Uplift" section.
19	2497189/1	REPAIRS CADBURY WAY 79-113 - Cadbury Way 79-113(Od), Yalding Road, Yalding Road, SE16 3XA	103/149 tarmac walkway as per quote	17352.08	18479.97	Information on council spreadsheet does not correspond to the actual block numbers charged for. Also, we don't have contractor invoices for these walkways but we have been charged an uplift of the job cost by 6.5%	Description says it's the correct addresses	The information on the Council's spreadsheet does not correspond to the actual block numbers charged for regarding the walkways so although the Council say it is the correct address we	Allowed in full. The block address is correct. See paragraphs 10-17.

									request this issue and that of the uplift to be determined by the Tribunal.	
19	2497205/1	REPAIRS CADBURY WAY 43-77 - Cadbury Way 43- 77(Od),Yalding Road, Yalding Road, SE16 3UZ	1 to 53 renew tarmac to walkway as per quote	13840.78	14740.43	Information on council spreadsheet does not correspond to the actual block numbers charged for. Also, we don't have contractor invoices for these walkways but we have been charged an uplift of the job cost by 6.5%	Description says it's the correct addresses	As above.	Allowed in full. The block address is correct. See paragraphs 10-17.	
19	2489751/1	REPAIRS CADBURY WAY 43-77 - Cadbury Way 43- 77(Od),Yalding Road, Yalding Road, SE16 3UZ	66/89 renew tarmac as per quote	18759.00	19978.34	Information on council spreadsheet does not correspond to the actual block numbers charged for. Also, we don't have contractor invoices for these walkways but we have been charged an uplift of the job cost by 6.5%	Description says it's the correct addresses	As above.	Allowed in full. The block address is correct. See "Preliminary Issues" section.	
19	2489677/1	REPAIRS CADBURY WAY 2-108 - Cadbury Way 2- 108(Ev),Yalding Road, Yalding Road, SE16 3XB	20/36 cadbury renew tarmac as per quote	12285.00	13083.53	Information on council spreadsheet does not correspond to the actual block numbers charged for. Also, we don't have contractor invoices for these walkways but we have been charged an uplift of the job cost by 6.5%	Description says it's the correct addresses	As above.	Allowed in full. The block address is correct. See paragraphs 10-17.	

19	2497215/1	REPAIRS WOOLSTAPLERS WAY 31-59 - Woolstaplers Way 31-59(Od), Yalding Road, Yalding Road, SE16 3UT	32 to 52 renew tarmac as per quote	16774.88	17865.25	Information on council spreadsheet does not correspond to the actual block numbers charged for. Also, we don't have contractor invoices for these walkways but we have been charged an uplift of the job cost by 6.5%	Description says it's the correct addresses	As above.	Allowed in full. The block address is correct. See paragraphs 10- 17.
19	2489339/1	REPAIRS CADBURY WAY 1-41 - Cadbury Way 1- 41(Od), Yalding Road, Yalding Road, SE16 3UZ	Measured work external	18753.00	19971.95	Information on council spreadsheet does not correspond to the actual block numbers charged for. Also, we don't have contractor invoices for these walkways but we have been charged an uplift of the job cost by 6.5%	Description says it's the correct addresses	As above.	Allowed in full. The block address is correct. See paragraphs 10- 17.



Year 2005/2006  
Unitemised Repairs for Block 72-144

Issue number	JOB NUMBER	ADDRESS	DESCRIPTION	JOB COST	Service Charge cost	Applicant's Comments	Respondent's comments	Applicant's Reply	Determination by Tribunal
1	2755547/1	132 Amina Way, London, SE16 3UW	confirmation order for windows fitted before christmas	2200	2200	Location and guarantee for the windows required. What windows were fitted. We need to see contractor invoices.	No further information, but tenant lived there since 2004 would know which ones and would have guarantee.	We request this issue to be determined by the tribunal because the council say there is no further information. They are also implying that we should go and ask the tenant as they would know which windows were fitted and would also have the guarantees. We claim that it is the council's responsibility to obtain and keep the guarantees in case the windows become faulty before end of guarantee.	Allowed in full. See "Windows" section.
2	2485160/1	Flat 4, Eglinton Court, Lorrimore Road, London, SE17 3LY	renew hot tap in kitchen	48.03	48.03	Location. No information given by the council.	Refund	Refund	Refund agreed

3	2590490/1	118 Amina Way, London, SE16 3UW	supply costs to renew 118/119 fences around front of flats	25.41	25.41	Estimate. We also have issues regarding fences. Please see attached statement.	Cost was incurred. Estimates are part of works so chargeable	We refer to our statement of case and request the issue of estimates to be determined by the tribunal.	Allowed in full. See "Estimates" section.
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Year 2005/2006  
Unitemised Repairs for Block 89-119

Issue number	JOB NUMBER	ADDRESS	DESCRIPTION	JOB COST	Service Charge cost	Applicants Comments	Respondent's comments	Applicant's Reply	Determination by Tribunal
4	2895835/1			109.02	109.02	Location. No information given by council. Tanks are an issue.	Tank by pass works o/h of WC and other plumbing works at 99 Amina Way	We request the Tribunal to determine this issue because we believe this is supposed to be internal works and no information on spreadsheet.	Refund agreed – this is an internal repair
5	2795587/1	REPAIRS AMINA WAY 89-119 - Amina Way 89-119(Od), Yalding Road, Yalding Road, SE16 3UH	overflow running outside of flat 116 into the communal garden	56.61	56.61	Flat 116 not in our block.	Refund	Refund	Refund agreed
6	2686940			55.64	55.64	Location not known. Not in the spreadsheet	Blocked drain to balcony at 119 Amina Way	We request the Tribunal to determine this issue because it appears to be a duplication of order 2685945/1	Allowed in full. See paragraphs 10-17.

Year 2005/2006  
Unitemised Repairs for Estate

Issue number	JOB NUMBER	ADDRESS	DESCRIPTION	JOB COST	Service Charge cost	Applicants Comments	Respondent's comments	Applicant's Reply	Determination by Tribunal
7	2626655			180	180	What was this repair. No information given by the council.	Additional costs to 2625473 - no ball game signs on estate.	This is related to invoice 2625473	Refund agreed See paragraphs 10-17
8	2625473/1	REPAIRS ROUEL ROAD ESTATE - Rouel Road Estate, Rouel Road Estate	no ball games signs to be fitted on the estate.	2220	2220	Location and how many. Information not given by the council.	No further information, This would have been as per instructions of housing officer and possibly tenant's representative	We request this issue to be determined by the Tribunal because the costs seem unreasonable as we don't know how many signs involved we have no information as to why the signs were necessary.	Allowed in full. See paragraphs 10-17
9	2928539/1	No Record		1075.76	1075.76		lworld printout provided on the 2nd day of the hearing	In the absence of any records we request this issue to be determined by the Tribunal because we believe that these cost have been duplicated.	Allowed in full. The iWorld record was produced at the hearing and provided sufficient support for the expenditure. The same works had been

									carried out on two different blocks.
10	2928525/1	REPAIRS WOOLSTAPLERS WAY 2-160 - Woolstaplers Way 2-160(Ev), Yalding Road, Yalding Road, SE16 3UR	confirmation order health and safety works to estate trip hazards	1075.76	1075.76	As above. The Council say they have no record of the above job.		In the absence of any records we request this issue to be determined by the Tribunal because we believe that these cost have been duplicated.	Allowed in full. The iWorld record was produced at the hearing and provided sufficient support for the expenditure. The same works had been carried out on two different blocks.

Year 2006/2007

Unitemised Repairs for Block 72-144

Issue number	JOB NUMBER	ADDRESS	DESCRIPTION	JOB COST	Service Charge cost	Appl. comments	Respondent's comments	Applicant's Reply	Determination by Tribunal
1	3143301			25.09	25.09	Which flat. No information given by the council.	Repair window - 108 Amina Way	We request these 5 repairs to be determined by the tribunal as the Respondents have failed to comment on them	Allowed in full - council produced sufficient details of the job orders. See paragraphs 10-17.
2	3231826			46.48	46.48	Which flat. No information given by the council.	Repair window - 102 Amina Way	As above.	Allowed in full - council produced sufficient details of the job orders. See paragraphs 10-17.
3	3233090			46.48	46.48	Which flat. This order could be a duplication as above.	Repair another window & new lock to window - 102 Amina Way	As above.	Allowed in full - council produced sufficient details of the job orders. See paragraphs 10-17.
4	2979569			73.76 304.82	73.76 304.82	Which flat. Location not given	New front door and frame - 122 Amina Way	As above.	Allowed in full - council produced sufficient details of the job orders. See paragraphs 10-17.
5	3276479			299.09	299.09	Which flat. What is this repair. No information given by the council.	Plastering works, new door & sink top, Kitchen waste works - 96 Amina Way	As above.	Disallowed. These were internal works and not recoverable as a service charge.

6	2979575			68.95	68.95	Which flat. No information given by the council.	Reputty and rebead window of door - 122 Amina Way	We request these 6 repairs to be determined by the tribunal as the Respondents have failed to comment on them	Allowed in full. The Council produced sufficient details of the job orders. See paragraphs 10-17.
7	2999827			52.71	52.71	Which flat. No information given by the council.	Blocked drainage pipe over front path - 92 Amina Way	As above.	Allowed in full. The Council produced sufficient details of the job orders. See paragraphs 10-17.
8	3004450			297.38	297.38	Which flat. No information given by the council.	Works to balcony door - 138 Amina Way	As above.	Allowed in full. The Council produced sufficient details of the job orders. See paragraphs 10-17.
9	3085182			64.43	64.43	Which flat. No information given by the council.	Board up window - 96 Amina Way	As above.	Allowed in full. The Council produced sufficient details of the job orders. See paragraphs 10-17.
10	3100013			42.25	42.25	Which flat. No information given by the council.	Make safe balcony door - 112 Amina Way	As above.	Allowed in full. The Council produced sufficient details of the job orders. See paragraphs 10-17.

11	3103397			299.09	299.09	Which flat. No information given by the council.	Renew external door - 112 Amina Way	As above.	Allowed in full. The Council produced sufficient details of the job orders. See paragraphs 10-17.
12	3232987/1	104 Amina Way, London, SE16 3UW	s/f new fence	1114.65	1114.65	Why is this repair listed over 6 jobs. Why are all the properties costs the same when the fencing is all different. We find these costs very suspicious. We need to see the contractors invoices and guarantees.	Fencing is a block cost and is chargeable	We request the Tribunal to determine the issue of fencing and the issue of no invoices or guarantees for these works.	Allowed in full as block charge. See "Fencing" section.
13	3233001/1	106 Amina Way, London, SE16 3UW	s/f fence	1114.65	1114.65	As above. Fencing work.	Fencing is a block cost and is chargeable	As above.	Allowed in full as block charge. See "Fencing" section.



Year 2006/2007

Unitemised Repairs for Block 89-119

Issue number	JOB NUMBER	ADDRESS	DESCRIPTION	JOB COST	Block Charge	Applicant's Comments	Respondent's comments	Applicant's Reply	Determination by Tribunal
14	3214200/1	REPAIRS AMINA WAY 89-119 - Amina Way 89- 119(Od), Yalding Road, Yalding Road, SE16 3UH	Please unblock drain pipe outside front door of flat 100.	53.02	53.02		Refund	Refund	Refund agreed
15	3232978/1	103 Amina Way, London, SE16 3UH	s/f new fence	1114.65	1114.65			We request the Tribunal to determine the issue of fencing and the issue of no invoices or guarantees for these works.	Allowed in full as a block charge. See "Fencing" section
16	3233007/1	109 Amina Way, London, SE16 3UH	s/f new fence	1114.65	1114.65	As above. Fencing work.	Fencing is a block cost and is chargeable	As above.	Allowed in full as a block charge. See "Fencing" section
17	3233014/1	111 Amina Way, London, SE16 3UH	s/f new fence	1114.65	1114.65	As above. Fencing work.	Fencing is a block cost and is chargeable	As above.	Allowed in full as a block charge. See "Fencing" section.
18	3263316/1	105 Amina Way, London, SE16 3UH	comm rep r/n fence	989.82	989.82	As above. Fencing work.	Fencing is a block cost and is chargeable	As above.	Allowed in full as a block charge. See "Fencing" section.

Year 2006/2007  
Unitemised Repairs for Estate

Issue Number	JOB NUMBER	ADDRESS	DESCRIPTION	JOB COST	Service Charge cost	Applicants Comments	Respondent's comments	Applicants Reply	Determination by Tribunal
19	2986500/1	REPAIRS MARKET PLACE 14-23 - Market Place 14-23, Blue Anchor Lane, Blue Anchor Lane, SE16 3UQ	drain work in car park behind coop	444	444	What was this drain work. We have issues regarding the blue car park. Please see attached statement.	The Car park is within estate boundaries and chargeable	We refer to our statement of case and request the Tribunal to determine the issue of the car park.	20% of expenditure recoverable as a reasonable service charge. See "Blue Car Park" section
20	3153842			271.97	271.97	We have been given no information what these repairs are or where they were done	1-35 Drappers Way - various repairs to Rouel Road	We request this issue to be determined because there is no contractor's invoice or guarantee.	Allowed in full. Properly recoverable as an estate charge. See paragraphs 10-17.
21	3232745			278.94	278.94	We have been given no information what these repairs are or where they were done	Lucey Way - Make safe fences all over the estate. Fencing is a block cost and is chargeable	We refer to our statement of case and request the Tribunal to determine the issue of fences.	Allowed in full See "Fencing" section. There appears to be no dispute in fact that this is an estate charge, since this is how it has been charged in this instance.

22	3260518/1	REPAIRS ROCK GROVE WAY 43- 60 - Rock Grove Way 43- 60,St James's Road, St James's Road, SE16 3UB	Supply and fit railing opposite end to main entrance ROCK GROVE WAY 43- 60 - Rock Grove Way 43-60,St James's Road, St James's Road, SE16 3UB	1050	1050	We asked for the invoices and survey reports. No information given by the council.	No further information - No invoices	We request the Tribunal to determine these costs because the Respondents have still not provided the invoices and survey reports that recommended these works.	Allowed in full. See paragraphs 10-17.
23	3260509/1	REPAIRS ROCK GROVE WAY 43- 60 - Rock Grove Way 43- 60,St James's Road, St James's Road, SE16 3UB	Supply and fit railing next to main entrance ROCK GROVE WAY 43- 60 - Rock Grove Way 43-60,St James's Road, St James's Road, SE16 3UB	2012.5	2012.5	As above. We asked for the invoices and survey reports. No information given by the council.	No further information - No invoices	As above.	Allowed in full. Properly recoverable as an estate cost. See paragraphs 10-17.
24	3260528/1	REPAIRS ROCK GROVE WAY 43- 60 - Rock Grove Way 43- 60,St James's Road, St James's Road, SE16 3UB	Install spinners to wall around garden area ROCK GROVE WAY 43- 60 - Rock Grove Way 43-60,St James's Road, St James's Road, SE16 3UB	8012.5	8012.5	As above. We asked for the invoices and survey reports. No information given by the council.	No further information - No invoices	As above.	Allowed in full. Properly recoverable as an estate cost for the 3 separate job orders raised.

25	5501241325			14080	14080	<p>We asked the council for the contractors invoices and the survey reports for these 8 jobs which total £109,520.00. The council have told us they have no record of any of these jobs. We believe if the council know nothing of these jobs the cost needs to be</p>	<p>Manufacturing and installing hair pin railings at Lucey Way between numbers 116-127 and 125-155 Lucey Way . Remove and cart away old timber rails and manufacturing and installing hair pin railings</p>	<p>Hair pin railings. We request the Tribunal to determine this matter because the Respondents have spent £109,520.22 and have still not provided the invoices and survey reports that recommended these works. 5501257459+5501257457 We request the Tribunal to determine these costs because the Respondents have still not provided the invoices and survey reports that recommended these works.</p>	<p>Upon inspection and consideration of the evidence, the tribunal is satisfied that a some of these railings were constructed outside of the estate boundary, and some do not even serve the estate, but rather demarcate the public highway from the public park. Whilst the Applicants presented no necessary measurements or evidence that work was unreasonably expensive, the tribunal finds that 15% of expenditure is not payable as a service charge under the terms of the leases. See "Fencing" section.</p>
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25	5501241327			20240	20240	We asked the council for the contractors invoices and the survey reports for these 8 jobs which total £109,520.00. The council have told us they have no record of any of these jobs. We believe if the council know nothing of these jobs the cost needs to be	Manufacturing and installing hair pin railings at Lucey Way between numbers 116-127 and 125-155 Lucey Way . Remove and cart away old timber rails and manufacturing and installing hair pin railings	As above.	As item above, 15% disallowed.
25	5561241334			8272	8272	We asked the council for the contractors invoices and the survey reports for these 8 jobs which total £109,520.00. The council have told us they have no record of any of these jobs. We believe if the council know nothing of these jobs the cost needs to be	Manufacturing and installing hair pin railings at Lucey Way between numbers 116-127 and 125-155 Lucey Way . Remove and cart away old timber rails and manufacturing and installing hair pin railings	As above.	As item above, 15% disallowed.
25	5501241337			7744	7744	We asked the council for the contractors invoices and the survey reports for these 8 jobs which total £109,520.00. The council have told us they have no record of any of these jobs. We believe if the council know nothing of these jobs the cost needs to be	Manufacturing and installing hair pin railings at Lucey Way between numbers 116-127 and 125-155 Lucey Way . Remove and cart away old timber rails and manufacturing and installing hair pin railings	As above.	As item above, 15% disallowed.

25	5501241331			8800	8800	We asked the council for the contractors invoices and the survey reports for these 8 jobs which total £109,520.00. The council have told us they have no record of any of these jobs. We believe if the council know nothing of these jobs the cost needs to be	Manufacturing and installing hair pin railings at Lucey Way between numbers 116-127 and 125-155 Lucey Way . Remove and cart away old timber rails and manufacturing and installing hair pin railings	As above.	As item above, 15% disallowed.
25	5501244725			12720	12720	Removing broken glass to balcony balustrades and fitting perforated steel sheet panels	Manufacturing and installing hair pin railings at Lucey Way between numbers 116-127 and 125-155 Lucey Way . Remove and cart away old timber rails and manufacturing and installing hair pin railings	As above.	Council agreed at the hearing to remove this from charges-refund.
25	5501257459			16368	16368	We asked the council for the contractors invoices and the survey reports for these 8 jobs which total £109,520.00. The council have told us they have no record of any of these jobs. We believe if the council know nothing of these jobs the cost needs to be	Manufacturing and installing hair pin railings at Lucey Way between numbers 116-127 and 125-155 Lucey Way . Remove and cart away old timber rails and manufacturing and installing hair pin railings	As above.	As item above, 15% disallowed.

25	5501257457			21296	21296	We asked the council for the contractors invoices and the survey reports for these 8 jobs which total £109,520.00. The council have told us they have no record of any of these jobs. We believe if the council know nothing of these jobs the cost needs to be	Manufacturing and installing hair pin railings at Lucey Way between numbers 116-127 and 125-155 Lucey Way . Remove and cart away old timber rails and manufacturing and installing hair pin railings	As above.	As item above, 15% disallowed.
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Year 2007/2008

Unitemised Repairs for Block 72-144

Issue number	JOB NUMBER	ADDRESS	DESCRIPTION	JOB COST	Service Charge cost	Applicants Comments	Respondent's comments	Applicant's Reply	Determination by Tribunal
1	3459898/1	120 Amina Way, London, SE16 3UW	As per report dated 14/09/07 new FED required C160I X1	330.83	330.83	We need to see the contractors invoices and the guarantees for this job.	Renew front external door - 120 Amina way		Allowed in full. The Applicants relied on hearsay evidence concerning this repair. The tribunal is satisfied with the evidence on the iWorld system.
2	3338602/1	142 Amina Way, London, SE16 3UW	Renew external entrance door	600.11	312.68	We need to see the contractors invoices and the guarantees for this job, and we need to check the price change.	Renew external door - 142 Amina way	We request the Tribunal to determine this issue because the work was never carried out and it also appears to be duplication.	Disallowed. This was Mr Bryant's flat but he gave evidence this work was not done to his flat. Whereas it might be a simple typographical error in recording the flat number, the tribunal could not be satisfied in which block this work was carried out.
3	3544880			62.37	0 (insurance)	Location. What was this repair. Location not given by the council.	Reglaze living room window - 96 Amina Way		All expenditure paid by insurance - no service charge.



4	3579854/1	142 Amina Way, London, SE16 3UW	Repair external/kitchen door frame wood	312.68	312.68	This repair did not happen, the address for this repair is one of the applicants properties. The cost of this repair needs to be removed from our charges.	Renew front external door to Flat 142	We request the Tribunal to determine this issue because the work was never carried out.	Disallowed. Mr Bryant said this work was not done to his flat. See item 2 above.
5	3492346/1	98 Amina Way, London, SE16 3UW	Completely replace s/f new fence - RemovingAny size or type of fencing including breaking out foundations and filling voids	454.1	454.1	We have issues with fencing repairs. Please refer to attached statement.	Fencing is a block cost and is chargeable	We refer to our statement of case and request the Tribunal t determine the issue of fencing.	Allowed in full as a block cost - see "Fencing" section.
6	3267187/1	102 Amina Way, London, SE16 3UW	renew kitchen with upvc design. wooden window not required	549.13	549.13	Why was a wood window not required, only PVC wanted.	No further information but may be that a major works contract was to install UPVC windows in the future	We request the Tribunal to determine this issue.	Allowed in full. The leaseholders' case was based merely on the comment on iWorld that a wooden window was not required. There was no substantive case raised and it was far too late to investigate. See paragraphs 10-17.
7	3550738			465.52	465.52	Location, No information given by the council.	Renew window - 96 Amina Way	No invoices. We request the Tribunal to determine this issue.	Allowed in full. The evidence on iWorld of the 3 items comprising this expenditure was sufficient.

Year 2007/2008  
Unitemised Repairs for Block 89-119

Issue number	JOB NUMBER	RESS	DESCRIPTION	JOB COST	Service Charge cost	Applicants Comments	Respondent's comments	Applicant's Reply	Determination by Tribunal
8	3598824			79.73	79.73	Location, no information on spreadsheet.	Inspect roof leak - 107 Amina Way	We request the tribunal to determine this issue as this roof leak was not at number 107. It was in Lucey Way above the garages.	Disallowed. The tribunal accepted oral evidence from the leaseholder of flat 107 that she reported this leak only, but it was not to her block and should not have been so charged.
9	3303260	42 Wilmot Close, London, SE15 6UA	Gas Inspection/Service; District Dwelling Gas Check 2002/3 Copy L/C to be forwarded to STS Debnams Road.	78.49 11.70	78.49	Location of this work is a property in SE15 6UA carried out in August 2002.	Jetting drains to clear blockage outside Flat 105 Amina Way	We request the Tribunal to determine this issue because there is confusion over the addresses and there has been uplift of approx 5.71%	Allowed in full. See paragraphs 10-17 and "Uplift" section.
10	3386311/1	REPAIRS AMINA WAY 89-119 - Amina Way 89-119(Od), Yalding Road, Yalding Road, SE16 3UH	m/good uneven paving o/s nos 103-104	181.53	181.53	104 not in our block this should be estate charge.	Refund	Refund	refund agreed

11	<b>3338912/1</b>	99 Amina Way, London, SE16 3UH	Make safe/minor repairs wooden fences	33.14	33.14	Fencing issues, refer to attached statement of case.	Fencing is a block cost and is chargeable	We request the Tribunal to determine the issue of fencing.	Allowed in full as a block cost. See "Fencing" section.
12	<b>3372313/1</b>	91 Amina Way, London, SE16 3UH	Wooden gate is moving to one side, which is causing the fence to move. Please fix and repair.	21.17	21.17	Fencing is an issue.	Fencing is a block cost and is chargeable	As above.	Allowed in full as a block cost. See "Fencing" section.
13	<b>3444078</b>			60.97	60.97	These 2 works orders are for the same flat. Invoices not on the spreadsheet, overflow from 111 into flat 95 repaired 30/08/07. Overflow from 111 into flat 95 repaired 31/08/07. Overflow can only flow into one flat, also why wasn't it repaired first time o	Agreed. First raised on Flat 95 but repair was to Flat 93 so first order not cancelled.	We request the Tribunal to determine this issue of these two repairs because of confusion over the first repair being cancelled. The Council agreed with our comments yet they have not agreed a refund.	A refund of one of these two works orders was agreed by the council.

Year 2007/2008  
Unitemised Repairs for Estate

Issue number	JOB NUMBER	ADDRESS	DESCRIPTION	JOB COST	Service Charge cost	Applicants Comments	Respondent's comments	Applicant's Reply	Determination by Tribunal
15	3298802/1	REPAIRS ROCK GROVE WAY 43-60 - Rock Grove Way 43-60, St James's Road, St James's Road, SE16 3UB	comm rep mc carry out works for tarmac in garden area (tripping hazard)	5900.81	5900.81	What work was done and what garden. We need to see contractors invoices.	Tarmac in garden area on estate. Tripping hazard 43-60 Rock Grove Way	3298802+3273370 We request the Tribunal to determine this issue because the Respondents have not provided any contractors invoices.	Allowed in full. This is unlikely to refer to a private garden, and the tribunal is satisfied it refers to a garden area of the estate.
16	3273370/1	REPAIRS ROCK GROVE WAY 43-60 - Rock Grove Way 43-60, St James's Road, St James's Road, SE16 3UB	carry out works to walkways/s.housing unit as per walkabout	1110	1100	What work was done. And for what walkways for these 7 repairs.	Asphalt works to walkways as per walkabout 43-60 Rock Grove Way	As above.	Allowed in full. The iWorld records are sufficient to support the expenditure.
17	3586433/1	REPAIRS DRAPPERS WAY 1-35 - Drappers Way 1-35, St James's Road, SE16 3UA	as per aho - Would you please raise an order to provide an estimate to extend the yellow lines outside garage 2 Drappers Way. Please contact	31.89	31.89	Estimate. No cost incurred. Please see attached statement.	Cost was incurred. Estimates are part of works so chargeable	We refer to our statement of case and request the Tribunal to determine the issue of estimates.	Allowed in full. See "Estimates" section.

			Bermondsey Area office for exact location						
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Year 2008/2009

Unitemised Repairs for Block 72-144

Issue number	JOB NUMBER	ADDRESS	DESCRIPTION	JOB COST	Service Charge cost	Applicant's Comments	Respondent's comments	Applicant's Reply	Determination by Tribunal
1	3791154/1	124 Amina Way, London, SE16 3UW	Renew casement window section and glaze to rear bedroom	150.99	150.99	This window was removed again 1 year later and replaced we should not have been charged for this repair.	Only a section of the window was renewed and reglazed - Flat 124	We request the Tribunal to determine this issue because the window was removed again 1 year later and should be covered by the guarantee.	Allowed in full. See "Windows" section.
2	3953156/1	132 Amina Way, London, SE16 3UW	Renew wood/upvc window fittings/handle varied to include patch repair to frame c680	127.19	127.19	As above	Patch repaired and new fittings - Flat 132	As above.	Allowed in full. See "Windows" section.
3	3631247/1	124 Amina Way, London, SE16 3UW	Renew Wooden Window Frame as suggested by Operative attended on (3618131/1)	755.42	755.42	These windows were again taken out and replaced just over a year later. We very much need to see the contractors invoices and guarantees.	This was renewal of a window - Flat 124	As above.	Allowed in full. See "Windows" section.
4	3660039/1	110 Amina Way, London, SE16 3UW	renew wooden window to rear bedroom.	587.41	587.41	These windows were again taken out and replaced just over a year later. We very much need to see the contractors invoices and guarantees.	This was for renewal of rear bedroom window - Flat 110	We request the Tribunal to determine this issue because the window was removed again 1 year later and should be covered by the guarantee.	Allowed in full. See "Windows" section.

5	3648887			312.68	312.68	Location no information given.	New front external door - 136 Amina way		Allowed in full. The iWorld record was sufficient evidence to support the expenditure.
6	3710168/1	98 Amina Way, London, SE16 3UW	further works to remove damaged fence and renew	292.22	292.22	This property had a complete fence renewed in April and then again in June. See statement for fencing.	Fencing is a block cost and is chargeable	We refer to our statement of case and request the Tribunal to determine the issue of fences.	Allowed in full as a block cost. See "Fencing" section.

Year 2008/2009

Unitemised Repairs for Block 89-119

Issue number	JOB NUMBER	ADDRESS	DESCRIPTION	JOB COST	Service Charge cost	Applicants Comments	Respondent's comments	Applicant's Reply	Determination by Tribunal
7	3772579/1	REPAIRS AMINA WAY 89-119 - Amina Way 89-119(Od),Yalding Road, Yalding Road, SE16 3UH	As per AHO Please could you attend and put padlock on railings (outside 111 Amina Way), to prevent dogs from entering the green area. Thanks	29.99	29.99	This should be an estate charge	Refund - should be estate charge	Refund - should be estate charge	agreed that this should be refunded as a block charge and should be an estate charge.
8	3958339/1	REPAIRS AMINA WAY 89-119 - Amina Way 89-119(Od),Yalding Road, Yalding Road, SE16 3UH	PLEASE TRACE AND REMEDY BLOCKAGE IN MAIN DRAIN EXTERNAL ONLY AS LEASEHOLDER AT FLAT 117 IS GETTING A REALLY BAD SMELL IN HIS PROP	67.07	67.07	This should be an estate charge and where is the drain?	This was affecting leaseholder at Flat 117	We refer to our statement of case and request the Tribunal to determine the issue of fences.	Allowed in full as a block charge - likely to be a drain appertaining to flat 177
9	3805354/1	115 Amina Way, London, SE16 3UH	renew front fence and gate complete	428.09	428.09	Fencing issue	Fencing is a block cost and is chargeable	As above.	Allowed in full as a block charge. See "Fencing" section.
10	3669095/1	REPAIRS AMINA WAY 89-119 - Amina Way 89-119(Od),Yalding Road, Yalding Road, SE16 3UH	follow on relating to 108 Amina way	345.79	345.79	Fencing issue	Fencing is a block cost and is chargeable	We request the Tribunal to determine this issue because these repairs were in another block.	Allowed in full as a block charge - See "Fencing" section.



Year 2008/2009  
Unitemised Repairs for Estate

Issue number	JOB NUMBER	ADDRESS	DESCRIPTION	JOB COST	Service Charge cost	Applicants Comments	Respondent's comments	Applicant's Reply	Determination by Tribunal
11	3681186/1	REPAIRS LUCEY WAY 73-99 - Lucey Way 73- 99(Od),St James's Road, St James's Road, SE16 3UD	remove the low wall on the green outside no. 99 Lucey way..TRA and SASBU are supporting this request. as per HO	31.02	31.02	estimate. No cost incurred. Please see attached statement.	Cost was incurred. Estimates are part of works so chargeable	We refer to our statement of case and request the issue of estimates to be determined by the Tribunal.	Allowed in full. See "Estimates" section.
12	3688059/1	REPAIRS LUCEY WAY 73-99 - Lucey Way 73- 99(Od),St James's Road, St James's Road, SE16 3UD	carry out work as per quote - 5130 -	785.43	785.43	Location. What work was done. The council has given us no information on this work.	Repaving works at 73-99 Lucey Way		Allowed in full. The description on lworld was sufficient to support he expenditure.
13	4024769/1	REPAIRS MARKET PLACE 14- 23 - Market Place 14- 23,Blue Anchor Lane, Blue Anchor Lane, SE16 3UQ	attn joe turner renew communal gate between shops must be self closing mortice lock on out side snib inside	32.7	32.7	estimate. No cost incurred. Please see attached statement.	Cost was incurred. Estimates are part of works so chargeable	We refer to our statement of case and request the issue of estimates to be determined by the Tribunal.	Allowed in full. See "Estimates" section.

Year 2009/2010  
Unitemised Repairs for Block 72-144

Issue number	JOB NUMBER	ADDRESS	DESCRIPTION	JOB COST	ServiceCharge cost	Applicants Comments	Respondent's comments	Applicant's Reply	Determination by Tribunal
1	4116940/1	128 Amina Way, London, SE16 3UW	please can you remedy rotten frame work around window as it is begging to come away from the window. thank you	32.15	32.15	If these windows were replaced in June 09 then they were ripped out again 6 months later and replaced again on major works these costs need to be removed from our charges.	This was for minor works & report - Flat 128	We request the Tribunal determines this issue because the window was removed and replaced again on major works.	Amount allowed in full. See paragraph "Estimates"
2	4125330/1	128 Amina Way, London, SE16 3UW	as per report renew wooden window that is rotten	678.62	678.62	If these windows were replaced in June 09 then they were ripped out again 6 months later and replaced again on major works these costs need to be removed from our charges.	New window reported complete 6 July 2009 - Flat 128	As above.	Amount allowed in full. See paragraph "Windows and Doors"
3	4157215/1	110 Amina Way, London, SE16 3UW	bedroom window (wooden) is unsafe falling out the frames - please remedy	47.35	70.04	as above	Board up window and make safe - Flat 110	As above.	Amount allowed in full. See paragraph "Uplift"
4	4161477/1	No Record		89.79	89.79	Council say they have no record of these repairs, they need to be removed from our charges.	Make good works to front external door o/h back door work - 134 Amina Way	We request the Tribunal to determine this issue.	Amount allowed in full. On the balance of probabilities the IWorld record is sufficient evidence to support the expenditure on door repairs

5	4161477/2	No Record		179.58	179.58	Council say they have no record of these repairs, they need to be removed from our charges.	Codes missing from previous order - 134 Amina Way	We request the Tribunal to determine this issue.	Amount allowed in full. On the balance of probabilities, the IWorld record is sufficient evidence to support the expenditure
6	4174284/1	112 Amina Way, London, SE16 3UW	Renew catches on 2 bedroom windows	378.8	350.22	These windows were replaced again after 6 months.	Renew catches to 2 bedroom windows - Flat 112	We request the Tribunal to determine this issue because we feel that these should have been covered by the guarantee and there is also an uplift of approx 48%.	Amount of £350.22 allowed (£210 of the total cost including uplift having been reccredited as an overcharge). See "Windows and Doors" ad "Uplift" paragraphs.
7	4177918/1	134 Amina Way, London, SE16 3UW	upvc door bck door lock cannot close and there is a big gap in the door. pls make safe and report findings	121.4	179.58	Doors were replaced same time as above.	Board up door & make safe - Flat 134	We request the Tribunal to determine this issue because we feel that these should have been covered by the guarantee because the doors were replaced same time as above. There is also an uplift of approx 48%.	Amount allowed in full. See "Windows and Doors" and "Uplift" paragraphs.

8	4108144/1	134 Amina Way, London, SE16 3UW	4106715/1 - new door furniture needed to UPVC door and letter box.	84.83	84.83	Fitted new door furniture which was removed and replaced 6 months later.	Repairs were carried out by out of hours call out - possible break in.- Flat 134	We request the Tribunal to determine this issue because if it was a break in then it should have been covered by insurance	Amount allowed in full. On the balance of probabilities, this modest expenditure was reasonable and payable for an out of hours service. See "Windows and Doors" paragraph.
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Year 2009/2010

Unitemised Repairs for Block 89-119

Issue number	JOB NUMBER	ADDRESS	DESCRIPTION	JOB COST	Charge cost	Applicants Comments	Respondent's comments	Applicant's Reply	Determination by Tribunal
9	4082829			51.08	51.08	Location. Also fencing an issue.	Front gate of 99 Amina way - Gate causing tenant physical problems	We request the Tribunal to determine the issue of fences.	Amount allowed in full. See "Fencing" paragraph.
10	4114469/1	REPAIRS AMINA WAY 89-119 - Amina Way 89-119(Od), Yalding Road, Yalding Road, SE16 3UH	repair Cracked loose paving slab by drain Outside 90 amina Way	38.17	38.17	Flat 90 is not in our block. Should this be an estate charge?	Refund	Refund	Refund agreed.
11	4114478/1	REPAIRS AMINA WAY 89-119 - Amina Way 89-119(Od), Yalding Road, Yalding Road, SE16 3UH	unblock Blocked Drain Hopper outside 110 amina Way - 1st floor	31.81	31.81	Flat 110 not in our block	Refund	Refund	Refund agreed.
12	4198870/1	REPAIRS AMINA WAY 89-119 - Amina Way 89-119(Od), Yalding Road, Yalding Road, SE16 3UH	Please supply Estimate to replace barrier with a gallows gate which the Emergency services would have access to with a FB1 lock and key. This will solve the problem of the kids removing	22.51	33.3	This is an estimate. This charge should be removed.	Cost was incurred. Estimates are part of works so chargeable	We refer to our statement of case and request the Tribunal to determine the issue of estimates and the uplift of approx 48%	The Council agreed this was an estate charge. Allowed in full as estate charge - see "Estimates" and "Uplift" paragraphs.

			this. As per (Hsg)						
13	4211427/1	REPAIRS AMINA WAY 89-119 - Amina Way 89- 119(Od), Yalding Road, Yalding Road, SE16 3UH	As per Estimate No 7106: To supply and fit new gallows gate constructed from 50 x 50 x 5mm RHS and hung on 3 No. 100x 100x5mm rhs posts. Gate to be locked with FB1 lock and finished in black gloss. As per (Hsg)	962.4	1423.66	This should be an estate charge.	Chargeable - Block Cost	We request the Tribunal to determine this issue because the Respondents are claiming that this is a block charge when it clearly isn't. There is also an uplift of approx 48%.	The Council agreed this was an estate charge. Allowed in f"Estimates" and "Uplift" paragraphs
14	4211333/1	99 Amina Way, London, SE16 3UH	Pls make-safe fence & gate hard to use for elderly tnt.	22.51	33.3	Fencing is an issue.	Fencing is a block cost and is chargeable	We refer to our statement of case and request the Tribunal to determine the issue of fences and the uplift of approx 48%	Allowed in full. See "Fencing" and "Uplift" paragraphs.
15	4280394/1	REPAIRS AMINA WAY 89-119 - Amina Way 89- 119(Od), Yalding Road, Yalding Road, SE16 3UH	As per Rajen Amin	48.34	71.51	Flat 114 is not in our block.	Refund	Refund	Refund agreed.
16	4311450			124.84	124.84	Location. No information on the spreadsheet.	Renew WC pan - 119 Amina Way	We dispute this charge because this is for a WC.	Refund agreed.

17	4416647	REPAIRS AMINA WAY 89-119 - Amina Way 89- 119(Od), Yalding Road, Yalding Road, SE16 3UH	Dented manhole cover located Outside 111 Amina Way. As per Housing Officer	139.36	206.15	Manhole cover is estate charge.	Chargeable - Block Cost	We request the Tribunal to determine this charge because we feel that this is an estate charge and not a block charge also 48% uplift.	Council agreed this was an estate charge. Allowed in full as a reasonable cost. See "Uplift" paragraph.
18	4109836/1	REPAIRS AMINA WAY 89-119 - Amina Way 89- 119(Od), Yalding Road, Yalding Road, SE16 3UH	pls restore comunal lights o/s of nos 116, 118 and 120	59.17	59.17	These lights are not in our block.	Lighting repairs outside Flats 116,118,120	We request the Tribunal to determine these charges because flats 116 & 118 & 120 are not in our block.	Refund agreed.

Year 2009/2010  
Unitemised Repairs for Estate

Issue number	JOB NUMBER	ADDRESS	DESCRIPTION	JOB COST	Service Charge cost	Applicants Comments	Respondent's comments	Applicant's Reply	Determination by Tribunal
19	4103246/1	REPAIRS ROUEL ROAD ESTATE - Rouel Road Estate, Rouel Road Estate	Estimate 6605 fabricate and install 2 barriers to match existing ( you will need to visit site With John Rowan Technical Officer for precise locations)	1287.5	1287.5	What location. And what work was done. We need to see the contractors invoices.	Fabricate and install 2 barriers to match existing - Rouel Road Estate	We refer to our statement of case regarding the car park and its upkeep.	20% of expenditure allowed as estate charge - see "Blue Car Park" paragraph.
20	4103482/1	REPAIRS ROUEL ROAD ESTATE - Rouel Road Estate, Rouel Road Estate	carry out works as per quote no.6648 re- lining of the Blue car park, existing lines	3072.26	3072.26	Various issues with blue car park. Please see attached statement.	The car park is within estate boundaries and chargeable	As above.	20% of expenditure allowed as estate charge - see "Blue Car Park" paragraph.
21	4103984/1	REPAIRS ROUEL ROAD ESTATE - Rouel Road Estate, Rouel Road Estate	carry out works as per quote no. 6608 /A Blue car park floor markings	1850.26	1850.26	Various issues with blue car park. Please see attached statement.	The car park is within estate boundaries and chargeable	As above.	20% of expenditure allowed as estate charge - see "Blue Car Park" paragraph.
22	4137189/1	REPAIRS ROUEL ROAD ESTATE - Rouel Road Estate, Rouel Road Estate	please supply quote to supply and fit 2 x warning signs to be placed at the entrance of the Blue Car Park before access the square, email sent to Trevor	22.51	30.3	Various issues with blue car park. Please see attached statement.	The car park is within estate boundaries and chargeable	As above.	20% of expenditure allowed as estate charge - see "Blue Car Park" paragraph.



			Barber with layout of the signs that are needed.						
23	4093341			85.83	85.83	Location. No information from council.	Parking signs - Rouel Road Estate	We still require the precise location of the parking signs and request the Tribunal to determine this issue.	20% of expenditure allowed as estate charge - see "Blue Car Park" paragraph.
24	4097754			530.31	530.31	Location. No information from council. We need to see contractors invoices.	Various signage - Rouel Road Estate	We still require the precise location of the parking signs and request the Tribunal to determine this issue.	Notwithstanding that IWorld did not record the precise location of these signs, on balance this expenditure is reasonable and payable in full as an estate charge.
25	4239645/1	REPAIRS ROUEL ROAD ESTATE - Rouel Road Estate, Rouel Road Estate	renew lock to gallows gate at Lindsey Street outside the cab office (metal fitter) as per HO	22.51	33.3	This repair is outside estate boundary.	Within estate boundaries - chargeable	We contend that this repair is outside the boundary of the estate and request the Tribunal to determine this issues because there is also and uplift of approx 48%.	Amount disallowed. This expenditure was outside the estate boundary. See "Fencing" paragraph.
26	4045345/1	REPAIRS AMINA WAY 2-70 - Amina Way 2-70(Ev),St	carry out work asphalt walkway at front of no 50 as per Blakeney Leigh Report	438.43	438.43	This work should not have been done because the complete walkway was removed and relaid 6 months	These were works outside Flat 50 . Balcony works were renewed so existing work also	We request the Tribunal to determine this issue.	Amount allowed in full. See "Windows and Doors" paragraph.

		James's Road, Se16 3uj, St James's Road, SE16 3UJ				later.	renewed, but works were carried out to ensure no joints (weak spots).		
27	4086638/1	REPAIRS ROUEL ROAD ESTATE - Rouel Road Estate, Rouel Road Estate	estimate to supply missing pedestrian barrier garage 1 by walkway near rockgrove shu the other the walkway by lift 1068 lucey way see jrowan for location and details	33.53	33.53	Estimate no cost incurred. Please see attached statement.	Cost was incurred. Estimates are part of works so chargeable	We refer to our statement of case and request the Tribunal to determine this issue of estimates.	Amount allowed in full. See "Estimates" paragraph.
28	4090417/1	REPAIRS ROUEL ROAD ESTATE - Rouel Road Estate, Rouel Road Estate	supply and fit 2 Lamppost signage as per attached wording in email for the Blue Market Car Park	31.81	31.81	As above.	Cost was incurred. Estimates are part of works so chargeable	As above.	20% of expenditure allowed as estate charge - see "Blue Car Park" paragraph.
29	4095918/1	REPAIRS ROUEL ROAD ESTATE - Rouel Road Estate, Rouel Road Estate	Supply quote to the Blue car park in Bermondsey undertake re-lining of the existing lines only	31.81	31.81	As above.	Cost was incurred. Estimates are part of works so chargeable	As above.	20% of expenditure allowed as estate charge - see "Blue Car Park" paragraph.
30	4088534/1	REPAIRS ROUEL ROAD ESTATE - Rouel Road Estate, Rouel Road Estate	Please supply quote for signs for Blue Market Car Park , email sent with exact details	31.81	31.81	As above.	Cost was incurred. Estimates are part of works so chargeable	As above.	20% of expenditure allowed as estate charge - see "Blue Car Park" paragraph.

31	4086770/1	REPAIRS ROUEL ROAD ESTATE - Rouel Road Estate, Rouel Road Estate	supply and fit 3 concrete filled bollards entrance to Rockgrove way garages opposite the Blue Anchor Garage	32.67	32.67	As above.	Cost was incurred. Estimates are part of works so chargeable	we refer to our statement of case and request the Tribunal to determine the issue of estimates.	Amount Allowed in full. See "Estimates" paragraph.
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Year 2010/2011  
 Unitemised Repairs for Block 72-144

Issue number	JOB NUMBER	ADDRESS	DESCRIPTION	JOB COST	Service Charge cost	Applicants Comments	Respondent's comments	Applicant's Reply	Determination by Tribunal
1	4596271/1	136 Amina Way, London, SE16 3UW	hot tap leaking remedy	48.97	75.6	This repair was carried out inside a council property so these charges need removing from our accounts.	Refund	Refund	Refund agreed

Year 2010/2011  
Unitemised Repairs for Block 89-119

Issue number	JOB NUMBER	ADDRESS	DESCRIPTION	JOB COST	Service Charge cost	Applicants Comments	Respondent's comments	Applicant's Reply	Determination by Tribunal
2	4480023/1	REPAIRS AMINA WAY 89-119 - Amina Way 89- 119(Od), Yalding Road, SE16 3UH	Repaint the faded yellow box junction lines, located at Amina Way garages numbers 191 - 195 to the back of maisonettes on 98- 106 Amina Way. As per Housing Officer	65.15	100.58	This is not in our block, should this be an estate charge	Re-calculate to estate charge	Refund to be recalculated to an estate charge	Council agreed to refund as block charge and recharge as estate charge.
3	4654363			134.13	134.13	Flat 90 is not in our block.	Refund	Refund	Refund agreed
4	4780274			75.6	75.6	Drains should be estate charge. No information on spreadsheet.	Repair was to block drainage system so it is chargeable.	We request that this is determined by the Tribunal because of the issue of exterior drains being charge as block charges rather then estate charges as it was in the past. Still no information on spreadsheet.	Allowed as an estate charge
5	4523859			117.45	58.72	Location not known. No information given by council for above jobs, can we see contractors	Roofing works - 105 Amina Way	We request the Tribunal to determine this issue as this	£58.72 allowed (the Council having made a credit for the

Comment [1]: Reason?

						invoices as this is when major works were in progress.		work was done at the time major works were carried out so we require invoices.	balance of expenditure of £58.75). There is no reason to believe this expenditure was duplicated in the major works, the progress of which did not remove entirely the need for ongoing or urgent repairs.
6	4473739			146.82	35.22	Location not known. No information given by council for above jobs, can we see contractors invoices as this is when major works were in progress.	Guttering works to rear balcony - 105 Amina Way	We request the Tribunal to determine this issue as this work was done at the time major works were carried out so we require invoices.	The Council's evidence is satisfactory. £35.22 allowed.

Year 2010/2011  
Unitemised Repairs for Estate

Issue number	JOB NUMBER	ADDRESS	DESCRIPTION	JOB COST	Service Charge cost	Applicants Comments	Respondent's comments	Applicant's Reply	Determination by Tribunal
7	4556607			70.54	70.54	Location. Could be block charge. No information given.	Leak from communal water tank - Rouel Road Estate	We request the Tribunal to determine this issue.	Allowed in full. the repairs to the communal water tank in the water tower are recoverable as an estate charge.
8	4562315			23.57	23.57	Location. Where is this tank. No information given by the council	Unable to identify tank. Refund	Refund	Refund agreed
9	4585934/1	REPAIRS ROUEL ROAD ESTATE - Rouel Road Estate, Rouel Road Estate	COST FOR TRADESMAN FOR 1 HR TO BEGIN THE PROCESS OF THE ACTION DAY AT THE ESTATE. WE WILL VO AS REQUIRED TO AGREED RATES AND PC SUMS FOR MATERIAL COSTS ETC.	474.4	732.38	What is the charge for. Where did it take place. We need to see the contractor invoices.	For tradesman to attend action day on estate - Rouel Road Estate	We request that this issue be determined by the Tribunal because it is not a repair and it doesn't say anywhere in our lease that we have to pay for tradesmen to attend action day on the estate. There is also the uplift of approx 54%. We requested contractors invoices and nothing has been produced by the	The Council could provide no details of work carried out on this Action Day. The tribunal considered it reasonable for the Council to take a pro active approach to repairs with contractors on such occasions, but there was no evidence to justify the labour and/or materials charged for.

								Respondents to justify these costs.	There is evidence on IWorld that some work was done, and on that basis in respect of items 9 and 10 combined the tribunal allows a total of £400 including labour and materials.
10	4613358/1	REPAIRS ROUEL ROAD ESTATE - Rouel Road Estate, Rouel Road Estate	FOR WORKS CARRIED OUT ON THE ESTATE ACTION DAY AS AGREED. PLEASE INFORM ME OF VO REQUIRED.	332.08	512.67	As above.	For tradesman to attend action day on estate - Rouel Road Estate	We request that this issue be determined by the Tribunal because it is not a repair and it doesn't say anywhere in our lease that we have to pay for tradesmen to attend action day on the estate. There is also the uplift of approx 54%. We requested contractors invoices and nothing has been produced by the Respondents to justify these costs.	See Item 9 above



11	4730774			489.3	489.3	Location. Same job listed twice. No information from the council.	Works to water tower - cut back lagging to down service - Rouel Road Estate		The Council's explanation of this expenditure was sufficient. The amount is allowed in full.
12	4701948			1248.26	1248.26	This job is listed over 7 times with different prices. We require contractors invoices.	Remove connections to ball valves feeding CWS tank top of Rouel Road tower. Check for blockages and re-fit.	We request this issue to be determined by the Tribunal because there is no contractor's invoice or guarantee.	This expenditure was made up of a number of different items in the schedule of rates. The Council's explanation was sufficient. This amount is allowed in full.
13	4815864/1	REPAIRS ROUEL ROAD ESTATE - Rouel Road Estate, Rouel Road Estate	As per HO, the metal gallows gate, impeding access to traffic onto the Rouel Rd Estate from the southern end of Linsey Street, is broken. Could a new lock be fitted & keys brought into the Bermondsey Area Housing Office please	40.3	62.22	This job is outside the estate boundary. The job needs to be removed from the charges.	This is for repairs to Gallows gate on estate.	We contend that this repair is outside the boundary of the estate and request the Tribunal to determine the issue because there is also an uplift of approx 54%.	Item disallowed. This expenditure was to an item outside of the estate boundary and is therefore not recoverable under the terms of the lease as a service charge.
14	4588427/1	REPAIRS AMINA WAY 72-144 - Amina Way 72-144(Ev), St James's Road, Se16 3uw, St	Repair faulty communal lights in front all Flats in the block - Reports by Flat 142	399.04	399.84	The council have wrongly stated the applicant at 142 Amina way reported these 11 repairs. We dispute these costs because the actual repairs were required because of damage caused by	Communal lights 72-144 Amina Way - reported by Flat 142.	We request the Tribunal to determine this issue because the damage was caused by major works contractors. The Respondents are	Amount allowed in full. The Applicants were unable to show that the damage occurred owing to the negligence of the contractor. It appears likely

		James's Road, SE16 3UW				major works contractor, and they should have been repaired by them.		implying that Flat 142 reported all 11 repairs which is very misleading and totally incorrect.	that the "damage" in question to cabling, which Mr Bryant gave evidence about, would have occurred in any event on stripping out
15	4612443/1	REPAIRS AMINA WAY 72-144 - Amina Way 72-144(Ev), St James's Road, Se16 3uw, St James's Road, SE16 3UW	Repair faulty to communal lights in front of all Flats in the block - reported by Flat 142	189.6	189.6	The council have wrongly stated the applicant at 142 Amina way reported these 11 repairs. We dispute these costs because the actual repairs were required because of damage caused by major works contractor, and they should have been repaired by them.	Works order number does not exist.	We request the Tribunal to determine this issue because the damage was caused by major works contractors. The Respondents are implying that Flat 142 reported all 11 repairs which is very misleading ad totally incorrect.	As item 14 above.