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FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)
EASTERN REGIONAL OFFICE

Case Reference	:	CAM/26UF/LSC/2013/0127 (Case No 2) CAM/26UF/LSC/2014/0050 (Case No 3)
Property	:	Haygarth Court, Knebworth, Herts SG3 6HE
Case No 2		
Applicant	:	Hightown Praetorian Housing Association Represented by Mr Justin Bates of Counsel Instructed by Brethertons Solicitors of Banbury
Respondent	:	Paul Clark
Case No 3		
Applicant	:	Paul Clark & Others (See Schedule of Leaseholders attached) In Person
Respondent	:	Hightown Praetorian Housing Association
Dates of Applications	:	11th October 2013 7th March 2014
Type of Applications	:	Landlord & Tenant Act 1985 section 27A
Tribunal	:	Tribunal Judge G M Jones Miss M Krisko BSc (Est Man) FRICS Mr P Tunley
Date and venue of determination	:	17th & 18th November 2014 Holiday Inn, Stevenage

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DECISION

Case Reference	:	CAM/26UF/LSC/2013/0127 (Case No 2) CAM/26UF/LSC/2014/0050 (Case No 3)
Property	:	Haygarth Court, Knebworth, Herts SG3 6HE

ORDER

UPON HEARING Counsel for the Landlord and the Leaseholders listed in the Schedule hereto in Person

IT IS DECLARED THAT: -

1. The Landlord's estimate of the cost of caretaker services for Haygarth in 2014 in the sum of £3,796 is reasonable only to the extent of £710 and the balance is not payable by the Leaseholders. For the avoidance of doubt, it is open to the Landlord in its final accounts for 2014 to include the actual cost of caretaker services subject to the right for Leaseholders to challenge the said costs in the Tribunal if the same are not of reasonable standard and reasonably incurred.

2. The insurance charges for Haygarth in 2013-14 were reasonably incurred and due contribution is payable by the Leaseholders.

3. The reserve fund or Trust Fund contributions for Haygarth in 2014 are reasonable and due contribution is payable by the Leaseholders.

4. The management charges for Haygarth in 2013 and 2014 were reasonably incurred for the benefit of Haygarth in the sum of £200 per Leaseholder for 2013 and £240 per Leaseholder for 2014 only and those sums only are payable by the Leaseholders.

AND IT IS ORDERED THAT; -

5. The Landlord shall not be entitled to include in any service charges rendered to Leaseholder Applicants any costs in relation to the Applications before the Tribunal, the Tribunal considering it just so to order.

6. The Landlord shall reimburse the Leaseholder Applicants in respect of the application and hearing fees for Application No3 (if any), the Tribunal considering it just so to order.

Judge G M Jones
Chairman
5th February 2015

REASONS

0. BACKGROUND

The Property

0.1 The subject properties are leasehold apartments in a development of 68 dwellings in five blocks dating from the late 1960's. As the Tribunal saw on inspection, the landscaped site is roughly rectangular, with rows of flat-roofed garages along the rear boundary, one for each dwelling (though Mr Taylor of Flat 65 does not have a garage included in his lease). Mr Clark of Flat 59 has garage No 29 (not 59 as stated in the lease – Flat 29 has garage 59). 26 of the dwellings are let by the landlord to assured tenants or others on short periodic terms and 42 are leasehold flats or two storey maisonettes which were, at some stage, subject to right-to-buy purchases.

0.2 Small ground floor studio flats have doors at ground level, while upper maisonettes with two or three bedrooms are reached by external staircases, each leading to a landing or balcony serving two dwellings. Blocks B and C are of four storeys, containing two layers of maisonettes each on two floors, with balconies at second floor level. The other blocks (A, D and E) are of three storeys, with balconies at first floor level. Each maisonette has an internal staircase to the upper floor. There are thus no internal communal areas. Flat roofed porches, newly refurbished, protect all the landings, which are of reinforced concrete construction with steel balustrades.

0.3 The blocks are of brick construction with pitched tiled roofs. Most of the windows are replacement double glazed uPVC units. Some doors have been replaced in uPVC and some are the original timber doors. Gutters and downpipes are of plastic. There are recently installed communal digital TV aerials on all the blocks with awkwardly routed external wiring. A fair number of dwellings also have satellite dishes. Mains gas has recently been brought into the development and gas boilers have been installed in all of the dwellings let by the Landlord on periodic (weekly or monthly) terms. All the blocks are in fair to good external structural condition in most respects. The landscaping is plain and simple and the soft landscaping areas of the grounds are in reasonable order (partly, it appears, by reason of recent efforts on the part of residents).

0.4 The 17 staircases presently in place are durable replacements made of steel installed between January and March 2009, the originals having been of wooden construction. There have been problems with degradation of the treads, which are infilled with a cement-based screed. However, although the costs of repairs was initially of concern to the parties, the defective treads are now to be repaired by the installers under their guarantee at no cost to the Landlord or to the Leaseholders.

0.5 The Landlord has recently commissioned a report on the condition of the staircases (now no longer a concern of this Tribunal) and also of the concrete balconies, which are showing signs of considerable wear and tear in places. The Tribunal heard expert evidence as a result of which it became common ground that repairs are fairly urgent and ought to be carried out over the next two years. The cost of these repairs is not yet known, though the Landlord has an estimate and is attempting to collect funds through a reserve account ("the Trust Fund"). In the near future, it is intended that a statutory consultation will take place and tenders will be sought for this work.

0.6 Soffits and fascias of traditional construction (timber and fibreboard) are of unknown vintage, possibly original, though it appears that repairs have in the past been carried out in some areas. The Landlord has recently suggested that the soffits and fascias need to be replaced in their entirety. However, an inspection from ground floor level showed only defects in some areas. It is common ground that some work needs to be done. Leaseholders question whether complete replacement is necessary or ought reasonably to be carried out, as opposed to piecemeal repairs.

0.7 The garage blocks, however, are showing considerable signs of wear and tear; in some areas there is serious disrepair. The garage blocks are cheaply built with flat felted roofs. There is a lot of moss on the roofs; some of the felt is damaged; overall, it appears that the time has come for the garage blocks to be re-roofed. The up-and-over doors and door frames and (in some cases) rear pedestrian doors and door frames are (somewhat unusually) the responsibility of the leaseholders. Some of these are in very poor condition and in need of overhaul or replacement.

0.8 Moreover, there are issues as regards the grounds maintenance, with major works being contemplated by the landlord. The anticipated costs of these works and the landlord's proposals for collecting advance contributions to the reserve fund to cover these costs, are at issue in the Applications. For this reason the Tribunal was asked to inspect the grounds, particularly the areas of hard surfacing, closely.

0.9 Adjoining block A is a drying area with a tarmac surface. It is overhung by trees. There were leaves and moss on the surface, which was undoubtedly slippery and in need of cleaning. On inspection the drains were blocked. It is unlit, which is a pity. However, the surface overall appeared substantially sound and not in need of replacement. A second drying area adjoining Block C, not overhung by trees, was in reasonable condition, apart from some moss and leaves on the surface and a blocked drain. This area also did not appear to be in need of replacement.

0.10 The main roadway into the Estate is a public highway and is in reasonably good condition. The parking bays near Block E (not part of the adopted highway) is showing some signs of wear and tear and the painted lines demarcating the parking bays are virtually invisible. Leaseholders complain that this leads to untidy parking with loss of a space or two most of the time. The adopted roadway ends between Blocks C and D, which becomes a private roadway giving access to the garage blocks.

0.11 There is a relatively small area of the private roadway (perhaps a total of 20 m^2) immediately adjacent to the end of the public highway that is in poor condition and in need of resurfacing across the whole of its width. The remainder of the private roadways appeared reasonably sound, though in need of patch repairs in a few places. It did not appear to the Tribunal, on the basis of our inspection alone, that wholesale resurfacing of the private roadways could reasonably be justified.

0.12 The concrete paths around all the blocks, which are a cheap form of footpath, were in fair condition, though a little uneven in paces with some cracks that could reasonably be the subject of patch repairs. These footpaths are in regular use (some on a daily basis as they give access to staircases and rubbish bins and others less frequently).

The Leases

0.13 The leases are all in the usual right-to-buy format and have much in common. The landlord is responsible for buildings insurance, for structural and external repair and maintenance and for communal service media. There is reference in the lease to a caretaker service, but there is no resident caretaker; such caretaker services as are provided are provided by a mobile caretaker team. The Leaseholders are critical of the manner in which the mobile team has looked after the grounds, particularly the areas of hard surfacing, though no point is directly taken in the Statements of Case.

0.14 However, there are three different types of lease in operation on the estate. The first lease appears to have been granted on 7th December 1981 by Omnium Housing Association Ltd, a predecessor of the Landlord. Between that date and 18th March 1985 31 leases were granted. In these leases costs are divided into block costs and estate costs. Leaseholders must contribute a fair proportion of estate costs and a specified share of costs attributable to their own block based, it appears on internal floor areas. In the case of No 59, for example, the specified proportion is 9.31%. The proportions of block costs for the each of the Leaseholder Applicants (except Mr Grimes, whose lease appears to be blank in this respect, and Mr Conder, who lease is missing as he is resident abroad) are set out in the Schedule. The proportions attributable to the non-Applicant leaseholders are not known and not very relevant. The Landlord's practice is to divide Estate Costs equally between the 68 dwellings on the Estate. This practice appears not unreasonable and is not challenged.

0.15 Between 28th October 1987 and 10th January 1995 a further 10 leases were granted by Hightown Housing Association Ltd, the immediate predecessor of the Landlord. The remaining lease was granted by the Landlord on 4th May 2000. These 11 leases are not identical; but for present purposes their relevant provisions are the same. All expenses are treated as Estate Expenses to which each leaseholder must contribute 1/68 (1.47%) of the total.

0.16 In practice, until 2013 the Association apportioned all costs equally; so that e.g. Mr Clark's contribution to estate costs is 1/68 (which he accepts is a fair proportion). There are 12 units in Mr Clark's block (Block D), so that he has been asked to contribute 8.33% of block costs. The block appears to have been assessed for 12/68 of the cost of maintaining all blocks. There are 8 apartments in Block D let on long leases. The service charge contributions of the remaining 4 units are met by the Landlord from periodic rents and service charge contributions paid by periodic tenants. There is provision for the collection of contributions towards a reserve or sinking fund (known here as the Trust Fund). The practice is the same across the whole Estate.

1. THE DISPUTE

1.1 The two Applications currently before the Tribunal are not the first with which the Tribunal has been concerned at Haygarth. By an Application under Case No. CAM/26UF/LSC/2012/0059 Mr Clark complained of various aspects of the service charge account for 2010-11-12. By an Order dated 24th October 2012 the Tribunal, comprising the same members as the present Tribunal, while not accepting all of the

Mr Clark's submissions, granted him relief in several areas.

1.2 Three of the issues before the Tribunal on that occasion were Trust Fund contributions, insurance costs and management charges. While the decision on that occasion is not to be revisited in the present Applications, it will be necessary to consider our findings on those issues in the light of the issues raised in the present Applications and on the evidence now before us.

1.3 The basis of Application No 2 was the refusal of Mr Clark to pay service charges by reason of complaints he as making against the Landlord's management of the Estate. Firstly, the Landlord seeks a declaration that the management charges of £321.48 for 2013 have been reasonably incurred. Mr Clark points out that in its Decision dated 24th October 2012 on Application No 1 the Tribunal rejected the Landlord's complex calculation of the actual costs of management services provided and indicated that a charge of £200 would be reasonable for 2013, provided the management services were of a reasonable standard. As regards the Trust Fund contribution, this was reduced to £250 on the basis that there were no actual plans for any major works in the near future. Mr Clark also draws our attention to the fact that the demand issued to him for service charges on account for 2013 comprised –

Insurance	£48.24
Estate service charge	£364.56
Management charges (as decided by LVT)	£200.04
Trust Fund contribution (as decided by LVT)	£249.96
Total	£872.76

Thus, says Mr Clark, it appears that very little management was actually needed in 2013.

1.4 The Landlord replies that management was carried out and that, since the Decision of 24th October 2012 further analysis has been done of the landlord's actual management costs, which shows that the current cost of managing shared ownership and leasehold stock is between £327 and £345, depending on how costs are apportioned between different types of tenure. A good deal of evidence, including expert evidence, has been advanced on this subject in witness statements.

1.5 The issue for 2014 is the sums demanded from Mr Clark by way of contribution to the Trust Fund, which totalled £3,150. The Landlord says that needs for various categories of urgent works have been identified; the project have been costed; the Landlord intended to carry out these works in 2014; and they must be paid for.

1.6 A hearing of Application No 2 was fixed for 3rd February 2014. The hearing was attended by a substantial body of Haygarth Leaseholders. It became apparent that they had substantial grievances against the Landlord and intended to bring an Application before the Tribunal. The Landlord's representatives were asked whether they would like to proceed with the Application or whether they would rather deal with the concerns of all the Leaseholders at one time. The Landlord opted for the latter course. This inevitably meant that the hearing of Application No 2 was

adjourned until Application No 3 was ready for hearing. Directions were given so that both Applications could be heard as soon as was reasonably practicable.

1.7 Application No 3 challenged the Estate service charge for 2013 (up from £292.68 in 2012 to £364.56) and each of the other items that were included in the demand for service charge payments on account for 2014, which were as follows –

Insurance (almost doubled from 2013)	£85.44
Estate service charge (not challenged)	£107.64 - £190.44
Management charges	£334.92
Trust Fund contribution (revised)	£1,486.92 - £2,124.00

The block service charges (included above under Estate service charge) and Trust Fund contributions now differ between apartments because charges are now being levied in accordance with the lease terms, so that Omnium leaseholders pay different amounts (according to rateable value, it appears).

2. THE ISSUES

2.1 The Leaseholder Applicants invite the Tribunal to decide upon the service charge issues raised in their Application as set out above and also upon related issues outwith the jurisdiction of the Tribunal, namely -

(a) Whether the annual Trust Fund contributions can be fixed for a period of 30 years to provide certainty for leaseholders(which we have no power to do);

(b) Whether the annual management fee can be fixed as a maximum percentage of the other elements comprised in the service charge (it cannot);

(c) Whether the Landlord can be required to exhaust its own consultation process before making application to the Tribunal (again we have no power).

2.2 It seems clear that the Landlord's principal concern is to establish its right to charge management fees in line with its actual management costs as identified and apportioned according to the Landlord's own methods (or some acceptable variation thereof) It is the Landlord's case that, as a matter of principle, a housing association ought to be able to charge to leaseholders management fees in line with actual costs, regardless of whether those costs bear any relation to fees charged by commercially operated businesses managing residential Estates. Registered social housing providers ought not to be compared with private managing agents; they provide additional services not generally offered by private landlords. In this case, the Landlord does not make additional charges for supervision of major works contracts because it uses its own in-house team for that purpose. In summary, the Landlord argues that the charges it wishes to make have been reasonably incurred.

2.3 The Leaseholders argue that the management charges are far higher than a private managing agent would charge, even if the inclusion of supervision costs for major works contracts is taken into account. The Landlord is entitled to charge only for the services it is required to provide under the terms of the leases. The Landlord may be entitled to manage the Estate itself but must do so at reasonable cost to Leaseholders, having regard to the terms of the leases. No doubt the Landlord's

organisation must be capable of providing quite different services to social tenants; but the Leaseholders should not have to pay for that.

3. THE EVIDENCE AND THE HEARING

3.1 Unsurprisingly, given the passage of time, the Landlord's position had been significantly modified by the date of the final hearing. Works planned for 2014 had been pushed back to 2015, with the statutory consultation to take place before a contract could be awarded. The original installer had agreed to undertake repairs to the treads on the external staircases, thus significantly reducing the cost of the major works planned for the next two years. Nevertheless, the Landlord's Statement of Case spoke of works in immediate contemplation at an estimated total cost of £138,080 and works planned to take place over the next five years at a total additional cost of 262,617. The breakdown of these works, as identified in the Statement of Case and further explained in the course of the hearing, is shown in the table set out below -

2014 -15		**Breakdown by type**	**2015-20**
Estate	£59,616	Garages £59,616	£215,265
Block A 1-12	£21,944	Decorations £25,829	£2,672
Block B 13-36	£22,303	Balconies (all blocks) £52,635	£21,557
Block C 37-48	£17,743		£7,392
Block D 49-56	£4,734		£7,468
Block E 57-68	£11,740		£8,263
Total	**£138,080**		**£262,617**

3.2 The estimated costs for 2015-20 included the following items (the first three making up the Estate costs and the fourth the Block costs) –

(a) Resurfacing works to garage forecourts, estate footpaths, roadways and drying areas;

(b) Tree works (mainly works to protected trees beside main road);

(c) Further works to the garages; and

(d) Possible further works to the concrete balconies.

3.3 In the course of the hearing the Leaseholders and the Tribunal questioned the Landlord's representatives about these proposed works. The Leaseholders accepted that the garage roofs needed to be done and that some of the decking beneath the roofing felt would probably need to be replaced. Much of the cost of block decorations related to the cost of scaffolding to reach the soffits and fascias, which indicated that any necessary repairs to soffits and fascias should be carried out at the same time. It was not suggested that the estimated cost of the 2014-15 works was

excessive, though it appeared that the balcony works might reasonably be spread over two years, with the worst balconies being done in the first tranche. More exact costings would emerge from the tendering process, following statutory consultation.

3.4 However, as regards the 2015-20 proposed works, the picture was very different. The Leaseholders did not accept that item (a) needed doing at all, contending that only minor repairs would be needed over the next five years. As regards (b), some tree works were likely to be necessary; but there was no urgency and works would probably fit within the normal garden maintenance program. As regards (c) and (d), no actual further works to garages were identified. If the initial works to concrete balconies were carried out to a reasonable standard, nobody could suggest what further works were likely to be needed; any snagging would be the responsibility of the contractor.

3.5 Although the Leaseholders criticized the Landlord for failing to comply with Directions as regards the buildings insurance, so that it proved impossible to obtain alternative quotations on a like-for-like basis, ultimately a fairly clear picture of the Landlord's insurance arrangements emerged. Insurance was tendered in 2011, in accordance with the Public Contracts Regulations 2006, for a period of three years, with the right to extend cover for a further two years at the Landlord's option. The Landlord insures all its properties under a block contract, in order to obtain favourable rates. In 2012-13 and 2013-14 there was a poor history of claims across the Landlord's property portfolio, leading to a substantial increase in premiums for 2014-15 (the insurance year running from 1 October). For accounting purposes, the insurance premiums are apportioned to cover the calendar year as per the accounts.

3.6 The Landlord's method of analyzing management costs was explained in painstaking detail in written evidence and the evidence given at the hearing cast little additional light upon the process. It was apparent that there were subjective elements in the apportionment of costs; but there was no significant material to challenge the Landlord's data or methodology. However, despite the very lengthy list of services included in paragraph 28 of the witness statement of Ross Bannerman (Home Ownership Manager) dated 16th July 2014, only two significant distinctions emerged between the Landlord's method of delivering the services specified in the leases and the methods employed by respectable and competent private managing agents. The first was the inclusion in the Landlord's management fees of the costs of supervising major works. The second appears to be that no administration charges are levied for dealing with assignments and sublettings; but such charges are not service charges, certainly not under the terms of the leases in this case, and thus arguably cannot properly be included in the service charge account.

4. THE LAW

Service and Administrative Charges

4.1 Under section 18 of the Landlord & Tenant Act 1985 (as amended) service charges are amounts payable by the tenant of a dwelling, directly or indirectly, for services, repairs, maintenance, improvement, insurance or the landlord's costs of management. Under section 19 relevant costs are to be taken into account only to

the extent that they are reasonably incurred and, where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard; and the amount payable shall be limited accordingly. Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable.

4.2 Under section 27A the Tribunal has jurisdiction to determine whether a service charge is payable and, if so, the amount which is payable; also whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for those costs and, if so, the amount which would be payable.

4.3 In deciding whether costs were reasonably incurred the Tribunal should consider whether the landlord's actions were appropriate and properly effected in accordance with the requirements of the lease and the 1985 Act, bearing in mind RICS Codes. If work is unnecessarily extensive or extravagant, the excess costs cannot be recovered. Recovery may in any event be restricted where the works fell below a reasonable standard.

4.4 Under section 158 and Schedule 11 of the Commonhold & Leasehold Reform Act 2002 variable administration charges are payable by a tenant only to the extent that the amount of the charge is reasonable. An administration charge is an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable, directly or indirectly –

(a) For or in connection with the grant of approvals under his lease, or applications for such approvals,
(b) For or in connection with the provision of information or documents by or on behalf of the landlord or a person who is party to his lease otherwise than as landlord or tenant,
(c) In respect of a failure by the tenant to make a payment by the due date to the landlord or a person who is party to his lease otherwise than as landlord or tenant, or
(d) In connection with a breach (or alleged breach) of a covenant or condition in his lease.

4.5 An application may be made to the Tribunal to determine whether an administration charge is payable and, if so, how much, by whom and to whom, when and in what manner it is payable. The Tribunal may vary any unreasonable administration charge specified in a lease or any unreasonable formula in the lease in accordance with which an administration charge is calculated.

4.6 An important distinction between service charges and administration charges is that the former are payable by tenants generally while the latter are payable by a particular tenant in relation to dealings between that tenant and the landlord or managing agent.

4.7 The Service Charges (Summary of Rights and Obligations) Regulations 2007, made under section 21B of the 1985 Act and taking effect from October 2007, require a

landlord (other than a local authority) serving a demand for service charges to accompany that demand with a statutory notice informing the tenant of his rights. If this is not done, the tenant is entitled to withhold the service charge payments so demanded. However, Regulation 2 makes it clear that this does not apply where the landlord is a local authority. The Tribunal standard forms of directions may include reference to these Regulations; but these will not apply to local authority landlords.

Consultation

4.8 Under section 20 of the 1985 Act (as substituted by section 151 of the Commonhold & Leasehold Reform Act 2002 with effect from 31 October 2003) and the Service Charges (Consultation Requirements) (England) Regulations 2003 landlords must carry out due consultation with tenants before undertaking works likely to result in a charge of more than £250.00 to any tenant ("qualifying works") or entering into long term agreements ("qualifying long term agreements") costing any tenant more than £100.00 p.a. This process is designed to ensure that tenants are kept informed and have a fair opportunity to express their views on proposals for substantial works or on substantial long term contracts and to nominate if they so wish potential contractors to compete in the statutory tendering process.

4.9 In cases where the same contractor is employed to carry out items of work on a regular basis, the Tribunal must first consider whether there was a 'long term agreement' within the meaning of the section. There will be many cases in which a single contractor carries out numerous items of work, perhaps over a long period, under a series of individual contracts. Such individual contracts may or may not be awarded under an express or implied umbrella contract specifying rates of remuneration and, perhaps standards of performance. There may or may not be a commitment for the landlord or manager to employ the services of the contractor. In each case, it will be a question of fact whether there is a qualifying long term agreement.

Insurance

4.10 Under section 30A of the Landlord & Tenant Act 1985 and the Schedule to the Act, landlords must supply to tenants who contribute to insurance costs a summary of the policy and must also, if the tenant makes a request in writing, permit the tenant to inspect any relevant policy or associated documents and to take copies.

4.11 In ***Williams –v- Southwark LBC*** (2001) 33 HLR 22 (ChD), Lightman J held that an insurance commission payable to a manager is, in effect, a discount on the cost of insurance, which should be passed on to tenants. However, unless the arrangement of insurance is a service included in the management fees under the terms of the management agreement (as the RICS Code recommends), the manager is entitled to make a reasonable charge for arranging insurance. In that case, the Council as manager handled local claims and it was conceded that, in those circumstances, an allowance of 20% made by the insurers was a reasonable fee. However, this type of allowance can be made only where there is evidence of services being performed by the landlord or managing agent for the insurer; also, the amount must be reasonable in all the circumstances.

Proportionality and the Overriding Objective

4.12 The Civil Procedure Rules 1998 introduced into the civil courts in England and Wales a new concept; the Overriding Objective. This was designed to ensure that cases are dealt with justly. The Tribunal Service is not governed by the CPR; but the provisions of CPR Part 1 are echoed in the Tribunal Procedure (First Tier Tribunal) (Property Chamber) Rules 2013 with a view to ensuring that the Tribunal is able to deal with cases fairly and justly (Rule 3(1)). Rule 3 further provides as follows:

"(2) Dealing with a case justly includes, so far as is practicable –
(a) dealing with the case in ways which are proportionate to the importance of the case, the complexity of the issues, the anticipated costs and the resources of the parties and of the Tribunal;
(b) avoiding unnecessary formality and seeking flexibility in the proceedings;
(c) ensuring, so far as practicable, that the parties are able to participate fully in the proceedings;
(d) using any special expertise in the Tribunal effectively; and
(e) avoiding delay, so far as compatible with proper consideration of the issues.

(3) The Tribunal must seek to give effect to the overriding objective when it –
(a) exercises any power under the Rules; or
(b) interprets any rule or practice direction.

(4) Parties must –
(a) help the Tribunal to further the overriding objective; and
(b) co-operate with the Tribunal generally."

Costs

4.13 The Tribunal has no general power to award inter-party costs, though a general power now exists under section 29(4) of the Tribunals, Courts & Enforcement Act 2007 and Rule 13(1) of the Tribunal Procedure (First Tier Tribunal) (Property Chamber) Rules 2013 to make costs orders in cases where costs are wasted or a party has acted unreasonably. In general, if the terms of the lease so permit, the landlord or designated manager is able to recover legal and other costs (eg the fees of expert witnesses) associated with an application to the Tribunal from the tenants through the service charge provisions i.e. he is entitled to recover a contribution to such costs not only from the defaulting tenant but from all tenants.

4.14 However, under section 20C of the Act of 1985 the Tribunal has power, if it would be just and equitable so to do in the circumstances of the case, to prevent the landlord or manager from adding to the service charge any costs of the application. The Lands Tribunal in the case Tenants of ***Langford Court –v- Doren Ltd*** in 2001 said that the Tribunal should use section 20C to avoid injustice. It ought not to be used in a manner oppressive to the landlord or manager. Clearly the manner in which this discretionary power is (or is not) exercised will depend upon the facts of the case. The relevant factors in this case are discussed in section 5 of this Decision.

4.15 In addition, under Rule 13(2) of the 2013 Rules the Tribunal may order a party to reimburse the Applicant in respect of application and hearing fees. This power is likely to be exercised in cases where the applicant is substantially successful, unless he has been guilty of unreasonable conduct in connection with the application, e.g. where he has unreasonably rejected a proposal for mediation or a fair and proper

offer of compromise.

5. DISCUSSION AND CONCLUSIONS

Estate Service Charge 2013

5.1 The Leaseholders are understandably concerned about unexplained increases in any part of their service charges. It must be said that the Respondent's explanation in its Statement of Case for Application No 3 is extremely confusing –

(a) The total estate costs (at that time divided 68 ways) for 2012 are said to have been £13,988, which equates to £205.71 per unit. However, the figure in the accounts for 2012 is £292.68 (a total of £19,902.24 for the Estate). It is said that there was a deficit of £1,570 in 2011, when the estate service charge demanded was £216.36, reduced to £135.38 by the Tribunal for Mr Clark because the Landlord conceded that an error had been made in allocating costs across the Estate. There was a similar correction for 2010 in the case of Mr Clark for the same reason. The corrections in the case of Mr Clark would have minimal impact on the overall figures. If the same corrections were applied to all the Omnium Leaseholders, the effect should be almost, if not entirely, entirely neutral. It might not be entirely neutral because the effect of the Omnium leases might be to create a total contribution, across the Estate, of slightly more or slightly less than 100%. Since the errors were identified only late in 2012, it is not surprising that any correction necessitated by the correction of those errors should be made in 2013. Nevertheless, it would have been helpful had the Landlord explained the basis of the correction and set out the calculation.

(b) The total estate costs for 2013 are said to have been £14,129, which included £1,570 brought forward from 2011; this equates to £207.78 per flat. For Mr Clark, paying slightly above average for block costs (9.31%, the average for Block E being 8.33%), it would be a little more than £207.78 per flat. On the face of it, bearing in mind that all substantial works planned were to be funded (as regards the Leaseholders' share) out of Trust Fund contributions, one might expect the estate costs to remain at more or less the same level as before, perhaps with a modest allowance for inflation. The explanation given by Mr Bannerman in paragraph 18(c) of the Statement of Case is opaque. The Landlord knows what the actual total expenditure at Haygarth was for 2012, as the certified accounts are included in the hearing bundle (page 397). It was surely possible to give a clear explanation?

(c) The total estimated estate costs for 2014 are said to be £14,861, which equates to £218.54 per flat. This seems consistent with the figures for the two previous years, allowing for inflation. The estate charge has been set at £107.64 - £190.44; it seems to follow that a correction has been applied in respect of a surplus in the estate charge for 2013, which was clearly the case, since the Landlord collected (or at least demanded) £364.56 per flat, implying a total fund of £24,790. Again, the figures are not adequately explained.

(d) It is a matter of some concern that the figures put forward by Mr Bannerman do not appear to tally with those in the certified accounts for 2012, 2013 (page 404) or the budget for 2014 (page 417). The 2012 accounts show expenses of

£15,894 (not £13,988); however, it may be that the discrepancy arises out of a correction applied in the light of the Tribunal decision of October 2012. It is not clear. The 2013 accounts show expenditure of £15,979 (not £14,129). Again the discrepancy may arise out of the Tribunal's decision to reduce management fees; but it is not adequately explained. The budget statement for 2014 simply does not add up because the total omits the figure of £3,590 for insurance. That is simply sloppy accounting. Estate costs total £15,502 and it is not clear how the 2012 surplus of £3,440 has been dealt with.

5.2 However, in the end, the overall figures do not seem far out. It seems probable that the fault lies in failures of explanation rather than in the figures themselves. The method of accounting clearly will involve annual adjustments, which the Landlord carries forward. Nevertheless, it is not in the least surprising that the Leaseholders are dissatisfied and suspicious. If the Landlord, having obviously devoted considerable resources to the task, cannot make its accounts transparent to experienced Tribunal members, it is wholly unlikely that the explanations will satisfy Leaseholders.

5.3 The Tribunal has decided to adopt the pragmatic course of looking at the figures for 2013 and 2014 together. It seems clear that the 2013 budget for estate costs was far too high; on the other hand, the Landlord appears to have attempted to compensate for this over-estimate in the 2014 budget. The Tribunal is, however, surprised to see an increase in caretaker costs from £646 in 2013 to £3,796 in the 2014 budget. This is wholly unexplained. The Tribunal considers it unreasonable to make such a substantial increase without explanation. Accordingly, the Tribunal reduces the budget figure for caretaker services to £710 (an increase of 10%). This should reduce the cost to each leaseholder by £45.38 for the year. No doubt this adjustment can be applied during 2015.

5.4 The Tribunal reserves its position as regards the budget estate costs figure for 2013 in case any Leaseholder has suffered any sanctions as a result of a failure or refusal to pay the sums demanded for 2013 and comes or is brought before the Tribunal on a subsequent Application. In the judgment of the Tribunal, it is not a material breach of covenant for a leaseholder to withhold service charges in circumstances where the Landlord is demanding too much and it is impossible on the information available for the leaseholders to assess how much ought reasonably to be paid.

Insurance Charges

5.5 This issue gave rise to a good deal of concern on the part of the Leaseholders. Mr Clark, who has considerable experience of such matters, feels that the Landlord could do better. The Leaseholders have complained that they were unable, though lack of the necessary information, to obtain comparable quotes for the Landlord's portfolio. The Tribunal has sympathy with the Leaseholders, in all the circumstances of the case, for their suspicions about the insurance costs. However, it is necessary to maintain a proportionate approach to the issue.

5.6 The Landlord has brought before the Tribunal a mass of evidence showing how insurance is managed. The Landlord insures through a block policy that is put to tender on a regular basis. There appears to be no reason to suspect that the Estate is over-insured or that any secret commissions are being paid to the Landlord. The

increase in insurance charges is adequately explained, in the judgment of the Tribunal, by the fact that insurance premiums have in recent years increased faster than the general rate of inflation and by the claims history of the Landlord's portfolio. Case law clearly establishes that a Landlord is entitled to insure through a block policy, which overall is likely to result in lower premiums than if each building or group of buildings were to be insured separately. In the experience of the Tribunal, the premiums complained of are reasonable and the Tribunal finds that the insurance costs for 2013/14 were reasonably incurred.

Reserve Fund Contributions

5.7 It is essential that apartment blocks should be under central management if services are to be well co-ordinated and building and grounds repairs and maintenance planned coherently and executed in an orderly fashion and to a good standard. In the case of private developments where the apartments are held on long leases, the landlord or designated management company is responsible for management. Whoever manages the block is ultimately answerable to the leaseholders in accordance with the terms of the leases and subject to review by the Tribunal under a series of statutes enacted over the last 30 years. The leaseholders are entitled, should they so wish, to take control of the management of their block and make democratic decisions about the character and cost of works and services.

5.8 Registered social landlords owning and managing blocks or estates containing a mix of social periodic tenants and right-to-buy leaseholders (or their successors) are not in a similar position. They have two completely separate sets of duties to perform in relation to their social tenants and their private leaseholders. Indeed, they must also contend with shared equity arrangements, which appear to create two sets of duties to a single tenant. As regards their duties to social tenants, they are not entirely their own masters; they are subject to directives from central government and are, in some respects, funded by the tax payers. This situation inevitably produces conflicts of interests. Social tenants for the most part enjoy security of tenure and expenditure on the estate (which may include upgrading of services and accommodation to comply with government initiatives) results only in modest rent increases; leaseholders, on the other hand, must fund directly their share (under the terms of their lease) of the costs of any services, maintenance, repair or (if their lease so provides) improvement. Striking a balance is not always easy.

5.9 However, the provision of services to a reasonable standard and the maintenance of buildings and grounds in reasonable repair and condition are common responsibilities of a social landlord, regardless of the form of tenure. It is clear that Haygarth has been neglected for a significant period and is now in need of a fairly substantial program of works to bring the buildings and estate up to a reasonable modern standard. Neglect, leaving aside the quality of life of residents, has two potential financial consequences. The first is inevitably the need to incur substantial expenditure over a relatively short time scale. This involves the necessity for leaseholders to raise funds which, in many cases, may be problematic for them. The second is that the cost of the necessary works may be increased if minor defects are allowed to develop into major structural problems. If so, the landlord or manager may, if responsible for neglect, be left to pick up part – perhaps the lion's share – of those costs.

5.10 Fortunately, in this case, it does not appear that the second consequence is at issue. These are old blocks built to a basic 1960s standard and some parts of the structure are reaching a stage of their lives at which major works are inevitably needed. It is the task of the Landlord to manage these works in a reasonable manner. In so doing, the Landlord must act reasonably, having regard to its duties to all tenants and leaseholders. Provided the Landlord acts reasonably, and subject to statutory obligations to consult, it is for the Landlord to decide how to go about this.

5.11 One of the responsibilities of the Landlord is to manage the Trust Fund, which is a reserve fund intended to accumulate funds for major repairs. The Landlord ought reasonably to have a five-year or even a ten-year plan and is entitled to call upon leaseholders to make reasonable contributions to the Trust Fund. Clearly there are two purposes of this arrangement. The first is to ensure that funds are in hand (or substantially in hand) when major works are needed; the other is to avoid the necessity for the leaseholders to find large sums on short notice when major works are carried out, perhaps as a matter of urgency.

5.12 In the judgment of the Tribunal the Landlord has not acted reasonably in this respect. In its Decision of October 2012 the Tribunal was asked to review the Trust Fund contributions of £552.84 per leaseholder (equivalent to £37,797 for the Estate). As there was no evidence of any need for major works in the near future, the Tribunal reduced the contributions to £250 (£17,000). A similar figure was levied for 2013. But the accounts show that for both 2012 and 2013, during which period no major works took place, the Landlord grossly underestimated the actual cost of works and services, so that on 31 December 2013 the Leaseholders Trust Fund balance stood at only £11,036 (the equivalent of £17,868 for the Estate). During 2013 the Landlord decided to carry out during the following year fairly urgent major works to staircases and balconies at an estimated cost of £52,635; to redecorate the exterior of the five blocks at an estimated cost of £25,829; and to undertake the much needed re-roofing of garage blocks at a cost of £59,616. It was thus necessary to raise nearly £120,000 (£1,765 per apartment) in addition to meeting the usual costs of routine maintenance.

5.13 At the same time, the Landlord, taking note of the Tribunal's comments about long-term planning, proposed a program of works over the following 5 years at an estimated cost of £262,617 or £3,862 per apartment. It is worth noting that these figures set out in the Landlord's Statement of Case have increased substantially from the figures mentioned in a letter of 7 November 2013, which totaled £260,720 rather than £400,697. To fund these works, the Landlord sought a Trust Fund contribution for 2014 of £949 - £1,503. We have not been told and it is impossible on the information available to the Tribunal to calculate how much in total would be collected on this basis; but it was clearly not enough to fund the proposed works. The Landlord further proposes to levy substantial Trust Fund contributions over the next 5 years. Clearly, if works need to be done and are done to a reasonable standard and at reasonable cost, the Leaseholders must make due contribution.

5.14 It is common ground that the balcony works are fairly urgent, as the condition of

balconies is poor (in some cases very poor) and health and safety is involved. It is also clear on unchallenged expert evidence that the contract could reasonably be spread over two years. The garage blocks clearly need to be re-roofed; though in the judgment of the Tribunal it is not necessary to re-roof all four blocks at once. The Landlord's own evidence is that this work is not so urgent as it is not a matter of health and safety.

5.15 External decorations appears to comprise some metalwork on balconies and some wooden doors plus soffits and fascias; the witness statement of Mick Howells refers to wholesale replacement of soffits and fascias over the next 5 years.

There is no evidence of a close inspection of soffits and fascias; an inspection from ground level suggests to the Tribunal that only patch repairs are needed. How the figure of £25,829 was reached is unclear. However, to redecorate and repair as necessary soffits and fascias will require either a lot of scaffolding, some to a height of four floors, or a large cherry picker. It does not appear that a cherry picker of sufficient size would be able to access all elevations of all blocks. It might easily be more economical to replace soffits and fascias in uPVC (for which scaffolding would almost certainly be required everywhere) than to repair and decorate old wood and fibre board. That remains to be seen.

5.16 In the judgment of the Tribunal the estimate of £138,000 for these initial works is not unreasonable; more precise figures will emerge from the tendering process following statutory consultation. Given the history of the site and the current state of the Trust Fund it would be reasonable to spread these works over 2 years. It would not, in our judgment, be reasonable to call upon Leaseholders to fund all of these works in one year. Costs incurred on short notice, in circumstances where funds are not in hand, are painful. Charges to leaseholders, imposed over a short period, will be much higher than they are used to and may be unaffordable in some cases; they are not necessarily reasonably incurred, even though the costs are reasonable and the work is done to a good standard. In order to be reasonably incurred, costs must be incurred in a timely manner, depending upon the circumstances of the case. Doing the best we can on the evidence, and bearing in mind the passage of time since these works were first proposed and the further time that will pass before the time for payment arrives, the Tribunal concludes that the Trust Fund contributions set by the Landlord for 2014 were not unreasonable. Given the poor condition of the Estate, Leaseholders must expect to make similar contributions also for 2015.

5.17 As regards the works to be carried out over the next 5 years, there is no evidence of any specific survey. There is reference to further works to garages and to concrete balconies. It is not explained what work this might be and it is difficult to understand why any such works would be needed. There is no evidence of any specific need for tree works. There are substantial trees at the front of the site; but no major works are indicated. In the judgment of the Tribunal, the only work likely to be needed on the Estate roadways and footpaths over the next 5 years is patch repairs of modest dimensions; by no stretch of the imagination is wholesale resurfacing indicated. The level of works to the blocks, as regards which no breakdown has been provided, appears to amount to no more than routine maintenance to be funded out of Estate and Block contributions from year to year.

5.18 The Tribunal does not accept that the Landlord, having dealt with the garage roofs, balcony repairs and redecoration/replacement of soffits and fascias, is likely to spend anything like £260,000 on major works projects at Haygarth over the next 5 years. The staircases are almost new; there is no indication of any need for major works on block roofs or windows; the foot paths and roadways, with only minor repairs, will be good for at least 5 years (though more substantial works cannot be postponed indefinitely). It is to be hoped that the Landlord will now make use of its computer software to predict any needs for major works and will give advance notice to Leaseholders in good time and collect Trust Fund contributions at a reasonable rate to cover the costs without the need for sudden large increases in contributions at short notice.

Management Charges

5.19 The Landlord is clearly very anxious to be able to recover from Leaseholders a proportionate contribution to the Landlord's total management costs. A great deal of work has been done to establish the figures and to demonstrate the method of apportionment (though there remain some subjective elements in the latter). The point is made – and well made – that a housing association managing its own estates is not directly comparable with a private landlord or managing agent. The method of charging is different in that this Landlord includes the supervision of major works in its annual charges. An inappropriate comparison is nevertheless offered with private managing agents operating in the prime property market in central London. It is also said that a social landlord provides services not generally offered by private landlords or managing agents.

5.20 In the judgment of the Tribunal, the starting point is that the Landlord's entitlement to collect service charges relates only to services listed in Schedule 4 to the various leases. Administration charges are not service charges and cannot be collected as such from leaseholders generally; they must (if permitted by the leases) be charged to individual leaseholders who receive administration services. There is really nothing in the list of services put forward by the Landlord that a good private managing agent would not do. Of course, it might be said that the Landlord seeks to provide management to a high standard. However, that raises the issue as to whether the standard is in fact high and also the question whether it is reasonable to provide a Rolls Royce service to residents of Haygarth. Sadly, the evidence indicates to the Tribunal that the standard of management at Haygarth has been seriously flawed, particularly in the matters of forward planning and communication with leaseholders. This is exemplified by the hearing bundles, which run to 1040 pages yet leave important questions unanswered. It is far from clear that the witnesses before the Tribunal properly understand the accounts; if they do, they failed to communicate that understanding to the Leaseholders or to the Tribunal.

5.21 The Tribunal accepts that it is not unreasonable for the Landlord to apportion management charges across its whole portfolio; an attempt to apportion between estates would be a massive undertaking if it could be done at all. However, the Tribunal is troubled by the inclusion in this apportionment of the cost of supervising major works contracts, the extent and value of which must vary wildly, both in any particular year, and in the long term, across the 4,000 properties managed by the Landlord. This means that residents in a new block, which might need no major

works for the next 10 or 15 years, contribute to costs incurred on a major works contracts for an old run down estate like Haygarth, which is entering a period of major refurbishment. How can it be argued that such costs are "Estate costs" of an estate where no works are being carried out? In the judgment of the Tribunal, it cannot. It would be simple exercise to assess a reasonable percentage charge for the supervision of major works contracts and add that cost to the service charge of the affected property. In the case of Haygarth, for works on the blocks that ought to be done on a block by block basis, as required by the leases. For estate costs properly so called, it would be spread across the Estate. It is for the Landlord to assess what such supervision actually costs; since in-house staff are used, it ought probably to be at the lower end of the spectrum, perhaps 10-12% of the contract price.

5.22 Moreover, the Landlord's case appears to be that, provided it can be demonstrated that the costs were genuinely incurred, and the standard of the management services is reasonable, those must be deemed to have been reasonably incurred. If that is the Landlord's submission, the Tribunal rejects it. A social landlord may have all sorts of reasons for organising its affairs in a particular manner, even if that turns out to be rather expensive; but it does not follow that such costs can be passed on to leaseholders, even if the standard of management is good. In the judgment of the Tribunal it is necessary to consider what services have been provided to the Leaseholders under the terms of their leases and what is the value of those services to the Leaseholders. In this particular case, it is also necessary to consider the quality of the services provided. The Landlord appears now to be paying proper attention to the management of Haygarth; but the manner in which the Landlord has approached the task of carrying out necessary works remains, for the reasons set out above, rather unsatisfactory.

5.23 Moreover, the manner in which the accounts are set out and the approach of the Landlord to these Applications, providing a mass of evidence without proper analysis and omitting important information relevant to the case, suggests a good deal of confusion in the minds of the managers, let alone confusion in communications with Leaseholders who, understandably, struggle to make sense of the information provided to them by the Landlord. In addition, the large sums mentioned by the Landlord's witnesses, covering works some of which do not appear at all necessary, unsupported by any proper survey, suggests at best an unstructured approach to the scheduling of future works or at worst a motive to frighten the Leaseholders rather than list works the Landlord genuinely intends to carry out.

5.24 Since the hearing in October 2012, further work has been done on the calculation of actual management costs. The Landlord's evidence is that the cost of managing Haygarth in 2012/13, according to the best assessment the Landlord has been able to make, was £345.12 per leasehold unit. The Tribunal accepts that, if all the Landlord's costs, including head office costs, are taken into account, that figure is a reasonable assessment. However, the remarks of HH Judge Green quoted by Mr Platt make it clear that the starting point is the construction of the lease. If (which seems unlikely) the learned Judge intended to say that leaseholders of social landlords must pay for whatever services the landlord chooses to provide to whatever standard the landlord chooses to offer, without regard to the provisions of the lease or to the reasonableness of the sums charged, then he is, with respect, wrong. However, he did make it clear that the issue is, in the end, a question of fact.

5.25 Haygarth comprises 5 simple and basic blocks of flats with cheaply built garages and modest grounds with a simple landscaping scheme. It should be easy to manage. Taking into account the facts of this case as set out above and doing the best we can on the evidence, we assess reasonable management charges for 2014 at £200 per unit for 2013 and £240 for 2014. We find that the additional sums claimed by the Landlord for management charges, although apparently actually incurred, have not been reasonably incurred in the management of Haygarth. We express no view on this occasion as to whether, in general terms, the Landlord's management operation across the whole of its portfolio represents good value for money. The figures we have assessed represent, in our view, reasonable value for money for the services provided under the terms of the leases to the Leaseholders of Haygarth.

Costs

5.26 This Tribunal takes the view that it has a wide discretion to exercise its powers under section 20C in order to avoid injustice to tenants. In many cases, it would be unjust if a successful tenant applicant were obliged to contribute to the legal costs of the unsuccessful landlord or, irrespective of the outcome, if the tenant were obliged to contribute to costs incurred unnecessarily or wastefully. In many cases, it would be equally unjust were non-party tenants obliged to bear any part of the landlord's costs.

5.27 However, in some cases, the landlord's conduct of his defence may be a reasonable exercise of management powers even if he loses. The landlord may have made an offer the tenant ought to have accepted. In such cases, it might be reasonable for the tenants generally to bear those costs. In other cases, for example where the non-party tenants supported the unsuccessful landlord, it might be reasonable for the non-party tenants to contribute to the landlord's costs. A wide variety of circumstances may occur and the section permits the Tribunal to make appropriate orders on the facts of each case.

5.28 In this case, neither party has been wholly successful. Nevertheless, in the judgment of the Tribunal it was reasonable for Mr Clark to contest Application No 2 and for the Leaseholders to bring Application No 3. Overall, the Tribunal concludes that it would be just and equitable in the circumstances of the case to order that the Landlord should be disentitled from treating its costs of and arising out of the application as relevant costs to be taken into account in determining any service charge relating to the Leaseholder Applicants. In addition the Landlord as Respondent to Application No 3 must reimburse the Applicant Leaseholders in respect of the application and hearing fees.

Judge G M Jones
Chairman
5th February 2015

SCHEDULE OF LEASEHOLDERS

FLAT No	TENANT Long leaseholders only are named	SIZE/FLOOR Ground, First, Second, Third	LEASE TYPE One of three types	BLOCK CHARGE Omnium	ESTATE CHARGE % All 1/68
Block A	**10 leaseholders of 12**				
1	HPHA tenant	3BR GF/FF			
2	HPHA tenant	2BR GF/FF			
3	Alex & Emma WILLCOX	2BR GF/FF + G	Hightown	N/A	1.47
4	Jacqui FRANCE	2BR GF/FF + G	Omnium	7.95	1.47
5	Mary FAMILY	2BR GF/FF + G	Omnium	7.95	1.47
6	Janaka FERNANDO	3BR GF/FF + G	Omnium	8.46	1.47
7	Steve HUGHES	3BR SF/TF + G	Omnium	8.96	1.47
8	Chantel LEES	2BR SF/TF + G	Omnium	8.33	1.47
9	Shirley TURNBULL (formerly EASTER)	2BR SF/TF + G	Omnium	8.33	1.47
10	Ray BRISLEY	2BR SF/TF + G	Hightown	N/A	1.47
11	Alison HOWES	2BR SF/TF + G	Hightown	N/A	1.47
12	Jeremy ANDREWS*	3BR SF/TF + G	Omnium	?	1.47
Block B	**13 leaseholders of 24**				
13	HPHA tenant	3BR GF/FF			
14	Dale WELTON	2BR GF/FF + G	Hightown	N/A	1.47
15	HPHA tenant	2BR GF/FF			
16	HPHA tenant	2BR GF/FF			
17	HPHA tenant	2BR GF/FF			
18	Paul & Pam MEIKELJOHN	2BR GF/FF + G	Hightown P**	N/A	1.47
19	HPHA tenant	2BR GF/FF			
20	Tom GIBBON*	2BR GF/FF + ?	Omnium	?	1.47
21	Brian SOPP	2BR GF/FF + G	Hightown	N/A	1.47
22	Anil CHAUHAN & Amar VARSANI	2BR GF/FF + G	Omnium	4.12	1.47
23	HPHA tenant	2BR GF/FF			
24	Judith HEANEY	3BR GF/FF + G	Hightown	N/A	1.47
25	HPHA tenant	3BR SF/TF			
26	Brendan EGAN	2BR SF/TF + G	Omnium	4.12	1.47
27	Ian WASHINGTON	2BR SF/TF + G	Hightown	N/A	1.47
28	HPHA tenant	2BR SF/TF			
29	Karen LEWIS	2BR SF/TF + G	Omnium	4.12	1.47
30	HPHA tenant	2BR SF/TF			
31	Mr P WALSBY*	2BR SF/TF + G	Omnium	?	1.47
32	Bertram BROWNE	2BR SF/TF	Omnium	4.12	1.47
33	HPHA tenant	2BR SF/TF			
34	Mr J CLIFFORD*	2BR SF/TF + G	Omnium	?	1.47
35	HPHA tenant	2BR SF/TF			
36	Charlotte BRIGHT	3BR SF/TF + G	Omnium	4.43	1.47
Block C	**7 leaseholders of 12**				
37	Brian STANNARD	3BR SF/TF + G	Omnium	8.46	1.47
38	HPHA tenant	2BR SF/TF			
39	Maxine ONSTENK	2BR SF/TF + G	Omnium	7.95	1.47
40	HPHA tenant	2BR SF/TF			
41	Keeley NEVILL	2BR SF/TF + G	Omnium	7.95	1.47

42	Nigel GRIMES	3BR SF/TF + G	Omnium	blank	1.47
43	HPHA tenant	3BR GF/FF			
44	HPHA tenant	2BR GF/FF			
45	HPHA tenant	2BR GF/FF			
46	Barry & Mary WESTON	2BR GF/FF + G	Hightown	N/A	
47	Andy GROVES	2BR GF/FF + G	Omnium	8.33	
48	Michael WOMACK	3BR GF/FF + G	Omnium	8.96	
Block D	**4 leaseholders of 8**				
49	Scott HARDING	2BR FF/SF + G	Omnium	13.57	
50	Mike BARRY	2BR FF/SF + G	Omnium	13.78	
51	Sheraza SAMSUDEEN	2BR FF/SF + G	Omnium	13.78	
52	Marshall CONDER (abroad)	2BR FF/SF + G	Omnium	?	
53	HPHA tenant	1BR GF			
54	HPHA tenant	1BR GF			
55	HPHA tenant	1BR GF			
56	HPHA tenant	1BR GF			
Block E	**8 leaseholders of 12**				
57	Terrence MILLER*	2BR FF/SF + ?	Omnium	?	
58	HPHA tenant	2BR FF/SF			
59	Paul CLARK	2BR FF/SF + G	Omnium	9.31	
60	HPHA tenant	2BR FF/SF			
61	Vipul JINDAL	2BR FF/SF + G	Omnium	9.31	
62	John GORDON	2BR FF/SF + G	Hightown	N/A	
63	HPHA tenant	1BR GF			
64	Maureen SAVAGE	1BR GF + G	Omnium	7.64	
65	Dave TAYLOR	1BR GF + ?	Omnium	6.89	
66	HPHA tenant	1BR GF			
67	Trevor & Gill WEBB	1BR GF + G	Omnium	6.89	
68	Gail REED	1BR GF + G	Hightown	N/A	
68 flats	**42 leases** **37 Applicants** **26 weekly tenants**		**31 Omnium** **10 Hightown** **1 Hightown P**		
	***Denotes leaseholder non-Applicant**		****P indicates Preatorian**		

GMJ 02.02.2015