

FIRST-TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case Reference : BIR/41UB/LIS/2016/0028

Property : Flat 2, 26 Horse Fair

Rugeley WS15 2EL

Applicant : Ms L Ferneyhough

Representative : Mr A Ferneyhough

Respondent : Goodwyn Reality Ltd

Representative : Blue Property Management UK Ltd

Type of Application : Service Charges \$27A and

Limitation of Costs s20C LTA 1985

Tribunal Members : Mr I P Taylor FRICS (Valuer Chair)

Mr P Hawkesworth

Mr J Arain

Date and venue of

Hearing : 14th December 2016 – Stafford Magistrates Court

The Court House Stafford ST16 3DW

Date of Decision : 24th February 2017

DECISION

Decisions of The Tribunal

- 1. The Tribunal makes the determination as set out under the various headings in this Decision and as set out in the attached Scotts Schedule (Appendix A) and Para 132. below. The Tribunal directs that within 28 days of this Decision the Respondent recalculates the service payable by each Applicant and submits accordingly. If, after the 28 day period has expired, the recalculation is not agreed, then the either party may apply to the Tribunal to determine the correctness of the recalculation only.
- 2. The Tribunal makes an order under Section 20c of the Landlord and Tenant Act 1985 even though the Respondent confirmed that they would not be seeking reimbursement in this instance.

The Application

- 3. On the 5th August 2016 the Applicant Lucie Ferneyhough applied to the First Tier Tribunal ("the Tribunal") for a determination under Section 27A of the Landlord and Tenant Act 1985 ("the Act") for liability to pay and for reasonableness of service charge levied 2011, 2012, 2013, 2014 and future budgeted charges 2015 & 2016. The Application showed additional Applicants being Emily Brunt (Flat 1) and John Scott (Flat 3).
- 4. An application under 20C The Landlord and Tenant Act 1985 was also submitted.
- 5. By way of letter on 24th August 2016 a Procedural Judge, under Rule 10, substituted the Freeholders, Goodwyn Realty Ltd as Respondents and Blue Property Management UK Ltd as Landlords Agent/Representative.
- 6. Directions, which were issued on the 29th September 2016 by The Regional Judge, directed that the matter be dealt with by oral hearing and listed for a one day hearing.
- 7. On 16th November 2016 a hearing was set for 14th December 2016.
- 8. During the hearing further directions were issued for information requested in relation to the Emergency lighting system and the replacement door.
- 9. Subsequent to the hearing further directions were issued on 20th December 2016 relating to further information necessary relating to Section 20B Landlord and Tenant Act 1985.

The Background

- 10. The Applicant, Lucie Ferneyhough is the lessee of Flat 2, 26 Horse Fair, Rugeley Staffordshire, WS15 2EL on a lease for a term of 99 years from 11th December 2007.
- 11. The 2 further Applicants listed on the application are;
- 12. Flat 1 Emily Brunt & Flat 3 John Scott
- 13. The service charge percentages are as follows;

Flat 1 – 20.80% Flat 2 – 20.80% Flat 3 – 25.00%

- 14. The Freeholder is Goodwyn Realty Ltd who was represented by Blue Property Management UK Ltd as both managing agent and advocate throughout the Tribunal process.
- 15. 26 Horse Fair is a Victorian property which has been converted to a 5 flat development with service charge liabilities.

The Inspection

16. The Tribunal inspected the property, prior to the hearing on 14th December 2016 and all parties were present. Anthony Howard, who is the area manager for Blue Property Management UK, was present but confirmed that due to family issues he could not attend the hearing but Mr Peter Evans (Director) would attend in his place.

The Issues

At the start of the hearing the issues were identified as follows;

- 17. The payability and/or reasonableness of service charges for the years 2011, 2012, 2013 & 2014 as set out in schedules provided.
- 18. The payablity and/or reasonableness of budgets for the periods 2015 & 2016.
- 19. Issues involving the applicability or otherwise of Section 20B Landlord and Tenant Act 1985 in relation to "repairs" for the years 2011, 2012, 2013 & 2014.
- 20. Whether the Tribunal should make an order under Section 20c Landlord and Tenant Act 1985.

The Main Headings 2011,2012,2013 & 2014

Repairs

- 21. The Applicants submitted oral statements at the hearing and written submissions following further Directions. They submitted that the effect of Section 20B Landlord and Tenant Act 1985 was that the Tribunal should disallow all service charge items claimed more than 18 months following the date that the actual work relating to the item concerned was carried out and not 18 months after the invoice date. The Applicants, in following written submission, provided a list of invoices that they considered should be disallowed. Notwithstanding that the submissions were not signed the Tribunal is prepared to accept them for consideration as the name of Mr Ferneyhough appears at the foot of them.
- 22.On this point the Tribunal found the Applicants submission to be unhelpful as it did not specifically assist with a cohesive assessment for conclusion as to what discounts should be applied and the amounts involved even though this had been requested.
- 23. The Respondents at the hearing disagreed with the Applicants submission and referred to *OM Property v Burr 2013* (EWCA Civ 479) and further submitted that, based upon this case, costs are only incurred when the invoice applicable to those works is submitted.
- 24. The Tribunal found that the Applicant did not fully understand Section 20B. The Tribunal considered the case of "Burr" and noted that The Master of the Rolls concluded;
- 25. "on the conclusion that I have reached the tenant enjoys the protection that, subject to Section 20B(2), he is not liable to pay so much of a service charge as reflects costs incurred more than 18 months after an invoice is presented or payment is made by the landlord/management company. It is true that this provides less protection than if the tenant is not liable to pay so much of a service charge as reflects costs incurred more than 18 months after the service is provided or supply made"
- 26. Additionally, guidance can be obtained from the reference to "Burr" in the later case of Ground Rents (Regisport) Limited v Dowlen and others (2014) UKUT 0144 (LC) where it was stated (in relation to "Burr") in paragraph 25 of Dowlen that:

"The Court of Appeal (upholding the decision of the Tribunal (His Honour Judge Mole QC) held that as a matter of ordinary language a liability had to crystallise before it became a cost: that distinction between a liability and a cost was reflected in section 20B. The relevant costs were not "incurred" within the meaning of section 20B of the 1985 Act simply on the provision of services or supplies to the landlord or its management company, but only on the presentation of an invoice or other demand for payment or on payment being made".

- 27. The Respondents further written submission was equally considered unhelpful and vague in assisting the Tribunal to determine the Section 20B issue. It was clear that the Respondents believed that when considering the Section 20B (18 month rule), the entire budget was to be considered against the entire expenditure, whereas, the Applicants were of the opinion that only the relevant headings should be considered, as stand alone considerations, thus the item headed "repairs" in any budget year should be mirrored against expenditure under this heading in the final accounts. The Respondents also suggested, in their written submission that all requests were made within the 18 month rule but the Tribunal found this not the case from the documentation provided.
- 28. The Tribunal noted that the Accounts submitted by the Respondents have not been dated and therefore had to rely on submissions from both parties to try and ascertain on what basis the 18 month rule should be applied.
- 29. Section 20B has no application where (a) interim payments on account of service charge are made by a tenant during the year (b) the actual expenditure for the year turns out not to be more than the total of the interim payments and (c) no demand for a balancing payment is made by the landlord.
- 30. Section 20B only applies where a demand for payment of a service charge is made where the cost or costs underlying that demand were incurred more than 18 months earlier than the date of the demand (see above when a cost is incurred) Where a demand made **after** the service charge year-end is for a balancing charge, however, it clearly does relate to costs already incurred. The balancing charges represent the amount by which the estimated expenditure fell short of the actual expenditure for the year concerned, that is to say, those costs incurred after the advance service charge payments had been spent. Thus, a tenant is not liable to pay any balancing charge (or part of the same) which represent costs which have been incurred more than 18 months prior to the demand. But, any service charges paid in advance (on account) are unaffected. Thus, in considering balancing payments it is necessary to ascertain when the advance payments were fully utilised and, as a result, when the costs underpinning the balancing payment began to be incurred.
- 31. Year 2011 The Tribunal noted that the disputed amount arising from the Applicant's Section 20B claim equates to £2094.90. According to the Respondent all the expenditure in relation to 2011 was covered by the budgeted amount the Tribunal finds, however, that the difference between the actual budget and certified budget less the amount disallowed by the Tribunal (£4,820.00-£4,080.00-£543.80) equates to £196.20 and therefore the Tribunal determines that this amount should be disallowed.
- 32. Year 2012 The Tribunal noted that the disputed amount arising from the Applicant's Section 20B claim equates to £3,164.68. The date of the balancing charge demand was 30th June 2014 and the date of the disputed invoices which are part of the sum which comprises the balancing charge was 31st December 2012 i.e. just within 18 months. The Tribunal therefore determines there is no disallowance.
- 33. Year 2013 The Tribunal noted that the disputed amount arising from the Applicant's Section 20B claim equates to £1,653.05 according to the Respondent.

However, the Tribunal calculates the figure at £1,652.65 disregarding invoices 17485 20490 and 20492. The date of the balancing charge demand was 26th May 2015. As a result, applying the 18 month rule, anything prior to 26th November 2013 is out of time. The difference between the actual budget and certified budget less the amount disallowed by the Tribunal (£8,918.00-£4,080.00-£750.14) equates to £1,652.65 should be disallowed in full.

- 34. Year 2014 The Tribunal noted that the disputed amount arising from the Applicant's Section 20B claim equates to £2,767.09. The difference between the actual budget and certified budget less the amount disallowed by the Tribunal (£11,676.00-£5,673.00-£2,198.23) equates to ££3,804.77. The date of the demand for the balancing charge was 5th October 2015 and counting 18 months prior from that date means that any cost incurred prior to 5th April 2014 cannot be recovered. Thus invoices 18265 20005 20485 19355 19378 19356 19376 18708 19380 19357 and 19254 are all out of time and therefore the Tribunal determines that the amount requested by the Applicant of £2,767.09 should be disallowed in full.
- 35. Therefore, the Tribunal considered all submissions and evidence and determines that in addition to the other disallowed amounts in the Scotts Schedule (shown below) the following additional amounts are disallowed relating to the claim under Section 20B Landlord and Tenant Act 1985 (shown in Scotts Schedule);

Year 2011 - £196.20

Year 2012 - £0.00

Year 2013 - £1,652.65

Year 2014 - £2,767.09

<u>Cleaning Budget</u> (years 2011/2012/2013/2014 only)

- 36. The Applicants submitted that the cost of the general cleaning provision was too high. The invoiced amount for cleaning equated to £1,872.00 per annum.
- 37. It was agreed, by both the Applicants and the Respondents, that cleaning should be carried out on a fortnightly basis (i.e. 26 times a year).
- 38. The Applicants submitted that they had made some basic enquires and provided a projected cost of £20.00 per visit but the Scott Schedule revealed that a higher oral quote of £38.00 per visit had been obtained. The Tribunal probed these costs in relation to VAT and indeed the level of service but because there was no written quotation it was difficult to produce a "like for like" position.
- 39. The Tribunal considered the evidence submitted and determines that the annual amount should equate to £45.00 + VAT per visit based upon the service level by

Blue Property Management UK. Therefore, for the years scheduled the annual cleaning invoice would be £1,404.00 (including VAT).

Fire Risk Assessment (years 2011/2012/2013/2014 only)

40. At the commencement of the hearing the Applicants and the Respondents agreed all Fire Risk Assessment items and the Tribunal determines accordingly.

Building Insurance (years 2011/2012/2013/2014 only)

41. At the commencement of the hearing the Applicants and the Respondents agreed all Building Insurance items and the Tribunal determines accordingly.

<u>Fire Signs</u> (years 2011/2012/2013/2014 only)

- 42. The Applicants submitted that each fire sign that was placed in the building over a number of years had a base cost of £14.00 when the "retail cost" was less than £3.00 per sign. The Respondents submitted that the signs were a better quality and there was an additional cost for fitting due to Health & Safety requirements.
- 43. The Tribunal had no evidence submitted by the Applicants for the labour or the quality of the finished product and therefore confirms the Respondents invoiced amounts.

Replacement Lamps (bulbs) (years 2011/2012/2013/2014 only)

- 44. The Applicants submitted that the average scheduled cost of a light bulb and labour for fitting equated to £17.98 (after complaints of higher costs). They further submitted that the cost of a bulb being £5.00 should be the total cost.
- 45. The Respondents submitted that whilst the cost of the bulb is in the order of £5.00 (incl. VAT) there must be additional charges for obtaining the bulbs, complying with Health & Safety requirements and fitting the bulb.
- 46. The Tribunal considered all submissions and determine the total cost should be £14.00 (£5.00 bulb and £7.50 + VAT labour) to reflect the cost of purchasing the bulb, fitting and health and safety requirements.

Gas Meter Cupboard

(years 2012 & 2013 only)

- 47. The Applicants submitted within the Scotts Schedule items relating to the installation of a gas meter cupboard with ref: 10656 (31.12.12)/11304 (28.3.12)/11664 (26.3.12)/14932 (11.2.13). The submission was based upon the fact that works were carried out and then further remedial/additional works around the same work, which was clearly due to substandard planning of the original work.
- 48. The Respondents submitted that the work was necessary and indeed that the original work was an "emergency request" and that it was all Health & Safety compliant.
- 49. The Tribunal considered the submissions and determines that items 10656 (the original work) and 11304 (painting) are reasonable but that items 11664 and 14932 are not considered reasonable and should be deleted, as not allowable, from the list of expenditure.

Snow Cleared (year 2013 only)

50. At the commencement of the hearing the Applicants and the Respondents agreed all items relating to "Snow" and the Tribunal determines accordingly.

Fire Alarm System Install (years 2013 & 2014 only)

- 51. The Applicants submitted, in the Scotts Schedule, items relating to the installation of the fire alarm system with ref: 20490 (31.12.13)/ 20485 (1.2.14).
- 52. The Applicants agreed at the hearing that invoice 20490, the original installation was necessary, but on the basis that the original specification was produced by Blue Property Management UK the second item should not have been necessary.
- 53. The Applicants also submitted that if both items were allowed there would be an issue with Section 20B relating to the cost.
- 54. The Respondent was unable to shed any light on the reasons for the additional work.
- 55. The Tribunal considered the submissions and determines that item 20490 is allowable but that item 20485 is not considered reasonable and should be deleted, as not allowable, from the list of expenditure.

Emergency Lighting Installation (years 2013 & 2014 only)

- 56. The Applicants submitted on the Scotts Schedule items relating to the installation of the emergency lighting system with ref: 20492 (31.12.13)/20005 (1.2.14)/20488(22.5.14)/
- 57. The Applicants agreed at the hearing that invoice 20492, the original installation, was necessary but on the basis that the original specification was produced by Blue Property Management UK the other items should not have been necessary.
- 58. The Applicants also submitted that if both items were allowed there would be an issue with Section 20B relating to the cost.
- 59. The Respondent was unable to shed any light on the reasons for the additional work but requested more time to provide better particulars to the Tribunal. The Tribunal agreed and made an order for further directions. The Tribunal received further submissions in written form but these did not relate to this issue and were therefore discounted as they shed no further light on the issue and thus the Tribunal relied upon the information submitted at the hearing.
- 60. The Tribunal considered the submissions and determines that item 20492 is allowable but that item 20005 and 20488 are not considered reasonable and should be deleted, as not allowable, from the list of expenditure.

Year January 2011 - December 2011

Sharp Missing Edges/Missing Coping Stones

- 61. The Applicants submitted invoice 9276 (1.11.11) as being unreasonable due to the standard and cost of work.
- 62. The Respondents agreed at the hearing that the submitted costings were incorrect.
- 63. The Tribunal considered the submissions and determine that the total cost of the work, including Labour, should not exceed £229.20.

Smoke Alarm

64. During the hearing the Applicants and the Respondents agreed this item (9294) as reasonable and the Tribunal determines accordingly.

Tree Stump/Trip hazard

- 65. The Applicants submitted invoice 9295 (2.11.11) relating to the removal of a tree stump and suggested that the remaining item is now a trip hazard.
- 66. The Tribunal inspected the area and determine that the hazard was removed correctly and further determines that the full cost is allowable.

Contractor/ Discuss work on rear door.

- 67. The Applicants submitted invoice 7990 (7.7.11) and submitted it unreasonable.
- 68. The Respondent suggested this was reasonable due to "complexities".
- 69. The Tribunal considered the submissions and determines this item should be deleted, as not allowable, from the list of expenditure.

Building Report

- 70. The Applicants submitted invoice 7644 (16.5.11) as unreasonable.
- 71. The Respondent suggested this was reasonable but was unable to explain why the report was produced or indeed its purpose.
- 72. The Tribunal considered the submissions and determines this item should be deleted are not considered reasonable and should be deleted, as not allowable, from the list of expenditure.

Keys Cut

- 73. The Applicants produced invoice 5999 (19.1.11) and submitted it unreasonable due to the cost of each key cut. The Applicants further submitted that the shop attended charged £3.95 per key.
- 74. The Respondents submitted that a credit had been raised of £54.00 without explanation.
- 75. The Tribunal considered the submissions and determines that invoice should not exceed £37.00 in total.

Year January 2012 - December 2012

External downpipe and hopper.

- 76. The Applicants submitted invoice 10655 (31.12.12) was unreasonable due to cost. They accepted the work had been carried out.
- 77. The Respondent had offered a £10.00 credit without explanation.

78. The Tribunal considered the submissions and determine the total cost should not exceed £108.00

Broken Guttering

- 79. The Applicants submitted that invoice 12205 (3.5.12) was unreasonable in terms of price.
- 80. The Respondents appeared to have suggested in their response that they "credited" the amount, however, at the hearing they submitted that was not the case and they had credited only £120.00.
- 81. After discussions both the Applicants and the Respondent agreed that the amount should be capped at £288.00 and the Tribunal determines accordingly.

Year January 2013 - December 2013

Rendering

- 82. The Applicants submitted that invoice 16647 (6.6.13) was unreasonable due to cost. They submitted that work was of poor quality and that the operatives should not have waited hours for the render to dry and then paint but instead should have returned at a later date to paint once the render had dried.
- 83. The Respondent did not agree and felt it reasonable that 2 operatives should wait on site until the render had dried before painting.
- 84. The Applicants showed the Tribunal photographs of the completed work.
- 85. The Tribunal considered the submissions and determine the total cost should not exceed £101.41 (£75.00+ VAT labour/ £11.41 materials).

Replaced Skirting Board

- 86. The Applicants submitted that invoice 16652 (18.7.13) was unreasonable due to cost. They submitted that work was of poor quality. The work was carried out within Flat 1.
- 87. The Respondents confirmed that the work was carried out on the service charge account as a claim on Insurance would not have been cost effective.
- 88. The Applicants could not show the Tribunal any evidence that the work was not carried out to a suitable standard or that the cost was incorrect.
- 89. The Tribunal considered the submissions and determine the total cost should be allowed.

Year January 2014 - December 2014

Back Door Lock (block inside lock)

- 90. The Applicants submitted that an invoice 19355 (14.2.14) was unreasonable due to cost. They submitted pictures showing the nature of the repair.
- 91. The Respondent considered the standard of work and cost reasonable.
- 92. The Tribunal considered the submissions and determine that the standard of work and finish was poor and that the total cost should not exceed £24.00 (£20.00 + VAT).

Unblock Main Drain

- 93. The Applicants submitted that an invoice 19378 (14.2.14) was not reasonable.
- 94. The Tribunal considered the submission and noted that the Applicants had no reasons for dispute and therefore determines that the full cost is allowable.

Drain Overflowing Call

- 95. The Applicants submitted an invoice 19376 (23.2.14) for the report of a call on a Sunday afternoon. The Applicants claim they left a message on voice mail and never received a returned call and that the operative only attended site on Monday morning.
- 96. The Respondent claimed that this was an emergency call and that they responded accordingly and that they charge for "out of hours" calls.
- 97. The Tribunal considered the submissions and considered the Royal Institution of Chartered Surveyors Code of Practice for Management and determine that the total cost is not allowable on the list of expenditure.

Drain Fix

98. The Applicants submitted an invoice 19380 (24.2.14) which they consider unreasonable. They submitted that an operative attended site but could not fix the issue and thus called a third- party operative to attend.

99. The Tribunal considered the submissions and determine that the full cost is reasonable and chargeable. It was clear that the operatives attended site and carried out the work applied for, even though they were not successful.

Fitted New Cover

- 100. The Applicants submitted that an invoice 19357 (25.2.14) was not reasonable.
- 101. The Respondent submitted that the work was carried out responding to a call from the Applicants.
- 102. The Tribunal considered the submission and noted that the Applicants had no reasons for dispute and therefore determines that the full cost is allowable.

Fitted Wooden Rail

- 103. The Applicants submitted an invoice 20332 (29.4.14) to be unreasonable.
- 104. At the hearing the parties agreed to limit the cost to £296.06 which the Tribunal determines accordingly.

Fire Alarm (replace fuse/2x batteries)

- 105. The Applicants submitted an invoice 20926 (8.5.14) as being unreasonable in cost.
- 106. At the hearing the parties agreed to limit the cost to £84.33 which the Tribunal determines accordingly.

Replaced Guttering

- 107. The Applicants submitted that an invoice 20799 (9.5.14) was not reasonable as the workers only attended site at 11.00 and left by 15.00 yet a full days cost has been charged.
- 108. The Respondents made comment that the workers commenced work prior to attending site and needed to purchase materials etc.
- 109. The Tribunal considered the submission and noted that the Applicants had no reasons for dispute and therefore determines that the full cost is allowable.

Fitted Alloy Bowl Grill

110. The Applicants submitted an invoice 21038 (22.5.14) which they consider unreasonable as replaced previous work carried out.

111. The Tribunal heard that this work was necessary to solve the problem "in situ" and indeed the Applicants confirmed that this secondary work solved the issues reported. The Tribunal considered the submissions and determines the full cost is allowable.

Gas Meter Access Panel

- 112. The Applicants submitted invoice 21040 (3.6.14) and submitted it unreasonable as already carried out under ref 10656.
- 113. The Tribunal considered the submissions and determines this item should be deleted as not allowable from the list of expenditure.

Patio Drainage Fitted

- 114. The Applicants submitted an invoice 22306 (25.7.14) as being unreasonable in cost.
- 115. At the hearing the parties agreed to limit the cost to £236.34 which the Tribunal determines assertingly.

Fire Alarm Test

- 116. The Applicants submitted that an invoice 25099 (3.12.14) was not reasonable.
- 117. At the hearing the parties agreed that this item should be paid in full and the Tribunal determines this accordingly.

Lighting (replaced 2x light fitting)

- 118. The Applicants submitted that an invoice 236764 (10.12.14) was not reasonable but clearly had misunderstood the basis of works in this instance.
- The Tribunal considered the submission and noted that the Applicants had no reasons for dispute and therefore determines that the full cost is allowable.
- 120. The Applicants also submitted that invoice 23058 (7.10.14) was unreasonable as it was a replacement of light fittings recently installed. The Tribunal considered the representations from both parties and determine that there was no reason for the fitting to fail and thus the cost was not reasonable under Section 19 Landlord and Tenant Act 1985 and disallowed in full.

Window Cleaning

- 121. The Applicants submitted that an invoice 26072 (1.5.14) was not reasonable.
- 122. The Tribunal considered the submission and noted that the Applicants had no reasons for dispute and therefore determines that the full cost is allowable.

New Door

- 123. The Applicants submitted that invoice 20640 (6.7.14) was not reasonable due to the fact that this was incurred following mistaken Police action at the property and the excess should be reclaimed in full.
- 124. The Respondents submitted that the cost was reasonably incurred and that the Police Authority would not reimburse and that the buildings insurance would make payment and therefore the excess was reasonably incurred.
- 125. The Tribunal considered that, based upon the information submitted, the cost was reasonably incurred and that the full cost is allowable (Section 19 Landlord and Tenant Act 1985). However, the Tribunal felt it reasonable that the Respondents make every effort to claim the excess amount from the Police Authority and credit the service charge at that point.

On Account Year January 2015 - December 2015

- 126. The Applicants submitted that the year of 2015 was over-budgeted but provided no further information to assist the Tribunal.
- 127. The Tribunal considered this matter at length and on the basis this was a budget and that the final year accounts, which must be provided by the terms of the Lease and/or The Landlord and Tenant Act 1985, will avail the Applicants of precise computations which may, once considered, allow the Applicants to make a further Application, under Section 27 Landlord and Tenant Act 1985 to the First Tier Tribunal based upon actual expenditure.
- 128. Therefore, The Tribunal determines that the budgeted cost for 2015, as a whole, remains as reasonable and chargeable accordingly.

On Account Year January 2016 - December 2016

- 129. The Applicants submitted that the year of 2016 was over budgeted but provided no further information to assist the Tribunal.
- 130. The Tribunal considered this matter at length and on the basis this was a budget and that the final year accounts, which must be provided by the terms of the Lease and/or The Landlord and Tenant Act 1985, will avail the Applicants of precise computations which may, once considered, allow the Applicants to make a

further Application, under Section 27 Landlord and Tenant Act 1985 to the First Tier Tribunal based upon actual expenditure.

131. Therefore, The Tribunal determines that the budgeted cost for 2016, as a whole, remains as reasonable and chargeable accordingly.

Conclusion

132. FINAL DETERMINATION OF TOTAL ITEMS DISALLOWED BY TRIBUNAL

Scotts Schedule	FLAT 1	FLAT 2	FLAT 3		
Disallowed	20.80%	20.80%	25%		
£ 11,433.15	£ 2,378.10	£ 2,378.10	£ 2,858.29		

Application under Section 20c

133. The Applicants also applied for an order under Section 20C of the Landlord and Tenant Act 1985. The Respondents submitted that it was not their intention to request costs through the service charge. However, for the sake of good order, following submissions from the parties and taking into account the final determinations, the Tribunal makes an order that all of the costs incurred by the Landlord in connection with these proceedings are not to be regarded as relevant costs to be taken into account in determining the amount of the service charge payable by the Applicants.

Appeal

134. A party seeking permission to appeal this decision must make a written application to the Tribunal for permission to appeal. This application must be received by the Tribunal no later than 28 days after this decision is sent to the parties. Further information is contained within Part 6 of The Tribunal (First-tier Tribunal) (Property Chamber) Rules 2013 (S.I. 2013 No. 1169).

Name: Ivan P Taylor BSc FRICS

Valuer Chair

Date: 24th February 2017

THE LAW

Landlord and Tenant Act 1985

Section 19 Limitation of service charges: reasonableness.

- (1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period—
- (a) only to the extent that they are reasonably incurred, and
- (b) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard;

and the amount payable shall be limited accordingly.

(2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

27A Liability to pay service charges: jurisdiction

- (1) An application may be made to a leasehold valuation tribunal for a determination whether a service charge is payable and, if it is, as to—
 - (a) the person by whom it is payable,
 - (b) the person to whom it is payable,
 - (c) the amount which is payable,
 - (d) the date at or by which it is payable, and
 - (e) the manner in which it is payable.
- (2) Subsection (1) applies whether or not any payment has been made
- (3) An application may also be made to a leasehold valuation tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to—
 - (a) the person by whom it would be payable,
 - (b) the person to whom it would be payable,

- (c) the amount which would be payable,
- (d) the date at or by which it would be payable, and
- (e) the manner in which it would be payable.
- (4) No application under subsection (1) or (3) may be made in respect of a matter which—
 - (a) has been agreed or admitted by the tenant,
- (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
 - (c) has been the subject of determination by a court, or
- (d) has been the subject of determination by an arbitral tribunal pursuant to a postdispute arbitration agreement.
- (5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.
- (6) An agreement by the tenant of a dwelling (other than a post-dispute arbitration agreement) is void in so far as it purports to provide for a determination—
 - (a) in a particular manner, or
 - (b) on particular evidence,

of any question which may be the subject of an application under subsection (1) or (3).

(7) The jurisdiction conferred on a leasehold valuation tribunal in respect of any matter by virtue of this section is in addition to any jurisdiction of a court in respect of the matter.

Section 20

- (1) Where this section applies to any qualifying works or qualifying long term agreement, the relevant contributions of tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have been either—
 - (a) complied with in relation to the works or agreement, or
 - (b) dispensed with in relation to the works or agreement by (or on appeal from)
- (2) In this section "relevant contribution", in relation to a tenant and any works or agreement, is the amount which he may be required under the terms of his lease to contribute (by the payment of service charges) to relevant costs incurred on carrying out the works or under the agreement.

- (3) This section applies to qualifying works if relevant costs incurred on carrying out the works exceed an appropriate amount.
- (4) The Secretary of State may by regulations provide that this section applies to a qualifying long term agreement—
- (a) if relevant costs incurred under the agreement exceed an appropriate amount, or
- (b) if relevant costs incurred under the agreement during a period prescribed by the regulations exceed an appropriate amount.
- (5) An appropriate amount is an amount set by regulations made by the Secretary of State; and the regulations may make provision for either or both of the following to be an appropriate amount—
- (a) an amount prescribed by, or determined in accordance with, the regulations, and
- (b) an amount which results in the relevant contribution of any one or more tenants being an amount prescribed by, or determined in accordance with, the regulations.
- (6) Where an appropriate amount is set by virtue of paragraph (a) of subsection 5), the amount of the relevant costs incurred on carrying out the works or under the agreement which may be taken into account in determining the relevant contributions of tenants is limited to the appropriate amount.
- (7) Where an appropriate amount is set by virtue of paragraph (b) of that subsection, the amount of the relevant contribution of the tenant, or each of the tenants, whose relevant contribution would otherwise exceed the amount prescribed by, or determined in accordance with, the regulations is limited to the amount so prescribed or determined.

Section 20B

- (1) If any of the relevant costs taken into account in determining the amount of any service charge were incurred more than 18 months before a demand for payment of the service charge is served on the tenant, then (subject to subsection 2) the tenant shall not be liable to pay so much of the service charge as reflects the costs so incurred.
- (2) Subsection (1) shall not apply if, within the period of 18 months beginning with the date when the relevant costs in question were incurred, the tenant was notified in writing that those costs had been incurred and that he would subsequently be required under the terms of his lease to contribute to them by the payment of a service charge.

Section 20C

- 1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a court, residential property tribunal or leasehold valuation tribunal or the First-tier Tribunal, or the Upper Tribunal, or in connection with arbitration proceedings, are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.
- (2) The application shall be made-
- (a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to the county court;
- (aa) in the case of proceedings before a residential property tribunal, to a leasehold valuation tribunal;
- (b) in the case of proceedings before a leasehold valuation tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any leasehold valuation tribunal;
 - (ba) in the case of proceedings before the First-tier Tribunal, to the tribunal;
 - (c) in the case of proceedings before the Upper Tribunal, to the tribunal;
- (d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to the county court.
- (3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

Dicollowed	90 44						£468.00	60.00	0000	£196.20		£130.80	60.00
							11		g		350		E
Rlank for tribunal	This item was agreed between the parties at the hearing and is changeable in fail	Determised at E404 per annum thus E408 disallowed by Tebunal					This item was agreed between the parties at the bearing and is chargeable in ful		This item was agreed between the parties at the hasting and is chargeable in fal-		Iffbund determines that cost of Coping be E.6 pius labaur E173 + VAI = E229 20		The item was agreed between the parties at the hearing and is diangeable in fail
Agreed Vec/No							No		,	a X		No.	
Tenant's Reniv	We accept that Blue Property received the amount £739.72 however pair letter from Southwell's behave Engs?72 - who ene crollet the discressancy		The quote given is not compositive, and we do not understand him the cost can be more than estimated for the enail nets to not charact, or workshistenings the fact that many of the 'standard' items listed as the tinvoices do not apply to the	property teg, litto, The quote provided is for 2 blocks of 4 flats - we have one block of 5 which is significantly less work also if this is based an the full "default" list, many redvises are not required. Our own	comparable quote - based on two hoars work is £38.88, or £933 pa (See email, Appendix C.Page 128-9. We dispute the frequency, and believe	we should have been consulted - a feast; - on the extra cost. Invoice #6012 states £156 per month and is dated 31.4m 2011 so Blue Property knew about the excess at the beginning of the year but	did not inform the tenants.	This is partly true - they are required, however nat annual (although we accept this is standard practice), and the quate is for two buildings, not one. Why have the branastic responsible persons) nat here allows the results of the remote.	Included in sociano en caracteristica de included in sociano en internangement, or famodiner claiming for money which we are not liable far. The foul speel for the year supplement came to the same amount as the budget despite this error af Eggo not required to now.	Invoices have acver been provided to any tenunt (except when requested via this process).		What is the explanation for charging a day's labour if the job sheet shows 2.5 hours? This is unacceptable.	We would like further explanation af the job dates for this and previous job to the control of the properties of the Why have we been charged 5.90 for about if a day rith is £150?
Landlord's Comments	- CMGE					year can account, i. to categoing waterment and we remote probe the controller of proper can accompanie quotes kept 1 on the carta cool. Invoice 6001 states clean main kiy. Please see companile quotes to 1515 per month mile ducket 301 fain whow the cleaning cost is reasonable. This ALT 1 mans so libe Property knew shout the removalism the cleaning watermed out in "ahar bil excess at the beginning of the year but me movalism the cleaning water and out in "ahar bil excess at the beginning of the year but	- mnathly	These are na hunger available free of charge from any fire service and are recquired under teghtidim. Plants exe companible quates to allow the coast is reasonable.	1 8 3	he invoice. The id in accordance with		AH - The comments made seem to be correct I would suggest this invoice is corrected, the jab sheet shows mily 2,5 butts yet 18t labout has been charred and the copies some was anh £16.	charged twice. Also, £60 plus edited in the current period, as a ill.
Tenent's Comments	here was £1093.72 in the diard. There is no y af the annual lease see Letter, Appendix C			Original budget was given as Edan, actually vast £1872 at	the end of the year. This represents a contract which is for the provision of beaviors for more than 12 months, and which will incare receit to ALL lease-halders if more than 5 no, and the required consultation (of which there was none).		Please see Appendix C Page 2 (Original Budget 2011).	This can be arranged free-of-change by the local fire service. We would not vegoes to pay the administration for ranging this service, the service, between the best service, because of the control of the service, the service, the service, the service, the service, the service of the service	Eller Property neignally transmett to include the tax a terrice delayer, and only removed it when we informed than the this was unraped separately by the techololic. So they were clearly prepared to charge for a name that which they had not done, a because the charge of the Piezze see original business, a knownike (Paren.).	We were not informed of these repairs until October 2014. See small dated October 2014 Appendix C Page 9.	Were an	interiories and spouse, interiories, dant entre 1410 pt. 78 roberto. Interiories we would expect to pay Exg for materials fullwein, for additional materials for e.g. cement). Also changed a full day labour for half-eday job. We would expect to pay £115, Please see Appendix C, Pay p (Euroise), Page 8 (Pobto of wouldway wall). Page 9 (Euroise), Page 8 (Pobto of	The same contender did this job in the same day as the previous series in and damped must than full day blaben. We would not copper to any anything for this blaben are same ablance was under secure and a blaben are same ablance are same ablance are suggested by the security of the secu
Cost							£ 1,872.04	240.00				£360incl. VAT (£128 materials, £180 labour net of VAT)	£364.50incl. VAT (£113.75 materials, E190 labour net of VAT)
Item	Repais fund (2011)			·····		Cleaning budget	(2011)	Fire Risk Assessment (2011)	Building Insurance (2011)	Repairs (2011)		Repair (01/11/11) - Ref: 9276 - Sharp edges and missing coping stones on small walkway wall	Repair (m/11/11) - Ref: 9294 - No smoke nlami in communi area

Disallowed	£0.00	68400	£0.00	£252.00	277.00	999	£0.00	9	£41.09	8 654	6000	£0.00	£468.00
Blank for tribunal,	The Tribunal determina that this item detail be paid in full	The Tilbunal determines that this item is not re-asonable under Senion Lordord & Tenans Act 1985.	The imburations that the tem should be paid in tail.	The Tribunal determines that this item is not remonable under Section Landlord & Tennet Act 1985. The date shown was incorrect as should be 16.5.11	The Tithward determines that the coat of this item should be $K_{GF}(\xi)$ $\hat{\omega}: \hat{u} + \hat{t}_0\hat{t}$ are $\hat{t}_0\hat{u} = \hat{t}_0\hat{u}$.	Determined at Expect per annum thus £468 disablewed by Tahnnal	This item was sgreed between the parties at the hearing and is churgeshile in full		This item was agreed between the gardes at the handing was credit of E41.99	The Tribunal determines cott of pipe to be $E(0) + V(K)$ and labour $E(0) + V(K)$	The Tribunal considers the creed for the work to be appropriate and allows this particular cost in full.	This item was agreed between the parties at the hearing and is thangoable in full	Deermincia it E4404 per unnum thus E468 disablewed by Tathumil
Agreed Yes/No	2	o N	Š	Z.	No				. 2	5	Ž		
Tenant's Reply		No work has been dane, so we dispute the response.	We dispute the charge. What aspect of the signa provide analess than superior to the comparable quote provided?	Including carething duties implies that this is part of the charged job. This falls under the annual budget, and should jocke charged extra.	There is no explanation of why the type; to ship they and the E.S. rectified "Roodwill "defines my explanation."	There is no reasonable explanation for this chare.		We have never received any involted to the control of the control	We find the response unsubstatory. The credit for £419 implies that the "correct" cost for this job is £7799 but three is an explanation for the over- charrine.	The cost earmane provided is for a makes of thoroptic and is happer, and is £15.50 or hils a roat or mede price and is includes VAT. What is the calculation of the Eto receil? Where the materials is for the third characters.	The suggestion that this job is a result of a cond of these resuggesty on during in a cond of these resuggesty, on during the condition of the condition to safety by the condition to safety or the condition to safety.	We do not accept this response as reasonable.	It is unaccoptable to quote/badge and charge for rot vitin, and only make it. And why does he acogo badge provided by Bue Property 30 Her Property 30 Her Property 30 Her Property 50 Her Pro
Landlord's Comments	The atump grinder was hirst from the local HSS bire company and the cast including collection verse. Etgo, this area does not still pass a trip hazard. The apparation provided are relience to the discher likely not include VVC or insurance or delivere.	This was required due to the complexity of the work	The casts for the signs is reasonable and the signs one of alsoguet quality. Ve accept cheaper poor quality signs are revaliable.		There is no explanation of why the securety period, as delarge as and charge as greatified.	The deaning and eartaking takes into account more than just cleaning and the comparable quotes demonstrate the reasonableness.	These are no lang any fire service an Please see comparences reasonable.	The legislation states that expenses are incurred as per the fact of the reporter. These provides are incurred as	Eq1.99 has already been eredited in the certent wear.	Comparables are only for 1 meter of downpipe. The content of downpipe. The content of the conten	They charge has been made to report this proble it road dhew been and any of Param arrangency to make the charge of the charge of the charge of the Extr. & See flaw (7). The work is address the Extr. & See flaw (7). The work is address the	The costs are reasonable, however as a gesture of goodwill eredit E.p. Habour.	ried nut as required, to ensur were, kept elsen, and tidly, te quotes to alraw the coet is
Tenent's Comments			Les por sign-read coari é less than E _{3,8} and would not take les coares de la Missenheut to par la y, so se would only export to pay ⁶ 73 + 85/2 = E _{35,8} 0 to be case, Appelded C. Page as (final exp. page 17 (Photo of 8 cm). Page 8 (3 Goods search for same item).	We should not be changed for general caretaking duties as the list fill trainer existing sports, changes. We have ant received the building report.	Chargad Hour fubeur, Eis per bey Jestual coxis at this chop is 25 age per Ver yors jeron; benedanging Juberhour to wilk to mad from the shop and wait for the keys to be ear (which is un occuredants of the size required for this) we would only expect to pay 47 + 25f = 25g, 5c. Pheas see Appoint C, Page 50 (Invoice).	This is for a 24 square merce communal area with one hallway and a flight of stairs, which o local company has quoted at 50 per visit. Ou wrange the defaming has been performed eyery as weeks, so we would expect now Egon.		We were only notified of the cacces charges and repairs for 2012 in June 2014. The repairs were rolly detailed at the report of time of the readients. We believe that this is in here of 105 section 2002 and therefore all repairs charge as the result of the reading of the repairs of the best of the reading of the repairs of the section of the reading of the results are liked at that Sec email dated October 2014 Appendix C Page, See a formal and of the results are liked at that why the foreign of 11st December 2012, which we find worrying.	Egys 988ing. (2004 hulls coart Egy 90 but retail priors is less than Eg. Alton materials, the abbut change are excessive for than 2000 but would not Egy 90 to 100 but on 100 but of 100 bu	Eor Se churged for plasse downpipe and hopper, however retail price is less than Eos. (Goods earth for sign at Grovice), Page 29-24 (Goods earth for signility is least.)	The dispect do not not know that seer en call insteaded with meteorial and dispect do not not know a charge of Edou to report the problem decopy control to the problem of the problem of the problem of the problem of the not not control for said to special one of the problem of the problem of the problem of the problem of the charge has been enabled to the problem of the problem	Est per sign - retail cost is less than Eg, and would nat take move than 5 minutes to put up, so we would only expect in Please see Appendix C, Page 29 (Involce).	rea with oac company has ing has been pay Eges at £20 at Froperty we d £30+VAT *18 akers Scherlole for
Cost	£240iuci. VAT (£13p materials. £70 labaur aet of VAT j	E84incl. AT (E micrials, 270 labour ect of VAT)	E142.Binel. VAT (£84 materials, £35 labour	Ezgainel. VAT (£ materials, g. E210 labour net of VAT)	Enginel. VAT (E60 materials, 1 E35 labour net of VAT)	£ 1,872.00	9 340,00	7 - 1.5	E59.988in VAT (£ materials, £49.99 labour net VAT)	E151.Binel. VAT (E56.5 E materials, r. C70 lubour E net of VAT]	E85a Bincl. VAT (E mulcinals, E709 labour	ESB Binel. VAT (£14 materials, £35 labour net of VAT)	7 9 9 9 9 8 1 8 1 8 1 8 1 8 1 8 1 8 1 8 1
Item	Repair (c2/11/11) - Ref: 9295 - Tree stump at rear of property : removed at was n trip hazard	Repair (07/07/11) - Ref. 7950 - Meet contractor to discuss work on the care door and submit.	Repair (19/01/11) - Ref. 6000 - Fire siens	Eggainel. VAT (E. V	Ettqinci. Repuir (19/01/11) - materials. Ref. 5999 - Keys out Egg labour (ed.)	Cleaning hadget	Fire Risk Assessment (2012)	Repairs (2012)	Repair (31/12/12) - Ref. 10593 - Replaced 1 x 4pin lantp	Repair (34/12/12) - 1 Ref. 10555 - Eternal - downpipe and hosper	Repair (31/12/12) - Ref: 10556 - Gas meter emboard	Repair (31/12/12) - Refi 10954 - Bitzed fire action sien	Cleaning budget (2013)

Appendix 8 - Scott Scheduk

Disallowed	£0.00	£1,652.65	£0.00	£264.00	£120.00	£3.98	£3.98	60.00	£191.41	£0.00	£11.96	£3.98	£0.00	£7.96
Blank for tribunal.			The Tabumai casaidem the aced far the work to be oppropriate and allows this particular cost in fall.	The Tribunal descrains that this lies is so responsible under Socion 15 Landbrid & Tonant Act 1955.	This item was agreed between the parties at the bearing at \$2888.	The Tith kernal determainen an parties of E.g. (and var) and E.g. (and var) labour per builth	מוסים בעל מניסים (לא מיים אול א מיים בעל היים אול א מיים בעל היים מיים אול	This from was agreed between the parties at the bearing and or chingsable in full	The finding defended but his field is not remaining to decide by defining or 1 main, and 1955.	That fan was agreed between the parties at the besting that a chimy-subs in fail That Triement Jebrowsheev as tree as I've finely was such it and I've finely was the chimy failub.		THE THORITON CHEMICALS BOOK OF SAMON VALUE OF THE VALUE O	This item was agreed between the parties at the hearing and is chargeable in full	The Tribunal determines a price of Eg (sed ver) and Eg (sed ver) about per builb
Agreed Yes/No Bla		g	The The	.T.	Table Table	<u> </u>	0	This	9	T Dis			Zo This	
A Tenant's Reply	Wa accept that the response is carred, however we would like to see the report.	The snly involces which were issued within B mantha of the natification are \$17435, \$20490, \$20492.	We believe that this would require consultation as it makes the work in creess at Enanc. John Scott's share (195%) at this is therefore in excess at New York (195%) at this is therefore in excess at New York (195%).	We do not understand the respanse.	We would like more information, as to whyflaw that bees accelled.	We do not except that the tenush abundle the exceptabilities the tenush littled as transmitter for the high daring feet lightheits. More importantly we would like to helphight that the Creming Command Area to refer so the register reds and therefore and the extension of the control of the c	See response to #13/163	We dispute the response. There is a single gall, and would expet the operative to bring all for the jab - he has a wan and a trailer.	We dispute the response and the lock has arevet been repaired.	Mentes see response in \$1,4861.	See response to #1996§. We wand like to point out that if travel time is part af the change, then there must be an econamy at such when replacing two lighbubbs, i.e. the same trip is made to reliate ance, boo, at mare builts.	See response to \$13963, and please nate the consern over the frequency af bulbs being replaced.		See response to #14 tide, and please ante the concern over the frequency at bulbs being replaced.
Landlord's Comments	These are so longer available free of charge from any first service and are receptived under legislimian. Please see comparable quares to show the cost is rescenable.	Leacholders were scut the Income and expenditure account and excess invoices in May 2015, which is less than 18 meaths from the date the casts were incurred and therefore are valid.	A.H Evea with the inclusion of involve 10656 this work would not recuire a Section 24.	This is woice has already been credited in the Gurrant water	All-Credited	e oor is resenande, inchelling labour tine, marretten tensenaer, celbelling publishis from pilolier, inchel tensener ste.	The cost is reasonable, including labour time, contractors frautance, collecting materials from a signalic, travel to property see	# 1	AB - This work was carried out, included in the Abstract to the companies and the lock leads the second to be bed done. Here not the bird done. The second to be second to be the second to be second to	AH. This invoice is cluded the time taken to collect the rock salt, Clear the pathways and then spread his salt over the entire area.	The cont is reasonable, including labour thm, conventions martnesse, solideshing nationals from a simplifier travel to proserve etc.	The cest is reseonable, including labour time, ces metrois paramence, collecting naternals from a supplier, travel for morety etc.	71	The cost is reasonable, including labour time, contractors insurance, collecting materials from a suspilier, tavel is a roperty etc.
Tenent's Comments	This can be arranged free-of-change by the local fire service. We would suly expect to pay the administration far arrangue this erevice.	We were only natified of the repairs charges for any in-June 10 2015. This is greater than 18 mands after the charges were incurate and therefore abound not be wait. See email duted, July 2015, Appendix C Page 1224.	This is a condountion of job red. 1055G, nut n repair and therefore should have required consultation per Section 20A. Please sec Appendix C, Page 48 (Invoice), Page 2-26 (Photo Von's dane).	his is a cantinuction of job ref. 10655, ant a repair and herefore shauld have required consultains a per 80ction to a consultains a per 80ction to a consultains and per 80ction for a consultains and per 80ction for a consultain and a consultain a consultain and a consultain and a consultain a consultain a consultain and a consultain a consult	his is inconsistently listed on the corg repairs list to Lobbs. unthermore these is clusters of the reviole (please see appointic (mayo) on 184, which does not includent any work mayout clusters on the whole of the continuous see about may be a lobber of the continuous see about may be a lobber of the continuous see a change for the see and is listed to the continuous see a change for the see and is listed to Expr., which is cressive at this lobb, and and in organized to the continuous see a change for the see and is listed to Expr., which is cressive at this lobb. The wall of organized to provide its cressive at this lobb.	he reull price is less than f.s. "Base sea Abpandit C, Tabas T, (Trodies).	Er gebind. VAT Er, 199 noterith, i. habon retails are the prince is bear than £5 habon retails are see Marchia C. Marc et Branies).	This would not take lunger than half-an-haur. We wanid expect to pay £77,50. Place see Anoendia C. Paes,31 (Poreice).	there is no evidence of any holes having been filled, or any shake sing work, in the command near. There are no marks in rich man the world-libe we never to appained so no before the solice of the singuistic states of the some field of the some that of the solice of t	his would nat take langer than balk-an-hour. We would repect to pay 877,30. Hease see Aspendix C. Page 62 (Lawsiee).	\$25.944md VATGAPT The retail price is less than \$5, also please see note on repair mentain. I 794% for contern about the cumber of hauge which are librar not following spaces.	file retail price is less than E.S. alsa please see note an repair 7455 for concern about the namber of lamps which are repair replaced. Also sees Appared D. Peter & 1 (Travier). Alsoss sees Apparedits, D. Peter & 1 (Travier).	itis would out take longer than half-an-bour. We would speed by 9, 17,50. "Please 66 (funsies)."	The retuil price is less than ES, also pieces ese note an repair being for concern about the number of langs which are being replaced.
Cost	E 240.00		EzzBinel. VAT (£15 muterials, £175 labour	Ezstinel. VAT (£ conterials, Ezzo labour net of VAT)	E40Bincl. VAT (E70 materials, E270 labo	E17.988 in VAT (E14. moterials, labour uel VAT)	E17.988incl. VAT (£14.99 materials, £ relabour net aff	ESBBinci. VAT (£14 materials, E35 labour aet af VAT)	E191.4incl. VAT (E19.5 materials, Etgo labour net of VAT)	£48incl. VAT (Eg materials, ESS labour net of VAT)	E53.964incl. VAT (E44.97) materials, E. 3 labour act of 1 VAT)	E17.988incl. VAT (E14.99 naterials, E abour net of	Ego-tinel. VAT (E7 maternals, E35 labour net of VAT)	£35.976ind. VAT (£29.98 naterisis, E abournet of VAT)
Item	Fire Risk Assessment (2017)	Repairs List (2013)	Repair (28/09/12) - Ref: 11304 - Paint meter boxes	Repair (26/03/12) - Ref. 11664 - Fire line cladding meter boxes	Repair (cg/ ag/12) - Ref: 12295 - Bmken Rutheine	Repuir (26/11/12) - Ref. 13963 - Replace linu	Repair (14/12/12) - Ref: 14061 - Replace Janp	Repair (22/01/13) - Ref: 14728 - Shaw cleared	Repair (13/02/13) - Ref: 14932 - Filled httes, foam buffec an gas cuppoard, fixed lock	Repuir (12/02/13] - Ref. 14890 - Cleared staw	Repair (24/01/13) - Ref: 14P68 - Regiato iamo (33)	Repair (26/03/13) - 6 Ref. 15241 - Replace June	Repair (27/03/13) - Ref: 15226 - Cleared snow	Repair (24/05/13) - Refi 15912 - Replace lamu (22)

Disallowed	£122.28	60.00	60.00	£11.96	£3.98	£7.96	£0.00	60.00	£468.00 F0.00	E2,767.09	£3.98
Blank for tribunal.	se fromble externing that the cust of that ten abbelle be labout to a local two and financins attack that well	fine Tribunal describios that is non aband be guid to full	The Tribunal di not receive any evidence that this work was nat completed to standard and thus determines it should be paid in full.	te fribanal determina a perce of ES (usi wa) and E9 (usi wa) a	The Tabunal defermines a price of Es (tad wu) and Es (tad wu) labor rper bulb	The Tribunal determines a potre of Eg (Incl. vol.) and Eg (Incl vol.) labour per builb	. Tithenal determiess that this ferm should be paid in fell	The Tribunal Schemeinen that this them density by gold in Still.	Description of the top government that the first describing to the second of the secon		The Tribunal determines a price of Fig. (and var) and E.g. (iind var) labour per birlib
Agreed Yes/No B	o.	a a	g	g.	ž.	Na Th	į. S	7.17.	4 (E	g	The
Tenant's Renly	Was the puinting an emergency, or said it have not been done on the next to visit? How much time are the transit being changed for a Bite Property in pengine to waite, baint day?	We would like to see the evidence that this has been done, and would like to Whillight the photographic evidence which clearly shaw that the bin area of the clearly shaw that the bin area of the clear that has the control of the clear of the clear that has been been cleared.	We coacede that his was done, however to such a poor standard (the tennal describes the finished site as wouly, tooling like it had been eth-wed by a dag'), that it was replaced by the tennat within a month.	See responce to #14068, and please note the concern awer the frequency of builbs belong realoced.	See response to \$13963, and please nate the concern aver the frequency at bulbs being replaced.	See response to siqués, and please note the cancern aver the frequency of bulbs beine reglaced.	This is significantly higher than object the object for its object	Please see show - what was different beven the farming of the system and the installation to require jung new bought by my 1900 (Lily 2000 over the bought of Lily 1900 (May were the counts in reconstabled over the Lily 1900	We do as t secrep the rarponse from Bitte Proporty.	Na teams received the letter dued Cuther 2015. Regardless the stifferation was made in 3 Coulous 2015, then regard complete the foreign 2015, then regards complete the foreign that it is complete from the foreign that the stiff is complete from a state of 2015, 20	See response to \$150 ft, and please nate the concern over the frequency af bulbs being replaced.
Landlord's Comments	AH-We digute that this work would may take to hears therer the remova's of the placeter and th deviact times to be considered before, ambility	1-This work was completed and including the confidence of the conf	 Wark carried aut to flat., Insurance ching it/wouldn't have been cost effective to chim der the insurance polity due to excess 	The cost is mesonable, including takour time, contraction insurance, collecting materials from a surplist, baselt to aroperty see	The cost is reasonable, including labour time, constants in the constants of the clerking materials from a supplier, trevel to property etc.	The cost is reasonable, including labour time, convertion; paramene, collecting naturalist from a suitable, travel, to propert etc.	Work was carried out as required, unformmately, this may have been bisher than first satisfiested.	edundeder hit a segunik jab was required to	The chaning was catried out as required, to ensure the communal tracts were begin feat and ids, treatment the second to the contract of the co	Balanting Charges and accounts were seet to all feerblingers to Gooder and to Design of the All feerblingers to Gooder and Design of the All and the State are vell within the	The cast is reasonable, including labour time, constanted interaction, collecting states through the supplier, travel to property etc.
Tenent's Comments	The is a lanut work maximum to reader and paint area of less than a square both please see supporting jumps. We thank the down years to flats + (53°2) = \$70° Please see Appendix C, Page 69 (Liveier), Page 66 (Pleato to shaw area covered).	This has never been date, and even fifthhal it would not take in hour. Also this date is a Tready when the him would be full for they are compelled on Thready normalis. About his user maniers more thank it would be full for Maniers and they fail for the Maniers are they did for the Maniers are they did it, if they is for the Count for the Maniers are which cover the Minass or Appendix C, Pape 66 (Invited), Pape 710 (December of Counting Comment areas which event the him area, 12 Mer 7 (Photos at It him area.)	is knowledge of this over being dass as needed. Hease zer Aspendin C. Page 72 (Invoice).	the retail price is less than £5, also please sec note on repair Ask8 for concern about the number of famps which are eing replaced. lease see Appendix C. Page 73 (Trooles).	ErgeBBand, VAT (Erseg The retail poice is leat than E ₂ , also please see note on requir materials, E 1745 for cancern about the sumber of lamps which are labour read (Plant perplose). VAT) Please test Assendin, C. Pate 74, (Invoice).	close see previous camments to the charge for the more constraints. As no are that there are only 6 large (is the moremula press) with 1 listed life aft to one tours (which is mer than 1 yant's used 24/7 which they are not), so we have a see Appendix C. Plez N. (If twoice).	Ultimagh we were contained as this jab, the work has been harged were too involver (please see involve 20455 which when had it seriously one of budget (E1550 quotedletons 1,565-54). These see Appendix CP Page 56 (Inwick) Page 77 (Poins of resilled option). These see Appendix CP Page 56 (Inwick) Page 77 (Poins of Page 161). The page 161 page	and and the control and this job, the work has been alread over two incinctions (please see inverse 2000), Studies (side of the judies is seening with public (East on state 1, 1994). This is the superior in the public (East on state 1, 1994). This is the seen comprising of a fine at the result control and the control	This is for a signer matter contround less with the find that and the first of the component of the componen		Encyptical, VACTCLASS contential, the Encorrect of Encycle byte or less than \$5. CT VACT. Please see Amen div.C. Please \$1.
Cost	E223.6gaina L. VAT (E11.41 materials, E175 labour net of VAT)	E44.4inel VAT (£ materials E37 labor	E268.5im VAT (E43 materials E180 labo	ES3 964incl. VAT (E44.97 malerials, E labaur net nf VAT)	E17.9BBincl. VAT (£14.99 ') - materials, £ 1 labour net of E VAT')	E35.976inel. li VAT (£29.98 ec malerials, £ m labour cet of cc VAT)	E928 248inc LVAT (E178.54 materials, E600 labour net of VAT)	EBB6.86incl. r VAT (E138-41 materials, P RE E300 labour o	261.3		E17.99inel. VAT (E14.99 materials, £ labour net of T VAT)
ftem	Repair (06/06/13) - Ref: 16647 - Rendering	Repair (11/a6/13) - Ref: 16626 - Jet wesh bins	Repair (18/07/13) - Ref: 16652 - Replaced skirting board (Job na.	Repair (27/08/13) - Ref: 17809 - Replace lama (x7)	Repair (25/09/13) - Ref: 16999 - Reniace lang	Repair (26/11/13) - Ref. 17485 - Replace lamb (x2)	Repair (31/12/13) - Ref. 21490 - Fire Alarm System install	A de la contra del la contra del la contra del la contra del la contra de la contra de la contra del la contra d	Geaning budget (2014) Fire Risk Assessment (2014)	Repairs List (2014)	Repair (23/nz/14) - V Ref. 18265 - C Lighting (replaced 1 bulb)

appendix B

Disallowed	£1,026.66	63.033.69	£18.00	£0.00	£0.00	£96.00	£3.98	£0.00	60.00	£15.92	£51.80	£38.16
Blank for tribunal.	The Tribensal determines that the work was not reasonable under Sectionsy Landlood and Tenant Act 1955		The Tribunal determines spring of Exas + VM (Exas too)	the Linguist's electricities that used inclination to Falsis to man	The Tribunal determines that the intensional be paid in full	The Tabeund determines that item is not reasonable under Section 14 Landbard & Cennot Act 1965.	The Tribunal determines a price of Eg Gard val) and By (first val) behavinger builb The Tribunal determines the Bird Charles School Sch			THE THREE MESTALLINES IN THE CASE OF THE C	The parties agreed at the bearing that the amounts shown by teathering to 2.2% co. The parties of the parties o	
Agreed Yes/No	2	9	2			.0	7 <u>1</u>	at a	×	, I	9	2
Tenant's Reply	Wysould this so three been erwinged? Was three with 'conclud' or no!? Why tit's anames liveline?	The response is not subquate, and inferturent or any other factors of the factors of the desires, in the constitutive is below to began any other factors.	We dispute this.		We dispute the charge.	The call was our turned, and required the team (Authore Rurd) to call back on Konday in pet a response and respeciencent for author to be than The chain but the costs are to line with 24/7 and 356 gover is questionable when no experience made out at incomal office.	See response to #13963, and please note the concern over the frequency of bulbs being 1799lered.	The charge by Blue Property is property to the charge of the charge of from Metro Rod, so we are bring charged more than an expert is charging for a year which failed to fix the problem N	We require mare informatian.	See response to # 14068, and please note the centern over the frequency of bulbs being replaced.	We have not ceerived the invoice quoted in the response (exists) and in the event that there is any refund, why was the (do conrectly?	What is the explanation for the batteries being charged at the wong amount in the original involve?
Landlord's Comments	Aid - Unfertuately, when understaing the work we could not consider the coalse of the foundablists and interestent there were some additional coats incarred.	The 63 as has recited to Julin South assum:	Cost is reasonable	AH - This was aroblem with the main soil ploe	AH - Rasonable.	- This call, was returned and a rmployee did and site. The costs unclude having a employe of for the property call 7 days per year und an ewith industry symdurits.	The cost is reasonable, including labour time, contractor incurance, collecting undersile from a smaller, truck to a respective sie.	All - We will where possible toy and clear the drains with the set of standard rood than negating the cells of a more reposition of the set of the resployed, this has been autoescaled on many consistons. It this end we contracted a contractor then Roch why a tracted cities and could not clear then Roch why a tracted cities and could need the drains either due to scolinescy drain neather.		The cort is reasonable, including theour time, controllers incurant, collecting materials from a supplier, treed to respect see.	1 full days labour has been charged. This invoice was errelited and relicated on jewisce 26,8%.	Total cost for 2 batteries should have been £31.80 plus VAT. Credit has already been raised in the current financial year
Tenent's Comments	This is the system thes Proper designed and insulated less than 5 year pair to his report, when the externeng that less than 5 years, and why are we being changed for what would have 5 years, and why are we being changed for what would have 5 years and why are we being changed for what would be the some pairs for including the control for the reput is present if and also also and a part of the art of the part of the art of th	We knew a similar complaint to the above repair 2000Cg, as the live and aimplead and installed by the Property while wey tecent history, and the cort agreeter than Egos to team that Seet finds no committee or make. It is addition to the Seet of the Committee or make it is addition to the first of the Committee of the party of the Library of the first of the Committee of the party of the Library of the Library for the Committee of the party of the Library of the Library of the press see Application. The committee of the Library of the Librar	Please see supporting picture: this jain cannot have taken perspective than similar and should port be elargeable, unless the representation was on size for this joh andy, which would be compiledly an accessory.	Was this the reason we started having trauble with the drains? Please see Amerdix C. Place BS (Invoice).	Elisfilled. Expersign - retail cast is less than £3, and would not take VAT (E4, mere thin 5 minute to part up, so we would only expect to materials. E you £3, Again we do not terpect a visit to be made for this labour need of sightwall spir. VAT . Platas see Aboreside C. Rece 60 ffronten.	6 6	The retal price is less than Eg. And another lump requires replacing a morbining anguing that the quantisating and so yi Ellin Property is not welling the larva produce for the centificial. Pleasy produce for the centificial. Pleasy produced for the centificial. Pleasy and a source of the centificial.	We have been charged by Blate Property Eato for an operative to vitil and a of the day possible. We do not caps to be charged for faith non-service for the con- flexes are Absential. C. Para 21 Imvects.	We have been charged Exto to fif a new lide etc. which there was to be suffered by the requirement for purpose, as educated by the requirement for job actors, We would not expect to be harged for this. In those an indicates that both of these jabs cort exactly the same amount of money? Flause are Angendie, Flaus of Illmostel.	Repair (25(24).14). With Teapy Again the recall price for these bulbs is less than £5, but markeds. From markeds. From the proportionally been can another 4 to three as charged Lighting (greduced) these and for the bulbs of the proportional proportionally been can another 4 to the contract of the proportional below. Lighting (greduced) the contract of the published below.	How many loans did the job take, as we have been changed in excess of its day, Ash the days get entertable is conceived, as the clinical control is the control of the cont	Creatylind; Wiff (20) of The marrials Contractor) have been charged at over £55 per remends. Justony, Investor remends in this ham is Elso v.S. Star bourn (These ext Appendix C. Page 36 (Google Est M. M. Jesuch for smile interests.)
Cost	E1026.66ine LVAT (E645.55 Emberials, al E210 labour net of VAT)	E1073.69inc L VAT (E51.41 materials, E810.labour	Eqpind. VAI (E materials, E35 labour nct of VAI)	Equind. VAT (£ materials, E35 labour net a fVAT)	£16.8inel. VAT (£14 materials, £ labour net of VAT)	9finel. AT (£ mteriuls, 80 labou	AT (£14, AT (£14, bour nel	Ezzoinel. VAT (£ malerials, E175 labour net of VAT)	Ezzoinel. VAT (Eo malerials, E175 labrur net of VAT)	£53.96inci. VAT (£44.97 materials, E l'labour act af VAT)	234786inel. /AT £114.88 materials, 275 labour	E122 47incl. VAT (£67.06 muterials, £35 labaur net af VAT
Item	Transparent	Repair (01/02/14) · Ref: 20465 - Bire Alarm System (additional remedial work)	Repair (14/02/14) - 'Ref: 19355 - Back door lock (block inside lock)	Repair (14/02/14) - Teft 19378 - Unblocked main drain	Repair (17/02/14) - Ref: 19356 - Fire Exit oign	Repair (23/02/14) - V Ref: 59376 - Call of (Edmin overflowing) - E Sent Dean Collins' in Sect Dean Collins' in	Repair (24/02/14) - V Ref. 18708 - Lighting (replaced 1 hulb)	Repair (24/02/14)- Ref: 19380- Try to fix dealns ("no luck")	Repair (25/a0/14) - Ref. 19357 - Filted new drain cover	Repair (25/03/14) - Ref: 19254 - Lighting (replaced 4 bulbs)	Repair (29/04/14) • 19 Ref: 28332 • Fitted wooden rail at back	Repair (08/ 05/14) - 'Ref. 20926 - Fire alarm (replace fires/2x hatteries)

Disallowed	£0.00	£967.13	60.00	£117.40		£55.00	£3.98	£3.98	£0.00	£3.98	£122.51
	dird and Tennst Act 1985				5	4		qu		olb 1809 <u>Landbrid Brit Trount Act 1988</u>	
Blank for tribunal.	The Trikunal determices that this item shauld be paid in full in the Trikunal determices that this internation of the Trikunal determices that this item is not rausonable trader Section 19 Eardinch buill Tenant Act 1985		The Tribunal determines that this first should be paid in full	The Tr3mml determites that this dem should be paid in full	The parties agreed at the bearing that this armon abould be restiteted to £46,54	Ti Februari, Answeries a rector of F.E. (Led wa) and F.E. (Led wa) labour revisit		The Tribunal determines a price of Eg (fied 'val) and Eg (fied 'val) labour per ball	The Tribunal determinent that the deep should be paid on hall	The Tribunal determines a price of Es (raid val) and Es (raid val) labour per bulb. The Tribunal determines a consideration of the cons	
Agreed Yes/No	92	ž	2	No	Z.	No	Š.	o Z	ž	g	No
Tenant's Renly	Who I is the breakdown/explanatian for the labour charge?	The response does not akequately emplan the over-charging.	Our complaint Why was this not done instead of job #19357?	Why was this job required, unless the previous job to install the cupboards was not camoleted arepetly?	We would like to see the evidence that in the like to see the evidence that in the like the free may be evidence the like which the see that the like the like that the like the like the like that like the like like the like the like the like like like like like like like lik	We do not except the "gatume of greatwill" as no adequate response.	See response to #13963, and please note the concern over the frequency of hulbs being replaced.	See response to #13963, and please note the consern over the frequency of bulbs being realiscen.	We would like to see the revidence that the heavest seen and would like to the seen that the seed to see that which clearly defend that the his new force to meeting the feel his that are the feel with the his new force to meeting the feel his that are the feel his that the seen the feel when the seen the seed to see	See response to \$13963, and please note the concern over the frequency of hulbs being replaced.	Our issue here is with the fact that this has failed so soon after installation, sugessing a poor quality af Installation.
Landlord's Comments		Please see comment above in respect of involce	Work completed included the fitting of the frame, the comenting of the area around the grill and the fitting if the trail to well.	This was work done in additina to 10656 and the cost is reasonable.	werk was sconjeted , tok sheats support this stronger can be proported in the control of the speakle to blest support such control of the in order to try and obtain a credit.	An acetter of tood wil a credi of Eq. is arrest	The cost is reasonable, including labour time, the stratest insurance, calleding materials from a snobiler, travel to protect the		Air-Tii web' vas comiteed. 1th lines a mont	e tool is reasonable, including labout time, thtaches insurance, collecting malerials from n politer, travel to croserity spe.	AH - Leak fitting falled after the original jastall
Tenent's Comments		for how, a similar complaint to the above regule 700000, as in own designed and insulated by their Property voltale very search factory and about he solither in worranty, or replaced to the proof search for their in worranty, or replaced to the proof search for their property of the company of com- ment read by baldiscale and of cover and how the sear- th of the proof proof their for the proof the sear- th control of their property of their proof the sear- ch of their proof their p	Egolnici. We laws been charged been enaily Ecool to take one list off VAT (Egols gold arthogate laws, the new one which secure executive More materials. Reportantly the work done lower towards exposed to raw Eraz S. screnge. Please see supporting image. Security of these sees Appendix C. Page not Effence), Page 100 (Photol More and Company), and Company of Company (Photol More and Company).	Wywas this jis nos para if stodes? This is cithers muther sample of work being half (or poors) done, or districtued, as seek he sool been an additional pas meter frestelled in that rea.	The benatis are confided that their base never been done, Adolog date gives in a Trackey which is a deep before but about the date; the reference behave soalle full. So apart from the bear than the is lettered as something with could not have been alm that is lettered as something with could not have been done, if we were to believe that the line are lated its about the work but the line are lated in the remaining the conserves particularly when it is most in the Canning conceave, a particularly when it is most in the Canning not extend the Mark and India. The canning not selled the are to the canning not extend the farm at manner. In the relation to extend the way has a full believe in the Canning not selled the area of the canning and the canning area to be a farmed to the canning and the canning area to be a farmed to the canning and the canning area to be a farmed to the canning area to be a farmed to the canning area to the canning area to be a farmed to the canning area to the canning	The materials for this work have been charged at over first, between current rate of property of the control of	Expension of materials of mater		he trains are confident that this has stover been done, look the date piece is a Trackly which is a day before him the property of the property of the property of the property of the status is laud as something which could not from been that the work of the property of	Expained. Workford The retail price is less than Eg. However of The retail price is less than Eg. Properties of The retail price is less than Eg. Properties of The retail price is less than Eg.	Eazzgind. VATESO, Repete Tight films, how was this socidentified as part of Egylbore de "renedial work", Le, Dow be stook gaid zedel89 et of VAT). Prage see Associable C. Pate Let Invoice).
Cost	1817-45incl. AAT Etyn.21 naterials, 3510 labour	Egoy.:ginel. cv VAT (Eggs.4 (anticins, Eggo labour net vi VAT)	Engoinel. VAT (£35 materials, £122.5 labour ne	£117,4incl. VAT (£27,83 materials, £70 labour net af VAT)	E64.32inc VAT (E1.1 materials, E52.5 lab	E291.34ir VAT (E92 E150 biblio net of VA	E17.99iocl. VAT (£14.99 materiels, £ labour net of ' VAT)	E17.99incl. VAT (E14.99 materials, E labour net of T VAT)	E43.3ziar VAT (£1.1 materials	L7.99inc IAT (E14 naterials abour ne IAT)	E122.Stinel. VAT (E57.09 materiuls. E35 labour net of VAT)
(tem	09/05/14)- 99 - d guttering	Repair (22/05/24) - VAT Repair (22/05/24) - VAT Ref 2 0.06 Ref 2 0	Repair (03/06/14) - Ref: 21338 - Fitted alloy bowl grill	Repair (03/06/14) - Ref: 21040 - Gas meter access pauel	Repair (17/06/14)- Ref. 2004/6 – Jet wash bins	Repair (25/07/14) - Ref. 20216 - Paito dramare fitted	Repair (18/09/14) - V Ref. 22274 - Lighting freplaced 11 batth)	Repair (23/09/14) - Repair (23/09/14) - Ref. 222/6 - Lighting (replaced bulb)	Ropair (ca/to/14) - 1 Ropair (ca/to/14) - 1	Repair (23/10/14) - V Ref: 23032 - CLighting (replaced	Repair (07/10/14) - 1 Refr 25058 - Lighting (replaced licht fitting)

					Agreed			1
tem	Cost	Tenent's Comments	Landlord's Comments	Tenant's Reply	Yes/No	Blank for tribunal.	 	Disallowed
:pair (28/11/14) - f: 23838 - Jet ish bins	£43.32incl. VAT (£1.1 materials, £35 labour oet of VAT)	The tenants are confident that this has rever been done. Please see Appendix C, Page 115 (Invoice), Page 70 (Description of Cleanite Commungl Areas).		We would like to see the evidence that this has been done, and would like to highlight the phatographic evidence which clearly shows that the bin area (not to mention the bins themselves) does not appear to have been cleaned.	Na	The Tribunal determines that this item should be paid in full	:	£o.o
						This item was agreed between the parties at the hearing and is chargeable in full		
:pair (03/12/14) - if: 25099 - Fire irm test	VAT (£ materials, £194 labour	Why has this "binnual" test over freen doos before, and have can the fire alarm pytem have been maintained at a cost of 1, 033.69 in the same year and these components and have been replaced? Also if the "service cest" in \$120, what I she additional labour charge fur? Please see Appendix C. Pans: 16 (Howice).		The numbers ds not seem to add up here, as the 2015 repairs list shows £12.6 for the test (as opposed to this £232 charge). Also the budger for the tests is £330 where the monthly check costs £2300 where the monthly check costs £12.50, i.e. 250 per annum, therefore a bianual check should cost £150 per account of £50	No.			£0.0
				- 414		The Tribunal determines that this item should be paid in full		
pair (10/12/t4) - f: 23764 -	E202.99ind. VAT (£134.16 materials,	The retail price is less than 85. We are still experiencing (alledgedy) an alarming rate of bulbs blooming-deeplet having speem nearly 82,000 on the lighting system. In edition to the \$2,000 we have invested in designing, installing and dainy "remedial install work" on the system, we have also been charged approx £84,0 for replacement bulbs and fittings over a 2 year period, which seems to be the very deficition of excessive.	This invoice is for a light fitting and not just a light	Why is the labour the same far sae and how light liftings? Assist the number do not stack up here - a light lifting costs elrea 270 (as charged on this invoice) and the bulbs are circa 220, and there are supposed to a story of the cost of material costs for the invalidation and "emedial work" of the emergency lighting system comes to £1570. What additional materials for this lighting system cost over £900?	Na			£0.0
pair (01/05/14) - f: 26172 -	Egoinel. VAT (£ materials, £75 labour	do not believe that the windows have ever been cleaned. Please see Appendix C, Page 118-122 (Iovolces for all	Window cleaning is charged at £45 per visit; 6 visits per year. All cleans were carried sut as per the schedule. There were an extra invoices for this item in the reading category.			The Tribunal determines that this item should be paid in full		£0.0
U-CH CHE-MAIN	migrinar.	T. Marie C. Callette	near in the legans tategay.			The Tribunal determines that this item should be paid in full		1 -0.0
pair (86/07/14) - f: 28640 - New	VAT (£ materials, £83:33 labour net of		regardless of it being their mistake, also we had to					£0.0
						:		

					Agreed			
[tem		Tenent's Comments	Landlord's Comments					
	Cost							
				Tenant's Reply		Blank for tribunal.		Disallowed

Amenadia S. Constituto