

12188



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference : LON/00AG/LSC/2016/0278 & 0418

Property : Flat 3 Daynor House, Quex Road,
London NW6 4PR

Applicant : Mr Kashif Zafrani

Representative : In person

Respondent : Daynor House Limited

Representative : Mr James Tipler (Counsel)
instructed by LMP Law Limited

Type of Application : Service Charges - Section 27A
Landlord and Tenant Act 1985

Tribunal Members : Mr J P Donegan (Tribunal Judge)
Mr K M Cartwright JP FRICS
(Professional Member)
Mr N O Miller (Lay Member)

**Date and venue of
Hearing** : 09 and 10 March 2017
10 Alfred Place, London WC1E 7LR

Date of Decision : 19 May 2017

DECISION

4. The relevant legal provisions are set out in the Appendix to this decision.

The background

5. The Respondent Company is the freeholder of Daynor House, Quex Road, London NW6 4PR ('the Building'), which is a purpose built block containing 15 flats. The members of this company are the various leaseholders at the Building.
6. The Applicant is the current leaseholder of the Flat, having purchased it on 03 January 2003. He is a member of the Respondent Company and was a director from 22 March 2004 until 23 July 2014.

The leases

7. The original lease was granted by Oakley Developments Limited ("the Lessor") to Bruce Alexander George ("the Tenant") on 13 April 1971 for a term of 99 years from 25 December 1969. The term was subsequently extended to 999 years (from the same commencement date) by way of a supplemental lease granted by the Respondent to Russell Alan Day on 24 May 2000.

8. The relevant provisions are all in the original lease. The Tenant's covenants are to be found at clause 2 and include an obligation:

"(2) To pay to the Lessor without any deduction by way of further and additional rent a proportionate part of the expenses and outgoings incurred by the Lessor in the repair maintenance renewal and insurance of the said building including Landlords' and occupiers' liability to third parties and the provision of services therein and the other heads of expenditure as the same are set out in the Third Schedule hereto such further and additional rent (hereinafter called "the service charge") being subject to the following terms and provisions"

9. Clause 2(2)(b) defines "*the Lessor's financial year*" as "*...the period from the Seventh of April in each year to the Sixth of April of the next year or such other annual period as the Lessor may in its discretion from time to time determine as being that in which the account of the Lessor either generally or relating to the said building should be made up*". The service charge accounts in the hearing bundles were all based on a financial year of 25 March to 24 March.

10. The service charge proportion for the Flat is 6.9876%. This is based on the rateable value of the Flat expressed as a proportion of the total rateable value of all flats in the Building (clause 2(2)e). Any advance service charges are payable on the usual Quarter Days (clause 2(2)(g))

the appurtenances apparatus and other things thereto belonging and more particularly described in clause 5(3) hereof

...

4. *The cost of insuring and keeping insured throughout the term hereby created the said building and all parts thereof and Landlord's fixtures and fittings therein and all the appurtenances apparatus and other things thereto belonging and more particularly described in clause 6(1) hereof against the insurable risks indicated in clause 6(4) hereof and also against third party risks and such further or other risks (if any) by way of comprehensive insurance as the Lessor shall determine including two years loss of rent and architects' and surveyors' fees*

5. *The cost of cleaning decorating and lighting the passages landings staircases and other parts of the said building enjoyed or used by the Tenant in common with others and of keeping the other parts of the said building used by the Tenant in common as aforesaid and not otherwise specifically referred to in this schedule in good repair and condition*

6. *All charges assessments and other outgoings (if any) payable by the Lessor in respect of all parts of the said building (other than income tax)*

7. *The fees of the Lessor's managing agents for the collection of the rents of the flats in the said building and for the general management thereof provided that such fees shall at no time exceed the maximum therefor allowed by the scales authorised for the time being by the Royal Institute of Chartered Surveyors*

...

11. *The upkeep of the gardens forecourts roadways pathways used in connection with the said building or adjoining or adjacent thereto*

12. *The cost of taking all steps deemed desirable or expedient by the Lessor for complying with making representations against or otherwise contesting the incidence of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating to alleged to relate to the said building for which the tenant is not directly liable hereunder".*

13. The reference to clauses 6(1) and (4) at paragraph 4 of the third schedule are incorrect, as there are no such clauses in the original lease. The insurable risks are to be found at clause 5(4).

20. The Building comprises five storeys, with a parking area at basement level and flats on the ground, first, second and third floors. The parking area is accessed from Kingsgate Road. There are two garden areas, either side of the main entrance on Quex Road. One is primarily grassed and the other is primarily paved. The overall appearance of Building is tatty and the internal common-ways would certainly benefit from redecoration.

Evidence and submissions

21. The tribunal heard oral evidence from Ms Dori, who is the leaseholder of Flat 9. She does not live in this flat, which is sublet. She is one of four directors of the Respondent Company and gave brief details of the procedure followed directors' meetings.
22. Ms Dori confirmed the contents of a witness statement dated 30 January 2017, in which she criticised the Applicant's presentation of his case. She also addressed the installation of CCTV cameras at the Building and was cross-examined on this issue.
23. Ms Dori's criticisms of the Applicant's case were well founded. There was no witness statement from him. Rather he relied on the challenges outlined in the Scott Schedule together with documents in his bundle. During the course of the hearing, the Applicant conceded a number of items that had been challenged in the Scott Schedule, which substantially narrowed the issues in dispute.
24. The Scott Schedule was difficult to follow and a number of the challenges were generic and poorly particularised. This was the second version produced by the Applicant. The original version was inadequate and the Tribunal gave clear guidance on what was required in the directions dated 08 December 2016. Unfortunately the revised version was not much better.
25. In the absence of a statement, it was not appropriate for the Applicant to give oral evidence. Rather he made submissions on each of the live, disputed items in the Scott Schedule and Mr Tipler then responded. The tribunal's determinations are set out in the final column of the updated Schedule, appended to this decision. Many of these determinations were straightforward and require no further explanation. Detailed explanations are provided for the more complex items.
26. The Tribunal application concerned the service charge years 2013/14 to 2016/17. The Tribunal determined actual service charge expenditure for the first three years but this was not possible for 2016/17, as the year end had not been reached. This meant the Tribunal was only able to determine advance charges for this year, based on the budget in the

The Tribunal's decision

32. The Tribunal allows the disputed management fees in full.

Reasons for the Tribunal's decision

33. There was no evidence from the Applicant to suggest the services provided by LBSL or HBM were substandard. Based on Tribunal members' knowledge and experience, gained from hearing other similar cases, the 'going rate' for management fees in this area of London is £200-400 plus VAT, per flat. The fees charged by LBSL and HBM were well within this range. The fact that KDG Property Limited might charge a lower sum does not mean the fees were unreasonable. Further the tribunal agrees with Mr Tipler. The email from Mr Cross was of limited evidential value, as it simply gave a fee indication and was sent before he had inspected the Building.

Cleaning of internal common-ways at the Building

34. The cleaning is undertaken by Block Cleaning Services ('BCS'), on a weekly basis. Initially they charged a fixed fee of £225 per month. This fee was subsequently reduced to £166 per month, as evidenced by a contract dated 01 September 2015. It appears that BCS are not VAT registered, as no VAT is included in their invoices.
35. The Applicant submitted that the service provided by BCS was very poor and alleged they were connected to the managing agents, which gave rise to a conflict of interests. He relied on an alternative quote obtained from the previous cleaners/gardenders; Active Moves Limited ('AML') dated 31 May 2016, for £125 plus VAT per month. He suggested BCS' fees should be capped at £100 plus VAT, due to the poor quality of their service.
36. Mr Tipler submitted that BCS' fees were reasonable for the work undertaken and pointed out the Respondent was not obliged to use the cheapest contractor. He also pointed out that BCS had agreed a reduction in their fees.
37. At the request of the Tribunal, Mr Waller gave brief details of his dealings with BCS. He has instructed them to clean other blocks and is satisfied with their service. He inspects the Building quarterly and considers it to be cleaned to a reasonable standard.

The Tribunal's decision

38. The cleaning fees are allowed in full.

The Tribunal's decision

45. The shortfall in legal costs is disallowed in full.

Reasons for the Tribunal's decision

46. The shortfall in legal costs is not covered by paragraphs 6 or 10 of the third schedule to the lease. There must be clear and unambiguous wording for such costs to be recoverable. Neither paragraph mentions legal costs or professional fees. Paragraph 6 appears to be directed at rates or taxes, whilst paragraph 12 concerns the cost of making representations against or contesting legislation, orders or statutory requirements.
47. The costs shortfall is not contractually recoverable as a service charge expense. Rather it must be borne by the Respondent Company. It may be the Applicant will still have to contribute to this expense. He is a member of the company and there may be an obligation to contribute to company expenses in the articles of association. However this is not a matter for the Tribunal to decide.
48. Given the shortfall is not recoverable; there was no need for the Tribunal to decide if this item was reasonable.

Section 20 works (excluding CCTV installation)

49. Major works were undertaken at the Building in 2014/15, which included the installation of new lighting and a consumer unit, the removal of a WC and associated pipework in the basement, the redecoration of the basement and the installation of a new CCTV system. Consultation notices were served by the former managing agents (LB), pursuant to section 20 of the 1985 Act, before the works commenced.
50. The Applicant alleged there had been a failure to comply with section 20, as LB had failed to respond to his observations on the major works. The CCTV installation is dealt with at paragraphs 57-66 below. Paragraphs 51-56 deal with the electrical installations and the works to the basement.
51. The Applicant disputed invoices from D-Tec Alarms Limited ('DTAL') for electrical works dated 04 and 19 February 2015, for £2,400 plus VAT and £95 plus VAT respectively. He also disputed an invoice from ProTech Property Solutions Limited ('PPSL') for the WC removal, for £395 plus VAT and an invoice from Adrian Solomon Property Services ('ASPS') for decorating the basement, for £1,000 plus VAT.

with one of the directors. It was this new system that was the subject of the injunction proceedings referred to at paragraphs 42-49 above.

60. The 2014/15 system was installed by DTAL who raised an invoice on 19 February 2017 for the sum of £2,910 plus VAT (total £3,492). The Applicant questioned if this cost was chargeable under the terms of his lease.
61. Mr Tipler relied on the Applicant's obligation to contribute to "...*repair, maintenance and insurance of the said building...*" at clause 2(2) of the lease and the repairing obligations at clause 3(5)(d). He submitted the 2009 system formed part of the Building and installation of the 2014/15 system amounted to maintenance, repair or a renewal.
62. In the Scott Schedule, the Respondent contended that the cost of the 2014/15 system was recoverable under paragraph 10 of the third schedule to the lease.

The Tribunal's decision

63. The cost of installing the 2014/15 system is disallowed in full.

Reasons for the Tribunal's decision

64. The obligation at clause 2(2) of the lease refers to the heads of expenditure in the third schedule of the lease. Only expenses covered by this schedule can be billed to the service charge account.
65. The installation of the 2014/15 system is not covered by paragraph 10 of the third schedule, which concerns radio and television aerials and the entry phone system. The language is clear and does not extend to the installation of a CCTV system. Arguably, the installation is caught by paragraph 1, which refers to "*The expense of maintaining repairing redecorating and renewing amending...the said building and all parts thereof and all the appurtenances apparatus and other things thereto belonging and more particularly described in clause 5(3) hereof*". However, clause 5(3) makes no mention of CCTV or security systems. Sub-clause (d) refers to "*the passenger lifts lift shafts rubbish disposal chutes and communal television aerial and machinery (if any) the entry phone system and the passages landings and staircases and other parts of the of the said building...*". There is nothing in this wording that could possibly cover CCTV installation.
66. The cost of installing the 2014/15 system does not fall within any of the heads of expenditure in the third schedule and is not contractually recoverable as a service charge expense. Rather the cost must be borne by the Respondent Company. Again, the Applicant may have to contribute to this expense via the Respondent's articles.

charge expense, as the insurance is for the benefit of the Respondent and does not relate to the Building.

73. Mr Tipler submitted it was industry standard to arrange cover for the directors and the Respondent and the premiums were recoverable under paragraph 4 of the third schedule to the lease, which should be construed widely.

The Tribunal's decision

74. The sum claimed for building insurance in the 2014/15 accounts is allowed in full
75. The sums claimed for directors' liability insurance in the 2014/15 and 2015/16 accounts are disallowed in full.

Reasons for the Tribunal's decision

76. The Tribunal accepts the explanation in Nicholsons' helpful letter and is satisfied the sum of £4,363.41 was correctly charged in the 2014/15 accounts.
77. Paragraph 4 of the third schedule to the lease refers to "*The cost of insuring and keeping insured...the said building...*". It makes no mention of insuring the Lessor's officers. The language used is clear and does not extend to directors' liability insurance. Whilst it is entirely reasonable for the Respondent to take out such insurance, the premium is not contractually recoverable as a service charge expense. Rather it must be borne by the Respondent. Again, the Applicant may have to contribute to this expense via the Respondent's articles.

Vehicle gate

78. A number of repairs were undertaken to this gate, which provides access to the basement parking area, in 2014/15. The Applicant disputed invoices from Systematic Services ('Systematic') dated 14 October and 28 November 2014 and 21 May and 30 June 2015, for £95, £280, £280 and £550 plus VAT respectively. He also disputed invoices from London Security Automation Limited ('LSAL') dated 27 and 31 March 2015 and two invoices 30 April 2015, for £140, £732, £140 and £190 plus VAT respectively.
79. The Applicant submitted that the cost of the various repairs was unreasonable and that damage had been caused by the gardener, jumping and standing on the gate arm. He suggested the total cost should be capped at £600.

The Applicant is liable to contribute 6.9876%, which equates to £1,947.09. The expenditure in the 2015/16 accounts is reduced by £55.41 to £19,112.51 and the Applicant's contribution is £1,335.51. No sums have been disallowed for 2013/14 where total expenditure (less interest) was £31,372.49 and the Applicant's contribution is £2,192.18.

88. The Applicant did not challenge any items in the service charge budget for 2016/17, which totalled £28,942. His contribution to this anticipated expenditure, which is payable by way of quarterly advance charges, is £2,022.35.

Application under s.20C and refund of fees

89. At the end of the hearing, the Applicant applied for an order under section 20C of the 1985 Act. Having heard the submissions from the parties and taking into account the determinations above, the Tribunal refuses to make such an order. The Applicant adopted a scatter gun approach to the case, disputing over 120 different items in his revised Scott Schedule. This generated a huge amount of work for the Respondent's solicitors. The Applicant then conceded a large number of items during the hearing and there were others that could not be determined, as they fell within the 2016/17 financial year. He only succeeded on four issues, which were all lease construction points. The Respondent was, by far, the more successful party.
90. In the circumstances it would not be just and equitable to make an order under section 20C of the 1985 Act. However, the Tribunal has already found that legal costs are not recoverable as a service charge expense. It follows that the Respondent cannot charge its costs to the service charge account, even though the section 20c application has been refused.
91. The Applicant did not make an application for a refund of the fees that he had paid in respect of the application/hearing¹. Had he done so then the Tribunal would have refused the application, for the same reasons it refused the section 20C application.

The next steps

92. Prior to the hearing, the Respondent's solicitors filed a schedule of costs and indicated they would be seeking a costs order under Rule 13 of the 2013 Rules. Any costs application must be made within the 28-day time limit prescribed by Rule 13(5).

¹ The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 SI 2013 No 1169 ('the 2013 Rules')

Appendix of relevant legislation

Landlord and Tenant Act 1985 (as amended)

Section 18

- (1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent -
 - (a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and
 - (b) the whole or part of which varies or may vary according to the relevant costs.
- (2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.
- (3) For this purpose -
 - (a) "costs" includes overheads, and
 - (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 19

- (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 provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;and the amount payable shall be limited accordingly.
- (2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

Section 27A

- (1) An application may be made to the appropriate 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,

- (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 the Upper Tribunal, or in connection with arbitration proceedings, are

- (3) In this Part of this Schedule “variable administration charge” means an administration charge payable by a tenant which is neither—
 - (a) specified in his lease, nor
 - (b) calculated in accordance with a formula specified in his lease.
- (4) An order amending sub-paragraph (1) may be made by the appropriate national authority.

Schedule 11, paragraph 2

A variable administration charge is payable only to the extent that the amount of the charge is reasonable.

Schedule 11, paragraph 5

- (1) An application may be made to the appropriate tribunal for a determination whether an administration 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) Sub-paragraph (1) applies whether or not any payment has been made.
- (3) The jurisdiction conferred on the appropriate tribunal in respect of any matter by virtue of sub-paragraph (1) is in addition to any jurisdiction of a court in respect of the matter.
- (4) No application under sub-paragraph (1) 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 post-dispute 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

Schedule
Disputed Service Charges

Case Reference:	<u>LON/00AG/LSC/2016/0278 & 0418</u>	Premises:	<u>Flat 3 Daynor House, Quex Road, London NW6 4PR</u>
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DETAIL	ITEM	COST	TENANT'S COMMENTS	LANDLORD COMMENTS	TRIBUNAL DETERMINATION
Inv # 9171 DT- 18 Jan 16	Lighting issues	108.00	No details of what exactly was done?, further more it asks for the keys to electrical cupboard raises a question if anything was actually done, A normal invoice has details of works done. Also if any works were done we would question it once we have more details. Offer NIL	Attached to the Applicant's Scott Schedule at page numbered 34 is a copy of the disputed invoice which shows that £108.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The contractor attended the development to investigate a fault. The contractor requested a key to carry out the instruction. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	No determination as this item was conceded by the Applicant during the hearing.
Inv # 6723 DT- 12 Feb 16	Fence	180.00	There was no works done to Fence as we have kept the photos of before and recent further more we were informed about it and we did check to reassure that what if any works were done to fence, hence the reply no works were done and that was one of the reason for this	Attached to the Applicant's Scott Schedule at page numbered 35 is a copy of the disputed invoice which shows that £180.00 has been incurred. Part of the fence had fallen down. No other leaseholder claimed work had not been carried out. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably	Allowed in full. It was not possible to tell from the inspection what work had been undertaken to the fence. However, the Respondent has disclosed the invoice from PMC Contractors (London) Limited. The Tribunal is satisfied, on the balance of probabilities that work was undertaken. The

			case as we have been send false invoices. If any works were done where further evidence is, work questionable. Offer NIL	incurred and is reasonable in amount.	amount of the invoice (£150 plus VAT) is reasonable.
Inv# 38463 DT- 5/5/16	Leak	310.00	Chargeable under lease, Reasonable Amount, Standard, Correctly demanded, Similar to Inv 38463 DT- 09/05/16, These leaks should be charged for the flat from where the leak is coming from, or by the insurers, also the other invoice has similar issue how come? Offer NIL	<p>Pursuant to Clause 5(3), Clause 5(8) and Clauses 1, 5 and 11 of the Third Schedule of the Applicant's Lease, the Respondent is to provide maintenance to the basement area, in this instance further to a number of leaks in the car park area.</p> <p>Attached to the Applicant's Scott Schedule at page numbered 36 is a copy of the disputed invoice which shows that £310.00 has been incurred. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount. The Applicant appears to agree (see; <i>Chargeable under lease, Reasonable Amount, Standard, Correctly demanded...</i>). The Applicant provides no evidence to support the suggestion that the Respondent should charge these costs to individual leaseholder(s). The Applicant refers to the disputed invoice being similar to other invoices which have been satisfied. The disputed invoice is not a duplicate as may be inferred from the Applicant's comments (invoice</p>	No determination as this item is to be billed in the 2016/17 service charge accounts.

				number 38463 as used by the Applicant refers to page numbered 119 which is from a different supplier, for a different amount, and of a different date). Given the insurance policy excess is £250.00, and given the negative onward impact on the insurance premium, an insurance claim was not made.	
Inv # 38494 DT- 5/5/16	CCTV	123.60	Chargeable Under lease, as the CCTV was improvement and the charges related to improvement works? Hence questions under which part of lease it is charged? Also Reasonable Amount, Standard of work as it should have been working properly where by it says that the system was not working, Correctly Demanded as there is question of is it chargeable to us under service charges, Does it form part of lease?	CCTV was initially erected at the direction of the Applicant when he was a Director of the Respondent with all charges forming part of the service charge. Please see the attached Witness Statement of Salomia Dori dated 30 January 2017. Pursuant to Clause 10 of the Third Schedule of the Applicant's Lease, the Respondent is to provide maintenance to the CCTV. Attached to the Applicant's Scott Schedule at page numbered 37 is a copy of the disputed invoice which shows that £123.60 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	No determination as this item is to be billed in the 2016/17 service charge accounts.
Inv # BCS33	Items in Car Park	200.00	Chargeable under Lease as no items should have been	Pursuant to Clause 5(3), Clause 5(8) and Clauses 1, 5 and 11 of the Third	No determination as this item is to be billed in the

8 DT- 10/08/ 16			left there hence its either due to mismanagement where by the person mismanaging should pay , or the items to whom they belong should pay as per to lease, question of Correctly Demanded , also it is excessive than Reasonable Amount. Since it is due to failure to manage and chargeable to whom the items belong hence we offer NIL	<p>Schedule of the Applicant's Lease, the Respondent is to provide cleaning services to the car park at the development. It would have unsafe on a number of levels for the Respondent to have left items in situ.</p> <p>The Respondent gave notice of their intention to move the bulky items. When the owner of the items either ignored the notice, or the owner of the items could not be traced, the items were removed in accordance with the Respondent's obligations under the terms of the lease as provided for above. Notices sent on behalf of the Respondent are attached at Exhibit DHL1 to this Reply.</p> <p>Attached to the Applicant's Scott Schedule at page numbered 37 is a copy of the disputed invoice which shows that £200.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.</p>	2016/17 service charge accounts.
Inv # 29442 DT- 16/02/	Keys	94.14	Are they Chargeable under Lease, Reasonable Amount as it is very excessive, Reasonability of	Pursuant to Clause 7 of the Third Schedule of the Applicant's Lease, the Respondent is able to employ Managing Agents and in doing so are	No determination as this item was conceded by the Applicant during the hearing.

16			<p>this invoice to charge to service charge, Correctly Demanded as the person needing keys pays for it, hence we offer NIL as it should be charged to the person ordering the keys</p>	<p>able provide it's Managing Agent with a set of keys so as to carry out its management function.</p> <p>Attached to the Applicant's Scott Schedule at page numbered 39 is a copy of the disputed invoice which shows that £94.14 has been incurred, itself a reasonable fee for the cutting of the said keys together with carriage. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.</p>	
<p>Inv# BCS20 4 DT- 13/04/ 16</p>	<p>Sale Sign Removal</p>	<p>70.00</p>	<p>Question about Chargeable under Lease, as the person whose sign was removed need to pay for its cost if it was installed without permission and in either event lease refer to lease if it allows it to be paid by service charges other than the liable flat that put the sign up, Correctly Demanded is also questionable it no way form part of general repairs. Offer is NIL</p>	<p>Pursuant to Clause 5(3), Clause 5(8) and Clauses 1 and 11 of the Third Schedule of the Applicant's Lease, the Respondent is to provide cleaning services at the development. This reasonably includes the clearing of paths and removal of items such as discarded letting signs.</p> <p>Attached to the Applicant's Scott Schedule at page numbered 40 is a copy of the disputed invoice which shows that £70.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.</p>	<p>No determination as this item is to be billed in the 2016/17 service charge accounts.</p>

<p>Inv# 65 DT- Apr 16</p>	<p>Garden</p>	<p>72.00</p>	<p>unreasonable Amount, Standard of works are shabby not to mention they climb the gate and have broke the gate numerous time by standing on its moving arm. We only offer pounds 50</p>	<p>The Applicant offers no evidence to challenge the reasonableness of the cost in order to justify his offer.</p> <p>The Applicant offers no evidence to support his allegation against the contractor. No allegation of this type has been raised by any other leaseholder.</p> <p>Attached to the Applicant's Scott Schedule at page numbered 41 is a copy of the disputed invoice which shows that £72.00 has been incurred. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.</p>	<p>No determination as this item is to be billed in the 2016/17 service charge accounts.</p>
<p>Inv# 105 DT- May 16</p>	<p>Garden (Blade)</p>	<p>192.00</p>	<p>Unreasonable Amount, how is it Chargeable under Lease, is it Correctly Demanded as a gardener bring their own tools also not to mention they are aware of the garden it is normal for any gardener to pay for the upkeep for its tools. Offer NIL</p>	<p>Pursuant to Clause 11 of the Third Schedule of the Applicant's Lease, the Respondent is to able to charge expenses relating to the upkeep of the gardens. Clause 6 of the Third Schedule enables the Respondent to charge as a service charge all charges relating to the development too.</p> <p>The Applicant offers no evidence to challenge the reasonableness of the cost. Attached to the Applicant's Scott Schedule at page numbered 42 is a copy of the disputed invoice which shows that £192.00 has been incurred. The cost was incurred</p>	<p>No determination as this item is to be billed in the 2016/17 service charge accounts.</p>

				<p>further to an unknown party placing metal wire where the hedge was situated, thus damaging the aforementioned blade.</p> <p>The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.</p>	
Inv # 160 DT- July 16	Garden	144.00	<p>unreasonable Amount, Standard of works are shabby not to mention they climb the gate and have broke the gate numerous time by standing on its moving arm. We only offer pounds 50</p>	<p>The Applicant offers no evidence to challenge the reasonableness of the cost in order to justify his offer or the allegations raised against the contractor. No other leaseholder has raised this allegation. Attached to the Applicant's Scott Schedule at page numbered 43 is a copy of the disputed invoice which shows that £144.00 has been incurred. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.</p>	<p>No determination as this item is to be billed in the 2016/17 service charge accounts.</p>
Inv # DAGoo 1	Ground Maintena nce	66.67	<p>unreasonable Amount, Standard of works are shabby not to mention they climb the gate and have broke the gate numerous time by standing on its moving arm. We only offer pounds 50</p>	<p>The Applicant offers no evidence to challenge the reasonableness of the cost in order to justify his offer or the allegations raised against the contractor. No other leaseholder has raised this allegation. Attached to the Applicant's Scott Schedule at page numbered 44 is a copy of the disputed invoice which shows that £66.67 has been incurred. The Respondent's position is that this cost has been reasonably incurred and is reasonable</p>	<p>No determination as this item is to be billed in the 2016/17 service charge accounts.</p>

				in amount.	
Part L					
Inv # 1111 DT- 01 Jun 16	Haus Set Up cost	378.00	Question about is it Chargeable under lease, Reasonable in Amount as there are agents who don't charge, Correctly demanded as if it is added to the annual charge it should become require 3 quotes and also process of consultation, necessity of this cost is also questionable. Offer NIL	<p>Pursuant to Clause 7 of the Third Schedule of the Applicant's Lease, the Respondent is able to employ Managing Agents to manage the development.</p> <p>Attached to the Applicant's Scott Schedule at page numbered 45 is a copy of the disputed invoice which shows that £378.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. Many Managing Agents charge a set-up cost as standard. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.</p>	No determination as this item is to be billed in the 2016/17 service charge accounts.
Inv# 1112 DT- 1 Jun 16	Haus Fees	2340.00	Unreasonable Amount, Standard of service is shabby, building mismanaged , queries not answered and we are told that the building is run only on directors orders, hence question about their services under lease as the agent has to be non bias and should hold and work as per to lease not as per to choices of few	<p>Pursuant to Clause 7 of the Third Schedule of the Applicant's Lease, the Respondent is able to employ Managing Agents to manage the development.</p> <p>Attached to the Applicant's Scott Schedule at page numbered 57 is a copy of the disputed invoice which shows that £2340.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. In any</p>	No determination as this item is to be billed in the 2016/17 service charge accounts.

			<p>directors. This invoice is for 6 months and very excessive. The agents are not part of ARMA or any well organized managing agent's regulated body. The Due to these facts we offer NIL</p>	<p>event, the Management Fees are in line with industry standard.</p> <p>As detailed in the Respondent's Statement of Case dated 28 November 2016 (paragraph 26), Mr Gareth Martin, Managing Director of the Respondent's Managing Agent personally sought to allay any concerns of the Applicant. Of note, the Applicant sent 32 letters to the Respondent's Managing Agent between 16 January 2016 and 26 August 2016 which were responded to in detail evidencing the Respondent's continuing attempts to engage with the Applicant in order to understand the nature of his complaints. Attached at Exhibit DHL2 to this Reply are sample copy letters. The comments in this paragraph should be read against the Applicant's repeated allegations made against the Respondent's Managing Agents below.</p> <p>The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.</p>	
<p>Inv# 1113 DT-25 Mar 16</p>	<p>Haus Fees</p>	<p>1125.00</p>	<p>Unreasonable Amount, Standard of service is shabby, building mismanaged, queries not answered and we are</p>	<p>Pursuant to Clause 7 of the Third Schedule of the Applicant's Lease, the Respondent is able to employ Managing Agents to manage the development.</p>	<p>No determination as this item is to be billed in the 2016/17 service charge accounts.</p>

			told that the building is run only on directors orders, hence question about their services under lease as the agent has to be non bias and should hold and work as per to lease not as per to choices of few directors. This invoice is for 6 months and very excessive. The agents are not part of ARMA or any well organized managing agent's regulated body. The Due to these facts we offer NIL	Attached to the Applicant's Scott Schedule at page numbered 58 is a copy of the disputed invoice which shows that £1125.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	
Inv# 1114 DT- 1 Jun 16	Haus Secretary Fees	420.00	Is it Chargeable Under Lease please identify, Reasonable In Amount as mostly we use to get it for free and why can't the directors act as one?, Standard of the service and what exactly works has been done, Correctly Demanded as Daynor house don't have secretary it is freeholder company that has one hence should be charged back to freeholders. Offer is NIL	Pursuant to Clause 7 of the Third Schedule of the Applicant's Lease, the Respondent is able to employ Managing Agents to comply with the Respondent's company secretarial duties. Attached to the Applicant's Scott Schedule at page numbered 59 is a copy of the disputed invoice which shows that £420.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. It is industry practice to charge for this service separately and the fee itself is in line with industry averages. The	No determination as this item is to be billed in the 2016/17 service charge accounts.

				Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	
Inv# Day001 2 DT- 26 Aug16	LMP Law	64.80	Question about Chargeable Under Lease, Reasonable Amount as there is not detail information also if is related to freeholder case so question if chargeable via service charges, In Correctly Demanded, How is this falls under admin fee? Discount on pro rata not shown? Offer NIL	<p>Pursuant to Clause 6 of the Third Schedule of the Applicant's Lease, the Respondent is able to employ specialist solicitors to represent the Respondent, in this instance as part of a successful claim against the Applicant for numerous breaches of his lease (Tribunal Case Reference: LON/00AG/LBC/2016/0050).</p> <p>Attached to the Applicant's Scott Schedule at page numbered 60 is a copy of the disputed invoice which shows that £64.80 has been incurred.</p> <p>This sum has not at the time of completing this Reply been demanded of the leaseholders as part of their service charge. It is anticipated that this sum shall be recovered directly from the Applicant.</p>	No determination as this item is to be billed in the 2016/17 service charge accounts (if at all). The Respondent will be looking to recover these costs from the Applicant, rather than the service charge account.
Inv# Day001 7 DT-25 Aug 16	LMP Law	2568.10	Question about Chargeable Under Lease, Reasonable Amount as there is not detail information also if is related to freeholder case so question if chargeable via service charges, In Correctly Demanded, How	<p>Pursuant to Clause 6 of the Third Schedule of the Applicant's Lease, the Respondent is able to employ specialist solicitors to represent the Respondent, in this instance in these very proceedings, brought by the Applicant against the Respondent.</p> <p>Attached to the Applicant's Scott</p>	No determination as this item is to be billed in the 2016/17 service charge accounts (if at all). The Respondent will be looking to recover these costs from the Applicant, rather than the service charge account.

			<p>does it fall under admin fee, how is solicitors doing administration? Question about travel? Are there no solicitors in London? Discount of pro rata not shown? Offer NIL</p>	<p>Schedule at page numbered 61 is a copy of the disputed invoice which shows that £2568.10 has been incurred.</p> <p>This sum has not at the time of completing this Reply been demanded of the leaseholders as part of their service charge. It is anticipated that this sum shall be recovered directly from the Applicant.</p>	
<p>Inv# DT- 17/08/ 16</p>	LMP Law	1948.00	<p>Question about Chargeable Under Lease, Reasonable Amount as there is not detail information also if is related to freeholder case so question if chargeable via service charges, In Correctly Demanded, How does it fall under admin fee, how is solicitors doing administration?</p> <p>Question about discount if the price is 1032 why we are charged higher? Offer NIL</p>	<p>Pursuant to Clause 6 of the Third Schedule of the Applicant's Lease, the Respondent is able to employ specialist solicitors to represent the Respondent, in this instance in service charge recovery proceedings.</p> <p>Attached to the Applicant's Scott Schedule at page numbered 62 is a copy of the disputed invoice. The sum of £1032.44 (legal costs) was paid by the defaulting leaseholder, firstly to the Respondent (via their managing agents), then to LMP Law. The Applicant is not being charged this amount. There is no sum to potentially credit the Applicant.</p>	<p>No determination as this item is to be billed in the 2016/17 service charge accounts (if at all). The Respondent has recovered these costs from the defaulting leaseholder.</p>
<p>Inv# Day001 2 DT-28 Jul16</p>	LMP Law	373.00	<p>Question about Chargeable Under Lease, Reasonable Amount as there is not detail information also if is</p>	<p>Pursuant to Clause 6 of the Third Schedule to the Applicant's Lease, the Respondent is able to employ specialist solicitors to represent the Respondent, in this instance as part of</p>	<p>No determination as this item is to be billed in the 2016/17 service charge accounts (if at all). The Respondent will be looking to</p>

			<p>related to freeholder case so question if chargeable via service charges, In Correctly Demanded, How does it fall under admin fee, how is solicitors doing administration? Pro rata discount not shown? Offer NIL</p>	<p>a successful claim against the Applicant for numerous breaches of his lease (Tribunal Case Reference: LON/00AG/LBC/2016/0050). Attached to the Applicant's Scott Schedule at page numbered 63 is a copy of the disputed invoice which shows that £373.20 has been incurred.</p> <p>This sum has not at the time of completing this Reply been demanded of the leaseholders as part of their service charge. It is anticipated that this sum shall be recovered directly from the Applicant.</p>	<p>recover these costs from the Applicant, rather than the service charge account.</p>
<p>Inv# day001 2 DT-5 Jun16</p>	<p>LMP Law</p>	<p>172.80</p>	<p>Question about Chargeable Under Lease, Reasonable Amount as there is not detail information also if is related to freeholder case so question if chargeable via service charges, In Correctly Demanded, How does it fall under admin fee, how is solicitors doing administration? Pro rata discount not shown? Offer NIL</p>	<p>Pursuant to Clause 6 of the Third Schedule of the Applicant's Lease, the Respondent is able to employ specialist solicitors to represent the Respondent, in this instance as part of a successful claim against the Applicant for numerous breaches of his lease (Tribunal Case Reference: LON/00AG/LBC/2016/0050).</p> <p>Attached to the Applicant's Scott Schedule at page numbered 64 is a copy of the disputed invoice which shows that £172.80 has been incurred.</p> <p>This sum has not at the time of completing this Reply been demanded</p>	<p>No determination as this item is to be billed in the 2016/17 service charge accounts (if at all). The Respondent will be looking to recover these costs from the Applicant, rather than the service charge account.</p>

				of the leaseholders as part of their service charge. It is anticipated that this sum shall be recovered directly from the Applicant.	
Inv# EMAIL DT- 28 Apr16	LMP Law	1200.0 0	Question about Chargeable Under Lease, Reasonable Amount as there is not detail information also if is related to freeholder case so question if chargeable via service charges, In Correctly Demanded, How does it fall under admin fee, how is solicitors doing administration? Pro rata discount not shown? No actual invoice in bundle, missing invoice to match with other works. Offer NIL	<p>Pursuant to Clause 6 of the Third Schedule of the Applicant's Lease, the Respondent is able to employ specialist solicitors to represent the Respondent, in this instance as part of a claim against the Applicant for numerous breaches of his lease (Tribunal Case Reference: LON/00AG/LBC/2016/0050). Attached to the Applicant's Scott Schedule at pages numbered 65 and 65a are copies of the disputed invoices which shows that £1200.00 has been incurred.</p> <p>The Respondent believes that the Applicant has retained comments made by the Applicant in his now obsolete first Scott Schedule given the Applicant has attached the invoice marked with page number 65a which was provided to him when the Respondent responded to the aforementioned first Scott Schedule.</p> <p>This sum has not at the time of completing this Reply been demanded of the leaseholders as part of their service charge. It is anticipated that</p>	No determination as this item is to be billed in the 2016/17 service charge accounts (if at all). The Respondent will be looking to recover these costs from the Applicant, rather than the service charge account.

				this sum shall be recovered directly from the Applicant.	
<u>PART</u> <u>N</u>					
Inv# 9378 DT- 12 Apr16	Electric	273.00	Un-Reasonable Amount, Standard of works as the works are questionable, In-Correctly as these works are not in SITU or maybe they were part of SEC 20 works , Offer NIL	Attached to the Applicant's Scott Schedule at page numbered 66 is a copy of the disputed invoice which shows that £273.60 has been incurred (The Respondent incorrectly cites £273.00 having been incurred). The invoice relates to mandatory electrical testing of 12 circuits in accordance with the Electrical Installation Condition Report. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	No determination as this item was conceded by the Applicant during the hearing.
Inv# 9369 DT- 8Apr16	Lights	318.00	Not Chargeable Under Lease as it is due to mismanagement, Un-Reasonable Amount, Standard of workman ship is shady, In-Correctly Demanded as works were wrongly done as it is suppose to be like for like, new lights introduced which are unable to work on system in building which is PIR system,. Also can they show these works	Pursuant to Clause 5(3), Clause 5(8) and Clause 1 of the Third Schedule of the Applicant's Lease, the Respondent is able to employ contractors to provide lighting services to the development. Attached to the Applicant's Scott Schedule at page numbered 67 is a copy of the disputed invoice which shows that £318.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. Light fittings did not work (had failed over time) and needed to be replaced. The	No determination as this item is to be billed in the 2016/17 service charge accounts.

			<p>on site as it is questionable about the no of lights? Offer NIL but would need money back to rectify the issue</p>	<p>invoice clearly sets out the number of lights which were replaced, and those lights now work perfectly well. There is no evidence to suggest they do not work from the applicant or any other party in the property. The lights work on the PIR system and there is no claim from any party that they do not, including the applicant (hitherto). The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.</p>	
<p>Inv # 1230- 22334 Dt 24 Feb. 2016</p>	<p>Asbestos Re- inspection</p>	<p>250.00</p>	<p>Why re-inspection? Health and safety invoice paid on 1 march 2016 should have included all works as it is part of health and safety and it is covered all together. Offer Nil</p>	<p>The Applicant has failed to attach the invoice he is disputing.</p> <p>The Applicant wrongly refers to £250.00 having been paid. The amount paid was £300.00.</p> <p>The Applicant offers no evidence to challenge the reasonableness of the cost. The development contains a number of areas featuring asbestos and it is essential that these are monitored which requires a specialist to carry out this work, not a Health and Safety officer as suggested. Attached at Exhibit DHL3 to this Reply is the 4site Asbestos Survey Update/Re-Inspection Report together with the associated invoice. The Respondent's position is that this cost has been reasonably incurred and</p>	<p>No determination as this item is to be billed in the 2016/17 service charge accounts.</p>

				is reasonable in amount.	
Inv# S116- 03484 DT- 25May1 6	Extinguish ers	328.76	Un-Reasonable Amount, Standard of work as we doubt it has been done, in Correctly Demanded as the quality of work is questionable as extinguishers are missing seal and so on, No signs in situ. Offer 80	Attached to the Applicant's Scott Schedule at page numbered 68 is a copy of the disputed invoice which shows that £328.76 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost and justify the sum offered. The cost incurred relates to the servicing of the Fire Extinguishers and other essential Fire Safety measures. Attached at Exhibit DHL4 is a copy of the Churchesfire Fire Fighting Equipment Certificate of Inspection together with photographic evidence of signage being put up at the development. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	No determination as this item is to be billed in the 2016/17 service charge accounts.
Inv# S115- 40780 DT- 7May16	Fire Panel	110.66	Un-Reasonable Amount, Standard of work as building don't have any fire panel, In- Correctly Demanded/ false invoice, No fire panel in building, question what alarm components are service are none are in situ, same apply for lights. Offer Nil as none of them are in situ the fire alarm for lift is covered by lift company	Attached to the Applicant's Scott Schedule at page numbered 69 is a copy of the disputed invoice which shows that £110.66 has been incurred. The works relate to the service of the fire alarm system (which is without panel). £53.00 is the contractor's standard call out charge. £12.72 relates to the 6 components at the development. Attached at Exhibit DHL5 to this Reply is a copy of an email from the contractor dated 26 January 2017 clarifying the detail	No determination as this item is to be billed in the 2016/17 service charge accounts.

				contained on the disputed invoice. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	
Inv# S115- 39695 DT- 29May1 6	Lights	211.20	Un-Reasonable Amount, Standard of work man ship, Correctly Demanded as other invoice shows that 4 lights were changed in inv dated 11 Apr 16, where bulkhead light cost 35 pounds so how it jumped to 110 to buy same light, Same as Inv DT-8Apr 16. Hence it is a false invoice. We offer Nil	Attached to the Applicant's Scott Schedule at page numbered 70 is a copy of the disputed invoice which shows that £211.20 has been incurred, in this instance a bulk head light was fitted. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount. The Applicant in the alternative claims that the disputed invoice is "false". No evidence is offered to support this assertion.	No determination as this item is to be billed in the 2016/17 service charge accounts.
<i>PART O</i>					
Inv# JS4505 89B DT- 29/12/1 6	Lift	268.80	Un-Reasonable Amount, Standard as well as questionable as agents were changed so how they know it was right invoice and right works, In-Correctly Demanded as this invoice should be for last year, Why after 9 months	Attached to the Applicant's Scott Schedule at page numbered 71 is a copy of the disputed invoice which shows that £268.80 has been incurred pursuant to the lift call out as detailed on the disputed invoice. The Applicant offers no evidence to challenge the reasonableness of the cost or allegations raised. The Respondent's position is that this cost	No determination as this item is to be billed in the 2016/17 service charge accounts.

				has been reasonably incurred and is reasonable in amount.	
PART PQ					
Inv# 6503 DT- 6/4/16	Vehicle Gate	286.00	Reasonable Amount, Standard, Correctly Demanded, Why new transmitter was needed if old is still in place, why P &P, Why charged for Fobs as it's paid by flat who require it. Hence it is not chargeable to service charges. Offer NIL	Attached to the Applicant's Scott Schedule at page numbered 72 is a copy of the disputed invoice which shows that £286.00 has been incurred. A transmitter was needed as the previous transmitter did not have the capacity to deal with the additional fobs. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount. It is furthermore reasonable to provide those entitled to fobs (supply of fobs is made up of £30.00 of the disputed invoice). The fobs were provided to the Applicant and Theresa Chong of Flat 15 who was previously an applicant in this matter.	No determination as this item is to be billed in the 2016/17 service charge accounts.
Inv# 6544 DT- 16/5/16	Vehicle Gate	1260.00	Un-Reasonable Amount, Standard of works as we think unnecessary work, in-Correctly Demanded as the damage was done by gardener standing on arm and breaking it, New operator needed one month of previous visit?	Attached to the Applicant's Scott Schedule at page numbered 73 is a copy of the disputed invoice which shows that £1260.00 has been incurred. The gate simply did not function. The Applicant offers no evidence to challenge the reasonableness of the cost or allegations raised. The Respondent's	No determination as this item is to be billed in the 2016/17 service charge accounts.

			Plus quality of workman and parts. Offer NIL	position is that this cost has been reasonably incurred and is reasonable in amount. The previous visit referred to by the Applicant relates to entirely separate work occasioned and evidenced.	
Inv# 142471 DT- 2/9/16	Vehicle Gate	360.00	Un-Reasonable Amount, Standard of quality of works, IN-Correctly Demanded No copy of agreement provided hence how to see if there was a contract. In past we never had contract for the gates. Offer NIL	Attached to the Applicant's Scott Schedule at page numbered 74 is a copy of the disputed invoice which shows that £360.00 has been incurred which relates to the maintenance of the gate. The Applicant offers no evidence to challenge the reasonableness of the cost. On advice, the Respondent placed the gate on a service contract so as to avoid the need for future lump-sum expenditure. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount. The Applicant claims not to have sight of the agreement yet attaches the same to his Scott Schedule at page numbered 75, the same having been previously provided to the Applicant by the Respondent as part of the Respondent's response to the first Scott Schedule.	No determination as this item is to be billed in the 2016/17 service charge accounts.
<u>PART</u> <u>R</u>					
Inv# DA001 DT-	Internal Cleaning	225.00	Un-Reasonable Amount, Standard of cleaning very Poor, To high for service	Attached to the Applicant's Scott Schedule at page numbered 76 is a copy of the disputed invoice which	Allowed in full. See paragraphs 34-40 of decision.

30/09/15			<p>and very bad value for money, Conflict of interest as we suspect they are part of managing agents and their interest has to be declared to all. Furthermore the old cleaners were cheaper and better quality and use to charge us 125 per month. The cleaner does director windows and charge us not to mention the stuff being collected inside and outside building, Gutters not cleaned and water used to clean wooden floors which spoil the wood. Offer 75 due to quality of work if it was same as old would have offered same as old cleaners</p>	<p>shows that £225.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The relationship between the contractor and the Respondent's Managing Agent has been transparent with the Respondent fully aware of the same. The Applicant has been provided with the cleaning specification which the contractor adheres to. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount. The contractors have reported that the Applicant has been abusive towards them on multiple occasions.</p> <p>The above comments should be read against the Applicant's challenges in this category below.</p>	
Inv# DA002 DT-30/10/15	Internal Cleaning	225.00	<p>Un-Reasonable Amount, Standard of cleaning very Poor, To high for service and very bad value for money. Conflict of interest as we suspect they are part of managing agents and their interest has to be declared to all. Furthermore the old</p>	<p>Attached to the Applicant's Scott Schedule at page numbered 77 is a copy of the disputed invoice which shows that £225.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.</p>	<p>Allowed in full. See paragraphs 34-40 of decision.</p>

			<p>cleaners were cheaper and better quality and use to charge us 125 per month. The cleaner does director windows and charge us not to mention the stuff being collected inside and outside building, Gutters not cleaned and water used to clean wooden floors which spoil the wood. Offer 75 due to quality of work if it was same as old would have offered same as old cleaners</p>		
<p>Inv# DA003 DT- 30/11/1 5</p>	<p>Internal Cleaning</p>	<p>225.00</p>	<p>Un-Reasonable Amount, Standard of cleaning very Poor, To high for service and very bad value for money, Conflict of interest as we suspect they are part of managing agents and their interest has to be declared to all. Furthermore the old cleaners were cheaper and better quality and use to charge us 125 per month. The cleaner does director windows and charge us not to mention the stuff being collected inside and</p>	<p>Attached to the Applicant's Scott Schedule at page numbered 78 is a copy of the disputed invoice which shows that £225.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.</p>	<p>Allowed in full. See paragraphs 34-40 of decision.</p>

			outside building, Gutters not cleaned and water used to clean a wooden floor which spoils the wood. Offer 75 due to quality of work if it was same as old would have offered same as old cleaners	
Inv# DA004 DT- 31/12/1 5	Internal Cleaning	225.00	Un-Reasonable Amount, Standard of cleaning very Poor, To high for service and very bad value for money, Conflict of interest as we suspect they are part of managing agents and their interest has to be declared to all. Furthermore the old cleaners were cheaper and better quality and use to charge us 125 per month. The cleaner does director windows and charge us not to mention the stuff being collected inside and outside building, Gutters not cleaned and water used to clean wooden flors which spoils the wood. Offer 75 due to quality of work if it was same as old would have	Attached to the Applicant's Scott Schedule at page numbered 79 is a copy of the disputed invoice which shows that £225.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.
				Allowed in full. See paragraphs 34-40 of decision.

			offered same as old cleaners		
Inv#D A005 DT- 31/01/1 6	Internal Cleaning	225.00	Un-Reasonable Amount, Standard of cleaning very Poor, To high for service and very bad value for money., Conflict of interest as we suspect they are part of managing agents and their interest has to be declared to all. Furthermore the old cleaners were cheaper and better quality and use to charge us 125 per month. The cleaner does director windows and charge us not to mention the stuff being collected inside and outside building, Gutters uncleaned and water used to clean wooden flors which spoils the wood. Offer 75 due to quality of work if it was same as old would have offered same as old cleaners	Attached to the Applicant's Scott Schedule at page numbered 80 is a copy of the disputed invoice which shows that £225.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. See paragraphs 34-40 of decision.
Inv#D A006 DT- 29/02/ 16	Internal Cleaning	166.00	Un-Reasonable Amount, Standard of cleaning very Poor, To high for service and very bad value for money., Conflict of interest as we suspect they	Attached to the Applicant's Scott Schedule at page numbered 81 is a copy of the disputed invoice which shows that £166.00 has been incurred. The Applicant offers no evidence to challenge the	Allowed in full. See paragraphs 34-40 of decision.

			are part of managing agents and their interest has to be declared to all. Furthermore the old cleaners were cheaper and better quality and use to charge us 125 per month. The cleaner does director windows and charge us not to mention the stuff being collected inside and outside building, Gutters uncleaned and water used to clean wooden floors which spoils the wood. Offer 75 due to quality of work if it was same as old would have offered same as old cleaners	reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	
Inv#D A007 DT- 31/03/ 16	Internal Cleaning	225.00	Un-Reasonable Amount, Standard of cleaning very Poor, To high for service and very bad value for money., Conflict of interest as we suspect they are part of managing agents and their interest has to be declared to all. Furthermore the old cleaners were cheaper and better quality and use to charge us 125 per month. The cleaner does director	Attached to the Applicant's Scott Schedule at page numbered 82 is a copy of the disputed invoice which shows that £225.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	No determination as this item is to be billed in the 2016/17 service charge accounts.

			windows and charge us not to mention the stuff being collected inside and outside building, Gutters not cleaned and water used to clean wooden floors which spoils the wood. Offer 75 due to quality of work if it was same as old would have offered same as old cleaners		
Inv#D A008 DT- 30/04/ 16	Internal Cleaning	166.00	Un-Reasonable Amount, Standard of cleaning very Poor, To high for service and very bad value for money., Conflict of interest as we suspect they are part of managing agents and their interest has to be declared to all. Furthermore the old cleaners were cheaper and better quality and use to charge us 125 per month. The cleaner does director windows and charge us not to mention the stuff being collected inside and outside building, Gutters not cleaned and water used to clean wooden floors which spoils the	Attached to the Applicant's Scott Schedule at page numbered 83 is a copy of the disputed invoice which shows that £166.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	No determination as this item is to be billed in the 2016/17 service charge accounts.

			wood. Offer 75 due to quality of work if it was same as old would have offered same as old cleaners		
Inv#D A009 DT- 31/05/1 6	Internal Cleaning	166.00	Un-Reasonable Amount, Standard of cleaning very Poor, To high for service and very bad value for money., Conflict of interest as we suspect they are part of managing agents and their interest has to be declared to all. Furthermore the old cleaners were cheaper and better quality and use to charge us 125 per month. The cleaner does director windows and charge us not to mention the stuff being collected inside and outside building, Gutters not cleaned and water used to clean wooden floors which spoils the wood. Offer 75 due to quality of work if it was same as old would have offered same as old cleaners	Attached to the Applicant's Scott Schedule at page numbered 84 is a copy of the disputed invoice which shows that £166.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	No determination as this item is to be billed in the 2016/17 service charge accounts.
Inv#D A010	Internal Cleaning	166.00	Un-Reasonable Amount, Standard of cleaning very	Attached to the Applicant's Scott Schedule at page numbered 85 is a	No determination as this item is to be billed in the

DT-30/06/16			<p>Poor, To high for service and very bad value for money., Conflict of interest as we suspect they are part of managing agents and their interest has to be declared to all. Furthermore the old cleaners were cheaper and better quality and use to charge us 125 per month. The cleaner does director windows and charge us not to mention the stuff being collected inside and outside building, Gutters not cleaned and water used to clean wooden floors which spoils the wood. Offer 75 due to quality of work if it was same as old would have offered same as old cleaners</p>	<p>copy of the disputed invoice which shows that £166.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.</p>	<p>2016/17 service charge accounts.</p>
Inv#D A011 DT-31/07/16	Internal Cleaning	166.00	<p>Un-Reasonable Amount, Standard of cleaning very Poor, To high for service and very bad value for money., Conflict of interest as we suspect they are part of managing agents and their interest has to be declared to all.</p>	<p>Attached to the Applicant's Scott Schedule at page numbered 86 is a copy of the disputed invoice which shows that £166.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is</p>	<p>No determination as this item is to be billed in the 2016/17 service charge accounts.</p>

			<p>Furthermore the old cleaners were cheaper and better quality and use to charge us 125 per month. The cleaner does director windows and charge us not to mention the stuff being collected inside and outside building, Gutters not cleaned and water used to clean wooden floors which spoils the wood. Offer 75 due to quality of work if it was same as old would have offered same as old cleaners</p>	<p>reasonable in amount.</p>	
<p>Inv# DAO12 DT- 31/08/ 16</p>	<p>Internal Cleaning</p>	<p>166.00</p>	<p>Un-Reasonable Amount, Standard of cleaning very Poor, To high for service and very bad value for money., Conflict of interest as we suspect they are part of managing agents and their interest has to be declared to all. Furthermore the old cleaners were cheaper and better quality and use to charge us 125 per month. The cleaner does director windows and charge us not to mention the stuff</p>	<p>Attached to the Applicant's Scott Schedule at page numbered 87 is a copy of the disputed invoice which shows that £166.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.</p>	<p>No determination as this item is to be billed in the 2016/17 service charge accounts.</p>

			being collected inside and outside building, Gutters not cleaned and water used to clean wooden floors which spoils the wood. Offer 75 due to quality of work if it was same as old would have offered same as old cleaners		
<u>PART</u>					
<u>S</u>					
Inv# 78990 DT- 12/04/ 16	Director Insurance	98.55	Not Chargeable Under Lease, UN-Reasonable Amount as it is not part of lease holder account, IN-Correctly Demanded,	<p>It is industry standard to ensure that the Respondent's Directors and the Respondent have such insurance cover. The Applicant is referred to clause 59 of the Memorandum and Articles of Association.</p> <p>Pursuant to Clause 5(4) and Clause 4 of the Third Schedule of the Applicant's Lease, the Respondent is able to procure such insurance.</p> <p>The Respondent notes that the Applicant himself procured such insurance when he was a Director of the Respondent. For example, the Applicant presided over "Insurance Directors Liability" during the year ended 24 March 2013 in the sum of £204.76.</p>	No determination as this item is to be billed in the 2016/17 service charge accounts.

				Attached to the Applicant's Scott Schedule at page numbered 88 is a copy of the disputed invoice which shows that £98.55 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	
<u>PART</u>					
<u>T</u>					
Inv#11 94 DT- 19/2/15	CCTV	3492.0 0	Questionable is it Chargeable Under Lease, also legality issues as there has been S20 Objection for works, Un-Reasonable Amount, Standard, Correctly Demanded, S20 Objection as well, price to high, Quality of workmanship is questionable. Offer for these works Nil due to objections not resolved and ongoing issue it will create such as DPA	CCTV was initially erected at the direction of the Applicant when he was a Director of the Respondent with all charges forming part of the service charge. Please see the attached Witness Statement of Salomia Dori dated 30 January 2017. Pursuant to Clause 10 of the Third Schedule of the Applicant's Lease, the Respondent is to provide maintenance to the CCTV. Attached to the Applicant's Scott Schedule at page numbered 89 is a copy of the disputed invoice which shows that £3492.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Applicant wrongly asserts that this cost would have required Section 20 consultation. The Respondent's position is that this cost has been	Disallowed in full. See paragraphs 57-66 of decision.

				reasonably incurred and is reasonable in amount.	
<u>PART U</u>					
Inv# 6666 DT-1 Aug 15	Cleaning	120.00	UN- Correctly Demanded, Duplicate of Inv 6545, Offer NIL	Attached to the Applicant's Scott Schedule at page numbered 90 is a copy of the disputed invoice which shows that £120.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost, i.e. by providing the alleged duplicate invoice. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. No evidence of duplication.
Inv#69 04 DT-21 Sep 15	Cleaning	120.00	UN- Correctly Demanded, paid other cleaner for sep 15	Attached to the Applicant's Scott Schedule at page numbered 91 is a copy of the disputed invoice which shows that £120.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost, i.e. by providing the alleged duplicate invoice. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Disallowed in full. Conceded by the Respondent at the hearing.
Inv#D A001 DT- 30/09/ 15	Cleaning	225.00	UN-Reasonable Amount, Standard of cleaning is worse, To high for serv., Conflict of Interest. Plus paid to other cleaner for this month, the cleaners also charge us for cleaning	The disputed invoice was provided in error by the Respondent's managing agent at page numbered 92 is a duplicate of the disputed invoice at page numbered 76. The service charge account has only been debited once. The Applicant is referred to the	No determination as the service charge account has only been debited once.

			directors windows Offer is Nil as other cleaner is paid for the month	accounts. There is no sum to be credited on that basis.	
Inv#D A002 DT- 31/10/1 5	Cleaning	225.00	UN-Reasonable Amount, Standard of cleaning is worse, To high for serv., Conflict of Interest. Offer is 60 pounds due to quality and work being done	The disputed invoice was provided in error by the Respondent's managing agent at page numbered 93 is a duplicate of the disputed invoice at page numbered 77. The service charge account has only been debited once. The Applicant is referred to the accounts. There is no sum to be credited on that basis.	No determination as the service charge account has only been debited once.
Inv#D A003 DT- 30/11/1 5	Cleaning	225.00	UN-Reasonable Amount, Standard of cleaning is worse, To high for serv., Conflict of Interest. Offer is 60 pounds due to quality and work being done	The disputed invoice was provided in error by the Respondent's managing agent at page numbered 94 is a duplicate of the disputed invoice at page numbered 78. The service charge account has only been debited once. The Applicant is referred to the accounts. There is no sum to be credited on that basis.	No determination as the service charge account has only been debited once.
Inv#D A004 DT- 31/12/1 5	Cleaning	225.00	UN-Reasonable Amount, Standard of cleaning is worse, To high for serv., Conflict of Interest. Offer is 60 pounds due to quality and work being done	The disputed invoice was provided in error by the Respondent's managing agent at page numbered 95 is a duplicate of the disputed invoice at page numbered 79. The service charge account has only been debited once. There is no sum to be credited on that basis.	No determination as the service charge account has only been debited once.
<u>PART</u> <u>V</u>					
Inv#70	Solicitor	4200.0	Not-Chargeable under	Pursuant to Clause 6 of the Third	Disallowed in full. See

701 DT- 4Feb15		0	Lease, Un-Reasonable Amount, Reasonability as these matters could have been resolved in a formal meeting which has been requested, Un-Correctly Demanded as it is the cost of freeholders	Schedule of the Applicant's Lease, the Respondent is able to employ specialist solicitors to represent the Respondent, in this instance as part of a claim brought by the Applicant against the Respondent (the Applicant made an unsuccessful claim, inter alia, for an injunction against the Respondent). Attached to the Applicant's Scott Schedule at page numbered 97 is a copy of the disputed invoice which shows that £4200.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount. The Applicant was ordered to pay £3000.00 to the Respondent pursuant to the Court Order dated 2 February 2015 and attached at Exhibit DHL6 to this Reply.	paragraphs 41-48 of decision.
Inv# 478 Undated	Lancaster Brown	1139.00	UN-Reasonable Amount, Reasonability of the high charges, very low Standard of management and as we can see in court that papers of the management are not fully available either. Not to mention the date of this invoice, there has been bias and	Attached to the Applicant's Scott Schedule at page numbered 98 is a copy of the disputed invoice which shows that £1139.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. See paragraphs 27-33 of decision.

			discrimination in the management along with failure to manage. Offer 100 as a good will gesture		
Inv# 345 DT-3 Nov14	Lancaster Brown	1520.0 0	UN-Reasonable Amount, Reasonability of the high charges, very low Standard of management and as we can see in court that papers of the management are not fully available either. Not to mention the date of this invoice, there has been bias and discrimination in the management along with failure to manage. Offer 100 as a good will gesture	Attached to the Applicant's Scott Schedule at page numbered 99 is a copy of the disputed invoice which shows that £1520.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. See paragraphs 27-33 of decision.
Inv#47 5 Undated	Bank Transfer	480.00	Question about Chargeable under Lease, Un-Reasonable Amount, Reasonability of the charges as no date available, Correctly Demanded, No Invoice hence offer is NIL	Pursuant to Clause 7 of the Third Schedule of the Applicant's Lease, the Respondent is able to employ managing agents. Attached to the Applicant's Scott Schedule at pages numbered 100, 101 and 102 is a copy of the bank transfer which shows that £480.00 has been incurred together with the breakdown of that sum. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is	Disallowed in full. See paragraphs 27-33 of decision.

				reasonable in amount.	
Inv#51 8 DT-20 Feb15	Lancaster Brown	636.50	UN-Reasonable Amount, Reasonability of the charges as there has been failure to manage, Bias and failure to follow lease, too High cost as there are cheaper and better agents available, No contract copy, Conflict of Interest, S2o Work failures, Quality of works done poor standard of service provided	Attached to the Applicant's Scott Schedule at pages numbered 103, 104 is a copy of the disputed invoice which shows that £636.50 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. See paragraphs 27-33 of decision.
Inv#68 o DT- 1Sep15	Haus	295.90	Questions about high Charges under Lease, Reasonability of Amount charges, Reasonability of service and cost, Un-Correctly Demanded as there has been questions already raised about high cost and was asked to look for other better agents, too High costs and waste of money and abuse of power, failure to follow leases , only following directors contrary to the leases and law, unusual fees, standard	Attached to the Applicant's Scott Schedule at page numbered 105 is a copy of the disputed invoice which shows that £295.90 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount. The Applicant is referred to the Respondent's comments on previous challenges to Management Fees in this Scott Schedule.	Allowed in full. See paragraphs 27-33 of decision.
Inv#68 1	Haus	1125.00	Questions about high Charges under Lease,	Attached to the Applicant's Scott Schedule at page numbered 106 is a	Allowed in full. See paragraphs 27-33 of decision.

DT-25 Sep 15			Reasonability of Amount charges, Reasonability of service and cost, Un-Correctly Demanded as there has been questions already raised about high cost and was asked to look for other better agents, too High costs and waste of money and abuse of power, failure to follow leases , only following directors contrary to the leases and law, unusual fees, standard	copy of the disputed invoice which shows that £1125.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount. The Applicant is referred to the Respondent's comments on previous challenges to Management Fees in this Scott Schedule.	
<u>PART WX</u>					
Inv#JS 424246 M DT- 6/7/15	Jackson	218.70	UN-Correctly Demanded, Duplicate of Inv in Part O Paid on 01/09/16 second time Offer Nil	Attached to the Applicant's Scott Schedule at page numbered 107 is a copy of the disputed invoice which shows that £218.70 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost on the basis of the invoice allegedly being a duplicate. The invoice the Applicant refers to is completely different. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. No evidence of duplication.
<u>PART YZ</u>					
Inv#12	Front	90.00	Un-Reasonable Amount,	Attached to the Applicant's Scott	No determination as this

55 DT-24 Jun15	Door		Quality of workmanship, cost too High as it is just a door closer adjustment , Work repeated on 15/02/16 inv dated 25/02/16 Offer Nil due to above facts	Schedule at page numbered 108 is a copy of the disputed invoice which shows that £90.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	item was conceded by the Applicant during the hearing.
Inv#61 13 DT- 01/03/ 15	Lights	28.80	UN-Reasonable Amount, Quality of works as they keep going off, Correctly Demanded as it has been done again and again, too High charges to change bulb by a cleaner	Attached to the Applicant's Scott Schedule at page numbered 109 is a copy of the disputed invoice which shows that £28.80 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. The Applicant has produced no evidence to challenge this item. Having viewed the lights during the inspection, the tribunal is satisfied this modest cost is reasonable. The Applicant's share of this cost is approximately £2.00.
Inv#10 2138 DT- 30/12/ 14	Cleaning	198.00	Chargeable under Lease, , Quality of works as the black are still there and not properly cleaned, Un-Correctly Demanded as it forms part of insurance claim, too High cost of cleaning one landing, Insurance Claim, normal Cleaning was performed rather than any special cleaning hence it was a routine cleaning done, Work Questionable offer pounds 20 as gesture of good will and extra few	Pursuant to Clause 5(3), Clause 5(8) and Clause 1 of the Third Schedule of the Applicant's Lease, the Respondent is able to employ contractors to clean the development. In this instance, the works were required further to a fire on the lower ground floor. Attached to the Applicant's Scott Schedule at page numbered 110 is a copy of the disputed invoice which shows that £198.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost	Allowed in full. See paragraphs 34-40 of decision.

			minutes taken to do the works, further more it should have been recovered from the insurance claim	has been reasonably incurred and is reasonable in amount.	
Inv#?? ?? DT- 11/02/1 5 Ref 100074	Premier Security	120.00	Question about Chargeable under Lease, Reasonable of this cost? Amount is too high for lock, Work Questionable, Invoice mention to be paid by Flat 5? Offer NIL	Pursuant to Clause 5(3) and Clause 6 of the Third Schedule of the Applicant's Lease, the Respondent is able to employ contractors to supply and fit a deadlock to the roof door as stated on the invoice, i.e. to the common parts. Attached to the Applicant's Scott Schedule at page numbered 111 is a copy of the disputed invoice which shows that £120.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. The cost of fitting this lock is contractually recoverable under paragraph 5 of the third schedule to the lease. Having viewed the lock during the inspection, the tribunal is satisfied this modest cost is reasonable. The Applicant's share of this cost is approximately £8.40.
Inv#11 83 DT- 4/2/15	D Tec Alarm	2300.0 0	Question as Chargeable under Lease, Reasonable Amount as section 20 objections, Quality of workmanship, Un-Correctly Demanded as due to dispute it can't be charge to service charges, What works exactly, electric cert done on 12	Pursuant to Clause 5(3) and Clause 6 the Third Schedule of the Applicant's Lease, the Respondent is able to employ contractors to provide electrical services to the development. Attached to the Applicant's Scott Schedule at page numbered 112 is a copy of the disputed invoice which shows that £2760.00 has been incurred (the Applicant incorrectly	Allowed in full. See paragraphs xx of decision.

			Apr 16, S20? Offer Nil till the issues raised are not resolved	refers to the sum of £2300.00 being incurred). The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	
Inv#10 2887 DT- 19/02/ 15	Protec	474.00	UN-Reasonable Amount, UN- Correctly Demanded as objections was raised under S20, too High, part of S20 notice. Offer Nil	Attached to the Applicant's Scott Schedule at page numbered 113 is a copy of the disputed invoice which shows that £474.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. See paragraphs 49-56 of decision.
Inv#86 34 DT- 10/02/ 15	Jet Wash	180.00	Un-Reasonable Amount, Quality of works and where were these works done?, Un-Correctly Demanded, too High as entire building jet wash has been done for 600 in past, Not aware of work/ jet wash, hence no proof of works done either on site. Offer Nil at present till any proof of actual works is given	Attached to the Applicant's Scott Schedule at page numbered 114 is a copy of the disputed invoice which shows that £180.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	No determination as this item was conceded by the Applicant during the hearing.
Inv#11 95 DT-	D Tec Alarm	114.00	UN-Reasonable Amount, Quality of workmanship, Un-Correctly Demanded	Attached to the Applicant's Scott Schedule at page numbered 115 is a copy of the disputed invoice which	Allowed in full. See paragraphs 49-56 of decision.

19/02/15			as it forms part of S20 works, part of S20, paid by inv 1183 also quality of works, offer Nil	shows that £114.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	
Inv# 1196 DT-19/02/15	D Tec Alarm	460.00	Issue about the legality of this invoice, Seems part of Inv 1195, S20 works so how come it is coming again and again in parts Offer Nil	Attached to the Applicant's Scott Schedule at page numbered 116 is a copy of the disputed invoice which shows that £460.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. See paragraphs 49-56 of decision.
Inv# Unkno wn DT-25/1/15	Premier Security	180.00	Question under lease? Amount to high? Questionable works. Offer 50 pounds if works prove to be needed as at present they seem like abuse of money	Pursuant to Clause 5(3) and Clause 6 of the Third Schedule of the Applicant's Lease, the Respondent is to provide property maintenance services at the development. Attached to the Applicant's Scott Schedule at page numbered 117 is a copy of the disputed invoice which shows that £180.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	No determination as this item was conceded by the Applicant during the hearing.
Inv#61 13 DT-	Lights	28.80	To high charges for changing a light bulb by cleaner	Attached to the Applicant's Scott Schedule at page numbered 118 is a copy of the disputed invoice which	Allowed in full. The Applicant has produced no evidence to challenge this

01/03/15				shows that £28.80 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	item. Having viewed the lights during the inspection, the tribunal is satisfied this modest cost is reasonable. The Applicant's share of this cost is approximately £2.00.
Inv#18 284 DT- 16/03/ 15	Works in Flat 6	106.80	Question about Chargeable under Lease, Un-Correctly Demanded, Leaks also in Inv 38463 DT-09/05/16	<p>Pursuant to Clause 5(3) and Clause 1 of the Third Schedule of the Applicant's Lease, the Respondent is to provide maintenance. A leak was reported and the contractor sought to identify the source of the leak which necessitated an inspection of all pipe works in Flat 6.</p> <p>Attached to the Applicant's Scott Schedule at page numbered 119 is a copy of the disputed invoice which shows that £106.80 has been incurred. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount. The Applicant provides no evidence to support the suggestion that the Respondent should charge these costs to individual leaseholder(s). The Applicant refers to the disputed invoice being similar to other invoices which have been satisfied. The disputed invoice is not a duplicate as may be inferred from the Applicant's comments.</p>	No determination as this item was conceded by the Applicant during the hearing.
Inv#10	Decoratio	2400.0	Question Chargeable	Pursuant to Clause 5(3) and Clause 1	No determination as this

2836 DT- 11/02/1 5	n Works	0	under Lease, Un-Reasonable Amount as on other hand cleaner has been claiming of it and here they are charging for cleaning again, Quality of works done as parquet flooring is replaced by cheap laminate, UN-Correctly Demanded, too High price as the works done are wrong, Duplicate Invoice Paid , Offer Nil in-fact we need money to put the right flooring back which has been destroyed by these works. Furthermore lease asks for like for like works or better not inferior works	of the Third Schedule of the Applicant's Lease, the Respondent is to provide property maintenance services at the development. In this instance, the works were required further to a fire on the lower ground floor. Attached to the Applicant's Scott Schedule at page numbered 120 is a copy of the disputed invoice which shows that £2400.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount. The Applicant is directed to Exhibit DHL7 which confirms that the Respondent was reimbursed this amount via their insurers. There is no amount to potentially credit to the Applicant.	item has not been billed to the service charge account.
Inv#10 4269 DT- 10/04/ 15	Leak	90.00	Question About Chargeable under Lease as the workman seems to be inferior, Reasonability if they can't trace a leak which is visible by water marks on floor, Un-Correctly Demanded as if the leak was not found what were they doing and how the water appears	Pursuant to Clause 5(3), Clause 5(8) and Clause 1 of the Third Schedule of the Applicant's Lease, the Respondent is to provide maintenance to the basement area. Attached to the Applicant's Scott Schedule at page numbered 122 is a copy of the disputed invoice which shows that £90.00 has been incurred. The Respondent's position is that this	No determination as this item was conceded by the Applicant during the hearing.

			there?, repeat Inv 18284 DT-16/03/15,	cost has been reasonably incurred and is reasonable in amount. The Applicant refers to the disputed invoice being similar to other invoices which have been satisfied. The disputed invoice is not a duplicate as may be inferred from the Applicant's comments.	
Inv#02 DT- 01/04/ 15	Decoratio n	1200.0 0	Question about Chargeable under Lease, , Quality of works as they even painted over Asbestos signage, UN-Correctly Demanded as these are S20 works and there is already objections further more it is improvement works, part of S20	Pursuant to Clause 5(3), Clause 5(8) and Clause 1 of the Third Schedule of the Applicant's Lease, the Respondent is to provide property maintenance services at the development. Attached to the Applicant's Scott Schedule at page numbered 123 is a copy of the disputed invoice which shows that £1200.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. See paragraphs 49-56 of decision.
Inv# Unkno wn DT- 17 Mar15	Flooring	875.00	Question Chargeable under Lease, UN-Reasonable Amount as it has been a part of insurance claim, Quality of workmanship as the good quality of wood parquet flooring has been unnecessary replaced by cheap stuff contrary to lease, UN-Correctly	Pursuant to Clause 5(3), Clause 1 of the Third Schedule and Clause 5 of the Third Schedule of the Applicant's Lease, the Respondent is to provide property maintenance services at the development. In this instance work was required further to a fire on the lower ground floor landing which caused serious damage, including to the flooring.	No determination as this item was conceded by the Applicant during the hearing.

			<p>Demanded as its part of insurance claim, too High charges for flooring that cost under 20 pounds per meter, Insurance Claim, Not same as changed from parquet to cheap laminate. Offer is NIL need money to resolve it back to the original</p>	<p>Attached to the Applicant's Scott Schedule at page numbered 124 is a copy of the disputed invoice which shows that £875.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.</p> <p>The Applicant is directed to Exhibit DHL7 which confirms that the Respondent was reimbursed this amount via their insurers. There is therefore no sum to potentially credit to the Applicant.</p>	
<p>Inv#65 86 DT-7 Jul 15</p>	<p>Lights</p>	<p>38.40</p>	<p>Un- Reasonable Amount, Reasonability of the charges as they formed part of contract, bulb changed by the cleaner. Offer Nil as it formed part of the contract.</p>	<p>Applicant's Scott Schedule at page numbered 125 is a copy of the disputed invoice which shows that £38.40 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.</p>	<p>Allowed in full. The Applicant has produced no evidence to challenge this item. Having viewed the lights during the inspection, the tribunal is satisfied this modest cost is reasonable. The Applicant's share of this cost is approximately £2.66.</p>
<p>Inv#BC S056 DT- 14/10/1 5</p>	<p>Lights + Sign</p>	<p>65.00</p>	<p>Question about Chargeable under Lease, Un-Reasonable Amount, Un-Correctly Demanded as it should be charged to flat whose signs were out, too , also same works in</p>	<p>Pursuant to Clause 5(3), Clause 5(8) and Clause 1 of the Applicant's Lease, the Respondent is to provide property maintenance services at the development. Attached to the Applicant's Scott Schedule at page numbered 126 is a copy of the</p>	<p>Allowed in full. The Applicant has produced no evidence to challenge this item. The tribunal is satisfied this modest cost is reasonable. The Applicant's share of this cost is</p>

			inv BCS204 DT-13/4/16 Offer Nil as duplicate works also unchangeable	disputed invoice which shows that £65.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount. The Applicant claims the disputed invoice is a duplicate yet the invoice referred to is from a different year and a different amount.	approximately £4.55.
Inv#BC S080 DT- 25/11/1 5	Lights	50.00	Question about Chargeable under Lease, Un-Reasonable Amount as the cleaners have changed the bulbs and they form part of contract, too High charges for changing a bulb, Conflict of interest as they belong to the agents and have been told are part of their company. Offer Nil	Pursuant to Clause 5(3), Clause 5(8) and Clause 1 of the Third Schedule of the Applicant's Lease, the Respondent is to provide property maintenance services at the development. Attached to the Applicant's Scott Schedule at page numbered 127 is a copy of the disputed invoice which shows that £50.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. The Applicant has produced no evidence to challenge this item. Having viewed the lights during the inspection, the tribunal is satisfied this modest cost is reasonable. The Applicant's share of this cost is approximately £3.50.
<i>PART</i> <i>1</i>					
Inv#00 18 DT-19 Mar15	EDF	232.23	Un-Correctly Demanded, why late payment? Shows mismanagement and failure to manage. Questionable under lease	The Applicant has failed to attach the invoice which is disputed. The Respondent attaches at Exhibit DHL8 A copy of the disputed invoice.	No determination as this item was conceded by the Applicant during the hearing.

			as it was deliberate late payment offer Nil	<p>The Applicant is directed to the invoice totaling £197.19 (a credit having been applied).</p> <p>Late payment charges amount to 79p.</p> <p>The Applicant does not challenge the Respondent's right to provide electricity to the development at the numerous other entries relating to EDF. The Respondent considers the Applicant's comment in that regard to be included in error and given the comment concerning late payment, may be referring to Inv#0004 DT-24 Sep 14 below.</p> <p>The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount</p>	
<u>PART</u> <u>2</u>					
Inv#70 4 DT- Apr15	Garden	78.00	Un- Reasonable Amount, Reasonability of charges as it should form part or any gardening to weed and feed the garden and to maintain it, UN-Correctly Demanded as it should form part of gardening contract, too High charges	Attached to the Applicant's Scott Schedule at page numbered 128 is a copy of the disputed invoice which shows that £78.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. See paragraphs xx of decision.

			for a small tiny garden, Contract missing offer 40 pounds only		
Inv# 857 DT-Sep 15	Garden	120.00	Un- Reasonable Amount, Reasonability of charges as it should form part or any gardening to weed and feed the garden and to maintain it, UN-correctly Demanded as it should form part of gardening contract, too High charges for a small tiny garden, Contract missing offer 40 pounds only price seems to have double overnight	Attached to the Applicant's Scott Schedule at page numbered 129 is a copy of the disputed invoice which shows that £120.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. See paragraphs 67-69 of decision.
Inv#91 6 DT- Nov15	Garden	120.00	Un- Reasonable Amount, Reasonability of charges as it should form part or any gardening to weed and feed the garden and to maintain it, UN-Correctly Demanded as it should form part of gardening contract, too High charges for a small tiny garden, Contract missing offer 40 pounds only price seems to have double overnight	Attached to the Applicant's Scott Schedule at page numbered 130 is a copy of the disputed invoice which shows that £120.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. See paragraphs 67-69 of decision.
Inv#94 4 DT-Dec 15	Garden	120.00	Un- Reasonable Amount, Reasonability of charges as it should form part or any gardening to weed and	Attached to the Applicant's Scott Schedule at page numbered 131 is a copy of the disputed invoice which shows that £120.00 has been	Allowed in full. See paragraphs 67-69 of decision.

			feed the garden and to maintain it, UN-Correctly Demanded as it should form part of gardening contract, too High charges for a small tiny garden, Contract missing offer 40 pounds only price seems to have double overnight	incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	
<u>PART</u> 3					
Inv#11 94006 8 DT-25 Feb15	Insurance	518.86	Reasonability, Incorrectly Demanded, Cancelled but showed as paid on 10?03/15 ref 100082	Pursuant to Clause 5(4) and Clause 4 of the Third Schedule of the Applicant's Lease, the Respondent is able to procure such insurance. Attached to the Applicant's Scott Schedule at page numbered 132 is a copy of the disputed invoice which shows that £518.86 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. See paragraphs 70-77 of decision.
Inv# 74457 DT- 15/10/1 5	Insurance	55.41	Not Chargeable under Lease, UN-Correctly Demanded as these are service charges and this insurance is directors insurance, offer Nil	It is industry standard to ensure that the Respondent's Directors and the Respondent have such insurance cover. The Applicant is referred to clause 59 of the Memorandum and Articles of Association. Pursuant to Clause 5(4) and Clause 4	Disallowed in full. See paragraphs 70-77 of decision.

				<p>of the Third Schedule of the Applicant's Lease, the Respondent is able to procure such insurance.</p> <p>The Respondent notes that the Applicant himself procured such insurance when he was a Director of the Respondent. For example, the Applicant presided over "Insurance Directors Liability" during the year ended 24 March 2013 in the sum of £204.76.</p> <p>Attached to the Applicant's Scott Schedule at page numbered 133 is a copy of the disputed invoice which shows that £55.41 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.</p>	
<u>PART</u> <u>4</u>					
Inv#13 5400 DT- 30/04/ 14	Vehicle Gate	228.00	Reasonability of Amount, Un-Correctly Demanded, Quality of works, issues/causes also it has been damaged by the gardener who jumps and stand on the moving arm. Offer Nil	Attached to the Applicant's Scott Schedule at page numbered 134 is a copy of the disputed invoice which shows that £228.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is	Allowed in full. See paragraphs 78-83 of decision.

				reasonable in amount.	
Inv#13 5331 DT- 31/03/ 14	Vehicle Gate	878.40	Un-Reasonable Amount as it is wrong to charge when it should be insurance claim or recovered from gardener who breaks them, Un-Correctly Demanded as it is due to negligence of agents and the people employed, cost is too High, offer is 400 as in past ram has been replaced for similar amount. Also gate works repeated in 14 days	Attached to the Applicant's Scott Schedule at page numbered 135 is a copy of the disputed invoice which shows that £878.40 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost or support the serious allegations raised. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount. Furthermore, the Respondent remains of the opinion that the maintenance has in all likelihood been necessitated by the Applicant renting out an area of land he only has a right to park over (which the Applicant has, in breach of lease as confirmed by the Tribunal (Case Reference: LON/00AG/LBC/2016/0050), turned into a garage) to a grocer, in turn increasing traffic markedly.	Allowed in full. See paragraphs 78-83 of decision.
Inv# 135169 DT- 27/3/1 4	Vehicle Gate	168.00	Un-Reasonable Amount, Reasonability of charges as it is repeated works in 14 days, Un-Correctly Demanded due to quality of works, too High, quality of works/ materials quality offer nil	Attached to the Applicant's Scott Schedule at page numbered 136 is a copy of the disputed invoice which shows that £168.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. See paragraphs 78-83 of decision.

Inv#13 5542 DT- 30/04/ 14	Vehicle Gate	288.00	Reasonability of charges as it is repeated works in 14 days, Un-Correctly Demanded due to quality of works, too High, quality of works/ materials quality offer nil	Attached to the Applicant's Scott Schedule at page numbered 137 is a copy of the disputed invoice which shows that £288.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. See paragraphs 78-83 of decision.
Inv#62 98 DT- 21/05/1 5	Vehicle Gate	336.00	Reasonability, Un-Correctly Demanded as work of poor quality, Inv For work on 1/11/14 why so late to send invoice, quality of works, also similar to inv 135542 offer Nil as already paid	Attached to the Applicant's Scott Schedule at page numbered 138 is a copy of the disputed invoice which shows that £336.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. See paragraphs 78-83 of decision.
Inv#63 17 DT- 30/06/ 15	Vehicle Gate	660.00	Question about Chargeable under Lease, Un-Reasonability as fobs are charged to each person who orders them, too High cost as in past we had much lower cost, Quality of Work?, Fob also the quality of workmanship and question about the requirement of works?	The Applicant has failed to attach the invoice he is disputing which was provided to the Applicant by the Respondent. The Respondent provides the disputed invoice again as Exhibit DHL9 . The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. See paragraphs 78-83 of decision.

Inv# 611 DT- 14/10/1 4	Vehicle gate	114.00	Reasonability and requirement of works, Un-Correctly Demanded as works have been of poor quality plus damages done by the gardener, too High cost any similar quote taken for works?, need of these works?, offer is Nil due to quality	The Applicant has failed to attach the invoice he is disputing which was provided to the Applicant by the Respondent. The Respondent provides the disputed invoice again as Exhibit DHL10 . The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. See paragraphs 78-83 of decision.
Inv# 6146 DT- 28/11/1 4	Vehicle Gate	336.00	, Reasonability of the works, Un-Correctly Demanded as it has been due to cleaner jumping over gates, Same as Inv 6298 DT-1/11/14 Offer is Nil due to repeat invoice	The Applicant has failed to attach the invoice he is disputing which was provided to the Applicant by the Respondent. The Respondent provides the disputed invoice again as Exhibit DHL11 . The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. See paragraphs 78-83 of decision.
<u>PART</u> 6					
Inv#00 04 DT-24	EDF	67.63	Late fees shows mismanagement by agents, question under	Attached to the Applicant's Scott Schedule at page numbered 139 is a copy of the disputed invoice which	Allowed in full. The late payment fee was only £2.88. The Applicant's share of this

Sep 14			lease for this late charges as the money has been in account	shows that £67.63 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost aside from highlighting the existence of late payment fees totaling £2.88). The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	fee was approximately £0.20.
Inv# 0016 DT-19Mar15	EDF	(-311.76)	Refunded amount? It has not been reflected in the annual statements	The Applicant is referred to the Service Charge Accounts for year 2014/15. The amount incurred for electricity was £1647.88. This amount included credits levied to the account. The Applicant has provided no evidence to suggest that the credits have not been applied.	Allowed in full. See paragraphs 84-86 of decision.
Inv# 0014 DT-19 Mar 15	EDF	(-356.45)	Refunded amount? It has not been reflected in the annual statements	The Applicant is referred to the Service Charge Accounts for year 2014/15. The amount incurred for electricity was £1647.88. This amount included credits levied to the account. The Applicant has provided no evidence to suggest that the credits have not been applied.	Allowed in full. See paragraphs 84-86 of decision.
Inv#0015 DT-19Mar 15	EDF	(-18.75)	Refunded amount? It has not been reflected in the annual statements	The Applicant is referred to the Service Charge Accounts for year 2014/15. The amount incurred for electricity was £1647.88. This amount included credits levied to the account. The Applicant has provided no evidence to suggest that the credits have not been applied.	Allowed in full. See paragraphs 84-86 of decision.

<i>PART</i>					
<i>7</i>					
Inv#49 7 DT- sept14	Garden	120.00	Un-Reasonable Amount, Quality of works, Doubled Amount in a month, Contract missing, offer 50 pounds	Attached to the Applicant's Scott Schedule at page numbered 163 is a copy of the disputed invoice which shows that £120.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. See paragraphs 67-69 of decision.
Inv#56 1 DT- Nov14	Garden	120.00	Un-Reasonable Amount, Quality of works, Doubled Amount in a month, Contract missing, offer 50 pounds	Attached to the Applicant's Scott Schedule at page numbered 164 is a copy of the disputed invoice which shows that £120.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. See paragraphs 67-69 of decision.
<i>PART</i>					
<i>8</i>					
Inv#41 912/5 DT- 21/9/14	Lights	45.00	Reasonable Amount as new led Pir light can be put for this price, offer 30	Attached to the Applicant's Scott Schedule at page numbered 165 is a copy of the disputed invoice which shows that £45.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost or the amount offered. The Respondent's position is that this cost has been reasonably incurred and is	Allowed in full. The Applicant has produced no evidence to challenge this item. Having viewed the lights during the inspection, the tribunal is satisfied this modest cost is reasonable. The Applicant's share of this cost is approximately £3.15.

				reasonable in amount.	
Inv#55 98 DT- 5/10/14	Lights	88.80	UN-Correctly Demanded, Duplicate for Sep Inv 41912/5 also should have been part of contract AS CLEANER USE TO REPLACE THEM IN PAST offer NIL	Attached to the Applicant's Scott Schedule at page numbered 166 is a copy of the disputed invoice which shows that £88.80 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Applicant claims the disputed invoice is a duplicate yet the invoice referred to (165) is from a different contractor. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. The Applicant has produced no evidence to challenge this item. Having viewed the lights during the inspection, the tribunal is satisfied this modest cost is reasonable. The Applicant's share of this cost is approximately £6.22.
Inv#41 119/5	Lights	65.00	UN Correctly Demanded, repeated works, should be part of contract like past Offer nil	Attached to the Applicant's Scott Schedule at page numbered 167 is a copy of the disputed invoice which shows that £65.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. The Applicant has produced no evidence to challenge this item. Having viewed the lights during the inspection, the tribunal is satisfied this modest cost is reasonable. The Applicant's share of this cost is approximately £4.55.
Inv#10 0880 DT- 13/11/1 4	Lights	322.58	Question about Chargeable under Lease as it's not like for like change in-fact questionable works, Un-Reasonable Amount as these works were not needed, Quality of workmanship, Duplicate works as the same has been done in	Pursuant to Clause 5(3), Clause 5(8) and Clause 1 of the Third Schedule of the Applicant's Lease, the Respondent is to provide maintenance services to lighting. Applicant's Scott Schedule at page numbered 168 is a copy of the disputed invoice which shows that £322.58 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the	Allowed in full. The Applicant has produced no evidence to challenge this item.

			past offer Nil as lights need to be replaced again	cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	
Inv#50 41 DT-8 May14	Lights	28.80	Quality of works, paid in inv 5588, DT-19 Oct 14 offer Nil	Applicant's Scott Schedule at page numbered 169 is a copy of the disputed invoice which shows that £28.80 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost (the Applicant claims the disputed invoice was paid at a later point in time; without evidencing the same). The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	Allowed in full. The Applicant has produced no evidence to challenge this item. Having viewed the lights during the inspection, the tribunal is satisfied this modest cost is reasonable. The Applicant's share of this cost is approximately £2.00.
Inv#99 446 DT- 09/09/ 14	Call Out	60.00	Question about Chargeable under Lease, Reasonability along with need, Incorrectly Demanded, what Works were done? no information available offer Nil	Pursuant to Clause 5(3), Clause 1 of the Third Schedule and Clause 6 of the Third Schedule of the Applicant's Lease, the Respondent is to provide maintenance services to the development. Attached to the Applicant's Scott Schedule at page numbered 170 is a copy of the disputed invoice which shows that £60.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	No determination as this item was conceded by the Applicant during the hearing.
Inv#99 449	Toilet	60.00	Question about Chargeable under Lease,	Pursuant to Clause 5(3), Clause 1 of the Third Schedule and Clause 6 of the	No determination as this item was conceded by the

DT-09/09/14			Unreasonable Amount as should be cleaner job, Reasonability of these works, Cleaner Job? Contract missing for cleaner, also same amount and date as Inv 99446 offer NIL	Third Schedule of the Applicant's Lease, the Respondent is to provide maintenance services to the development. Attached to the Applicant's Scott Schedule at page numbered 171 is a copy of the disputed invoice which shows that £60.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount. The Applicant is directed to the description contained within the disputed invoice which confirms that the work was carried out on 5 September 2014 and as such took place on another date than the disputed invoice at page 170.	Applicant during the hearing.
<i>PART 10</i>					
Inv#0814/N4371 DT- 6 Aug 14	Accountant	37.00	Question about Chargeable under Lease, un-Correctly Demanded as its part of freeholders not lease or service charges	Pursuant to Clause 8 of the Third Schedule of the Applicant's Lease, the Respondent is able employ Accountants. Applicant's Scott Schedule at page numbered 172 is a copy of the disputed invoice which shows that £37.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is	No determination as this item was conceded by the Applicant during the hearing.

				that this cost has been reasonably incurred and is reasonable in amount.	
Inv#04 2 DT-14 Apr 14	Agents	1520.00	Un-Reasonable high charges, , too High and has been raised about it already in past, Contract missing, No Invoice for this cost also it should have been s20 notice for this amount per annum offer 2000 per annum as they were not part of ARMA or any professional well known body.	<p>The Applicant's Scott Schedule at page numbered 174 is a copy of the disputed invoice which shows that £1520.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.</p> <p>The Applicant claims that the contract is missing yet provides this at pages numbered 104a – 104c inclusive attached to his Scott Schedule, the same having been provided to the Applicant by the Respondent previously.</p>	Allowed in full. See paragraphs 27-33 of decision.
<u>PART</u>					
<u>11</u>					
Inv# 160767 94 DT-3 Oct 14	Directors insurance	205.64	Question about Chargeable under Lease as it's a free holder insurance and not part of lease holders account, un-Correctly Demanded, Daynor House ltd. Freeholder responsible offer Nil	<p>The Applicant has failed to attach the invoice he disputes.</p> <p>The Respondent attaches at Exhibit DHL12 a copy of the disputed invoice.</p> <p>It is industry standard to ensure that the Respondent's Directors and the Respondent have such insurance cover. The Applicant is referred to clause 59 of the Memorandum and</p>	Disallowed in full. See paragraphs 70-77 of decision.

				<p>Articles of Association.</p> <p>Pursuant to Clause 5(4) and Clause 4 of the Third Schedule of the Applicant's Lease, the Respondent is able to procure such insurance.</p> <p>The Respondent notes that the Applicant himself procured such insurance when he was a Director of the Respondent. For example, the Applicant presided over "Insurance Directors Liability" during the year ended 24 March 2013 in the sum of £204.76.</p> <p>The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.</p>	
<u>PART</u> <u>12</u>					
Inv#12 4720 DT-5 Jun 14	Addison Lee	30.15	Question about Chargeable under Lease, Reasonability of such a need and charge, Questionable cost and why was it so rushed? Offer Nil	Pursuant to Clause 6 of the Third Schedule of the Applicant's Lease, the Respondent is able to use services to provide their Accountants with private and confidential documentation in a safe and secure manner. Attached to the Applicant's Scott Schedule at pages numbered 175, 176 and 177 is a	No determination as this item was conceded by the Applicant during the hearing.

				<p>copy of the disputed invoice which shows that £30.15 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.</p>	
<p>Transaction 29 Jul 14</p>	<p>HSBC</p>	<p>120.00</p>	<p>Question about Chargeable under Lease, Bill For? Unknown person and what the payment is for? No invoice provided. Offer Nil</p>	<p>Pursuant to Clause 11 of the Third Schedule of the Applicant's Lease, the Respondent is to be able to charge expenses relating to the upkeep of the gardens. Clause 6 of the Third Schedule enables the Respondent to charge as a service charge all charges relating to the development too.</p> <p>The Applicant is advised that this payment was for gardening services. "Elliott O'Gorman" is the gardening contractor as the Applicant will note with reference to each of the other gardening related invoices he is disputing and are attached to his Scott Schedule.</p> <p>Attached to the Applicant's Scott Schedule at page numbered 178 is a copy of the disputed invoice which shows that £120.00 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost</p>	<p>Allowed in full. On this occasion, the gardener was paid by bank transfer. The gardening fees have been allowed in full. See paragraph 67-69 of the decision.</p>

				has been reasonably incurred and is reasonable in amount.	
<u>PART</u> <u>13</u>					
Inv# JS3868 52B DT- 7/10/14	Jackson	165.60	Un Correctly Demanded, Breakdown works, contract missing, breakdown should be part of contracts normally for lifts. Offer Nil	Attached to the Applicant's Scott Schedule at page numbered 179 is a copy of the disputed invoice which shows that £165.60 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount.	No determination as this item was conceded by the Applicant during the hearing.
Inv#JS 386854 B DT- 7/10/14	Jackson	165.60	Un Correctly Demanded, Breakdown? Contract missing, seems repeat of inv of same date no JS386852B see above details, offer Nil	Attached to the Applicant's Scott Schedule at page numbered 180 is a copy of the disputed invoice which shows that £165.60 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount. The Applicant infers that the disputed invoice is a duplicate of the disputed invoice at page numbered 179. The Applicant is directed to the date of the works carried out on both invoices which highlight that works were carried out on separate dates.	No determination as this item was conceded by the Applicant during the hearing.
Inv#JS 383121 DT-	Jackson	268.80	Reasonability as seems like linked to works in Oct as its breakdown in short	Attached to the Applicant's Scott Schedule at page numbered 182 is a copy of the disputed invoice which	No determination as this item was conceded by the Applicant during the hearing.

24/12/14			space, no contract provided, should be part of maintenance. Offer nil	shows that £268.80 has been incurred. The Applicant offers no evidence to challenge the reasonableness of the cost. The Respondent's position is that this cost has been reasonably incurred and is reasonable in amount. The Applicant is directed to the date of the works carried out on the invoice.	
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