



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

<b>Case reference</b>	:	<b>LON/00BK/LSC/2012/0255 and 0095</b>
<b>Property</b>	:	<b>Blocks on Brindley &amp; Warwick Estates, London W2 5EN</b>
<b>Applicants</b>	:	<b>The leaseholders listed in Schedule 1 to the Directions dated 27<sup>th</sup> January 2015 Ms Judith Rosenbauer in person and</b>
<b>Representatives</b>	:	<b>Ms Rocio Nogueira on behalf of the remaining applicants save for Mr Dozie</b>
<b>Respondent</b>	:	<b>The Lord Mayor &amp; Citizens of Westminster</b>
<b>Representative</b>	:	<b>Mr A Redpath-Stevens of Counsel instructed by Jude &amp; Priestly, Solicitors</b>
<b>Type of application</b>	:	<b>For the determination of the reasonableness of and the liability to pay a service charge</b>
<b>Tribunal members</b>	:	<b>Ms N Hawkes Mr P Roberts DipArch RIBA Mrs J Hawkins BSc MSc</b>
<b>Date and venue of hearing</b>	:	<b>23<sup>rd</sup> and 24<sup>th</sup> June and 14<sup>th</sup> and 15<sup>th</sup> September 2015 at 10 Alfred Place, London WC1E 7LR</b>
<b>Date of Decision</b>	:	<b>3<sup>rd</sup> December 2015</b>

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**DECISION**

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## **Decisions of the Tribunal**

- (1) The Tribunal determines that the deductions to be made from the amount payable by each of the applicants, save for Mr Dozie, in respect of their flat to reflect such failure to carry out works to a reasonable standard as occurred in relation to the matters referred to in the Upper Tribunal's decision in Nogueira and Others v Westminster [2014] UKUT 0327 (LC) are set out in the Schedule attached to this decision.
- (2) No deduction is to be made from the amount payable by Mr Dozie.
- (3) The Tribunal determines that major works contract H127 included works for the painting of pipework but not works for the boxing in of pipework (all applicable costs and deductions are set out in the Schedule attached to this decision).
- (4) The Tribunal determines that dispensation from the consultation provisions is conditional upon the payment to the applicants of £1,769.09 in respect of Mr Byers' costs relating to the consultation and dispensation issue (to be paid to the lessees who contributed towards those costs in proportion to their contributions).
- (5) The respondent has indicated that it will not be seeking to add the costs of these proceedings to the service charge and, accordingly, the Tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 so that none of the landlord's costs of the Tribunal proceedings may be passed to the lessees through any service charge.
- (6) Since the Tribunal has no jurisdiction over County Court costs and fees, application reference LON/00BK/LSC/2012/0095 should now be referred back to the County Court.

## **The issues which have been remitted to the Tribunal for determination**

1. In April 2012, an application under section 27A of the Landlord and Tenant Act 1985 ("the 1985 Act") was made to what was then the Leasehold Valuation Tribunal by thirty-seven leaseholders (case reference LON/00BK/LSC/2012/0255).
2. Mrs Hamdaoui is the respondent in a separate action taken by the City of Westminster through the County Court and her case (case reference LON/00BK/LSC/2012/0095) was joined to the proceedings following a pre-trial review which took place on 22<sup>nd</sup> May 2012.

3. The matter initially came to hearing in November 2012 and April 2013 and the original decision is dated 24<sup>th</sup> July 2013.
4. Fourteen of the applicants appealed to the Upper Tribunal and judgment was given in Nogueira and Others v Westminster [2014] UKUT 0327 (LC) on 4<sup>th</sup> September 2014. The Upper Tribunal made it clear, at paragraph 7 of the judgment, that the decision on appeal is only relevant to the fourteen applicants who were party to the appeal.
5. The case was then, in part, remitted back to this Tribunal by the Upper Tribunal.
6. The issues which the Tribunal is to determine, which formed the subject of some discussion during the course of the hearing, are set out in the judgment of the Upper Tribunal at paragraphs 37, 24 and 36.
7. These paragraphs provide as follows:

*37. For the reasons set out above the appeal is allowed to the extent that the case is remitted to the F-tT (to be heard before a Tribunal which does not need to be constituted by the same members who sat on the original decision) for the F-tT:*

*(1) to make the decisions referred to in paragraph 24 above; and*

*(2) to make the decision referred to in paragraph 36 above.*

*24. In consequence I order that this case be remitted to the F-tT for the F-tT to make the following decision in respect of the service charge accounts for the major works comprised in contract H127, as submitted to the appellants in respect of each of the 14 flats which are the subject of the present appeal:*

*(1) The extent of the deduction to be made from the amount payable by each appellant in respect of their flat to reflect such failure to carry out works to a reasonable standard as occurred in relation to the various matters covered by the undertakings in the documents attached to the F-tT's decision and in the further undertaking referred to in paragraph 13 above. It is for the F-tT to decide whether to make individually calculated deductions in respect of each flat separately or whether this is a case in which it is appropriate to make such deduction on a global basis as contemplated in Westminster City Council v Allen [2010] UKUT 0460 (LC).*

*(2) The question of whether major works contract H127 included works for the painting of pipework and/or for the boxing in of pipework and whether any cost in respect of such work has been included in the calculation of the final accounts for this contract and, if so, what if any deduction should be made from the final service charge account in respect of works contract H127 to reflect any want of reasonable standard in such works, it being for the F-tT to decide (if some deduction does require to be made) whether to make an individually*

*calculated deduction in respect of each relevant flat or whether to deal with the matter on a global basis as in paragraph (1) above.*

*36. However, as regards Mr Byers' costs relating to the consultation and dispensation issue, I have reached the conclusion that the F-tT was in error in finding that the appellants had not incurred any costs to Mr Byers in respect of this issue merely because he did not give evidence upon this topic before the F-tT. Accordingly upon this issue I direct that, when the case comes again before the F-tT pursuant to the remittal referred to above, the F-tT should also consider whether the dispensation from the consultation provisions should be made conditional upon the payment to the appellants of some costs (and if so what costs) incurred by the appellants to Mr Byers in relation to the consultation and dispensation issue.*

8. At page 2 of her written closing submissions, Ms Rosenbauer submits that the Tribunal should "call into question the validity of the overall bill as it is completely disproportionate, inflated and unreasonable". The Tribunal finds that it is bound by the Upper Tribunal's decision and that it has no jurisdiction to reach a determination which goes beyond the paragraphs which are set out in full above.
9. The parties agreed that the relevant date for assessing the evidence of the physical condition of the buildings is the date of the inspection carried out by this Tribunal, namely 22<sup>nd</sup> June 2015.

### **The hearing and inspection**

10. Mr Dozie played no part in these proceedings; Ms Rosenbauer represented herself; and Ms Rocio Nogueira, the daughter of the lessees of flat 42 Brinklow House, represented the remaining applicants. References to "the applicants" below are references to the applicants who participated in the application. The respondents were represented by Mr Redpath-Stevens of Counsel.
11. The properties which comprise the subject matter of this application are various blocks on the Brindley and Warwick Estates, London W2.
12. On 22<sup>nd</sup> June 2015, the Tribunal inspected the flats owned by the applicants; the roofs of the blocks in which the applicants' flats are situated; and the areas of the common parts to which the Tribunals' attention was drawn during the course of the inspection.
13. In order to enable a detailed inspection to be carried out, the Tribunal remained on-site until after 7 pm on 22<sup>nd</sup> June 2015. Further, with the applicants' permission, the Tribunal took numerous photographs during the inspection which were carefully considered by the Tribunal before reaching its determination.

14. The hearing commenced on 23rd and 24th June 2015. On 24<sup>th</sup> June 2015, the parties agreed that the matter should be adjourned in order to enable Ms Nogueira to adduce expert evidence with directions for the filing and serving further of evidence.
15. The hearing resumed on 14<sup>th</sup> and 15<sup>th</sup> September 2015. On 15<sup>th</sup> September 2015, further directions were given for the filing of closing submissions and an extension of time was subsequently granted to Ms Rosenbauer for the filing of her closing submissions.
16. The Tribunal reconvened for a further full day on 2<sup>nd</sup> November 2015 and carefully considered the parties' written submissions; the documents relied upon by the parties; the Tribunal's notes of the inspection and the hearing; and the Tribunal's photographs of the inspection.
17. The Tribunal is grateful to the parties for their written and oral submissions and, in particular, acknowledges the extensive work which Ms Nogueira carried out in representing the majority of the applicants.

### **The Tribunal's determination**

#### *Mr Byers' costs relating to the consultation and dispensation issue*

18. The applicants submit that the grant of dispensation should be conditional upon the payment by the respondent of the sum of £2,177.50, (later revised to £1832.63) in respect of Mr Byers' costs relating to the dispensation issue.
19. The respondent invites the Tribunal to find that the dispensation which was granted should not be made conditional upon the payment to the applicants of any of the costs incurred by them to Mr Byers.
20. The respondent states that the original Tribunal identified that there was no prejudice to the lessees and found that dispensation should be granted. Further, the respondent points to the fact that in granting dispensation the original Tribunal found, minor defects aside, that "the works carried out under contract H127 were carried out properly and to a reasonable price and to a reasonable standard" and that contract H127 "was well run, came in under budget and under time".
21. Mr Nogueira refers the Tribunal to Daejan Investments Ltd v Benson and others [2013] UKSC 14 and argues that the benefit of the doubt when determining this issue should be given to the lessees. The Tribunal has considered the whole of the judgment of the Supreme Court and, in particular, it has had regard to Paragraph 68.
22. The Tribunal accepts Ms Nogueira's evidence that applicants have been put to expense as a result of the respondent's failure to comply with the statutory consultation requirements and finds that it was reasonable for

them to instruct Mr Byers' to advise and assist them in relation to this issue.

23. The Tribunal accepts Ms Nogueira's case on this point and finds that it is appropriate, in all the circumstances, to order the respondent to pay the reasonable costs incurred in instructing Mr Byers in relation to the consultation and dispensation issue.
24. The Tribunal assesses Mr Byers' reasonable costs as follows. Mr Byers initially gave evidence that he spent 16.75 hours dealing with this issue. He also gave evidence that he charged the applicants who contributed to his fees a total of £15,000 for a total of 118 hours' work. The Tribunal therefore finds that Mr Byers' average hourly rate is £15,000 divided by 118 (£127.12) which at 16.75 hours would give a total of £2,129.26.
25. However, Mr Byers accepted in cross-examination that a charge in respect of 140 minutes spent "Reading Daejan Decision" falls to be deducted from the sum recoverable.
26. Further, the Tribunal accepts the respondent's submission that 30 minutes spent on "Review of Dispensation Decision 2006" falls to be deducted because this appears to relate to previous section 20 issues.
27. After making these two deductions, a total of £1,769.09 is payable. The Tribunal is not, on balance, satisfied that this sum includes work in relation to contract P142.
28. The Tribunal finds, in all the circumstances, that dispensation from the consultation provisions is conditional upon the payment to the applicants of £1,769.09 in respect of Mr Byers' costs relating to the consultation and dispensation issue (to be paid to the lessees who contributed towards those costs in proportion to their contributions).

*Whether major works contract H127 included works for the painting of pipework and/or the boxing in of pipework.*

29. At Paragraph 25 of the respondent's written closing submissions it is stated "some sums have been allowed for pipework defects including (where relevant) poor paintwork." Accordingly, it is not in dispute that deductions are to be made in respect of poor paintwork, where relevant.
30. As regards the boxing-in of pipework, the applicants rely upon a letter dated 16.4.08 from Pam Chadwick, Resident Liaison Officer with Wates, which states "Boxing in or painting of new pipe work (you can choose which option you prefer)" and upon a subcontractor's drawing on which it is written "Boxing and painting of high level pipework in hallway across ceiling, further supply requires boxing and painting ... in bedroom."
31. The respondent argues that these documents do not have contractual force and points to the PPC2000 Project Brief, Part 2 Section 1 which provides "Pipework to be run as indicated on the drawing or as directed by Client's Representative."

32. On behalf of the respondent, Mr Steadman and Mr Flowers gave evidence that there was no contractual provision for the boxing-in of pipework and the respondent relies upon the fact that boxing-in is not mentioned in the PPC2000 partnership agreement Project Brief at Part 2 Section 1; there is only mention of builders' works.
33. Further, the respondent points to the fact that the work in question was carried out to Decent Home standards and Mr Steadman gave evidence that there is no requirement for the boxing-in of pipework under those standards.
34. The respondent also states that, had boxing-in been necessary, a requirement in the contract for all metalwork to be painted would be redundant. At the hearing, the respondent confirmed that the applicants have not been charged for the boxing-in of pipework.
35. The Tribunal is not satisfied that the documents upon which the applicants seek to rely form part of the contract between the respondent and its contractors and finds that these documents do not have contractual force.
36. Further, the Tribunal accepts that the applicants have not been charged for the boxing-in of pipework. Accordingly, there could be no potential deduction from an amount payable by each applicant in respect of the boxing-in of pipework.

#### *Water egress*

37. It was common ground that there is evidence of water egress from the first floor corners of Polesworth House. There was an issue between the parties regarding whether or not reasonable access for an inspection of the defect had been provided by the respondent.
38. Mr Flowers gave evidence that the cause of the water egress is likely to be a blockage to an adjacent rainwater pipe rather than any defect to the cladding of the block. Mr Byers stated that there is no rainwater pipe in this position and that it is possible that the water egress is the result of a failure to install a cavity tray at an upper floor level. However, he did not give evidence that it is more probable than not that the water egress results from such a failure.
39. In addition to considering the evidence given by the experts, the Tribunal has reviewed its own records of the inspection. The Tribunal accepts that a defect to the cladding might be the cause of the water egress but it is not satisfied on the balance of probabilities that this is the case. Accordingly, the Tribunal is not satisfied that any deduction should be made from the amount payable by each applicant on account of the water egress.

### *Pigeon Spikes*

40. The Tribunal accepts the respondent's evidence that no charge to the applicants has been made in respect of the cost of installing pigeon spikes and notes, in particular, that there is no charge against "Supply & fix anti-pigeon spikes" in the contract instruction at page 557 of the supplementary bundle. Accordingly, there could be no potential deduction from an amount payable by each applicant in respect of the provision of pigeon spikes.

### *Whether individually calculated deductions should be made in respect of each flat*

41. Both of the experts agree that the defects are not evenly distributed between the flats and they have prepared detailed schedules proposing the deductions to be made in respect of each individual property. The Tribunal has, similarly, throughout these proceedings considered the defects to each property on a flat by flat basis.
42. Ms Nogueira very sensibly accepts that the applicants who she represents are bound by the evidence of their expert. Ms Rosenbauer has adduced no expert evidence proposing an alternative approach.
43. Accordingly, in all the circumstances, the Tribunal finds that it is appropriate to make individually calculated deductions in respect of each flat separately, rather than make deductions on a global basis.
44. The Tribunal finds that the deductions in respect of the work to the roofs are to be calculated in accordance with the lessees' lease percentages, there being no other reasonable and practical way of dividing up the total cost of the repairs between the relevant lessees.

### *The Defects*

45. This remission to the Tribunal solely concerns the major works comprised in contract H127 (the parties are referred to Paragraph 24 of the judgment of the Upper Tribunal). The Tribunal has been provided with a specification for work to the roof and it finds that the scope of contract H127 is determined by that specification.
46. As stated above, Ms Nogueira has accepted that the applicants who she represents are bound by the evidence of their expert. Ms Rosenbauer has adduced no expert evidence and, in her case, the Tribunal has considered the evidence of Mr Flowers and its own assessment of her flat.
47. As regards the preliminaries and fees, the Tribunal does not consider that it is likely that the respondent would be able to rely solely upon the City West Homes team which is already in place to carry out the remedial works, with the result that there will be no extra charges.



48. The Tribunal finds that the respondent is, on the balance of probabilities, likely to require the use of specialist contractors and extra facilities for at least part of the work (for example roof works and works to balconies) and it has therefore allowed 10% for the costs of preliminaries on account of this.
49. The Tribunal accepts the respondent's evidence that VAT is not applicable to the charges made by City West Homes.
50. The Tribunal determines that the deductions to be made from the amount payable by each appellant in respect of their flat to reflect such failure to carry out works to a reasonable standard as occurred in relation to the matters referred to in the Upper Tribunal's judgment are set out in the attached Schedule for the reasons given in the Schedule.

#### **Application under s.20C and application for costs**

51. The respondent does not oppose an order being made under section 20C of the 1985 Act, so that the respondent may not pass any of its costs incurred in connection with the proceedings before the Tribunal through the service charge. Accordingly, the Tribunal makes an order under section 20C of the 1985 Act.
52. The applicants seek an order for costs against the respondent. Orders for costs may only be made in the limited circumstances in which Rule 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 applies. Having considered all of the circumstances of this application, the Tribunal is not satisfied that it is appropriate to make an order for costs against the respondent under Rule 13.

Judge N Hawkes

3<sup>rd</sup> December 2015

## 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,

- (d) the date at or by which it is payable, and
  - (e) the manner in which it is payable.
- (2) Subsection (1) applies whether or not any payment has been made.
- (3) An application may also be made to the appropriate tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to -
- (a) the person by whom it would be payable,
  - (b) the person to whom it would be payable,
  - (c) the amount which would be payable,
  - (d) the date at or by which it would be payable, and
  - (e) the manner in which it would be payable.
- (4) No application under subsection (1) or (3) may be made in respect of a matter which -
- (a) has been agreed or admitted by the tenant,
  - (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
  - (c) has been the subject of determination by a court, or
  - (d) has been the subject of determination by an arbitral tribunal pursuant to a 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.

## **Section 20**

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

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

### **Section 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 not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.
- (2) The application shall be made—
- (a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to a county court;
  - (aa) in the case of proceedings before a residential property tribunal, to that tribunal;
  - (b) in the case of proceedings before a residential property tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any residential property tribunal;

- (c) in the case of proceedings before the Upper Tribunal, to the tribunal;
- (d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to a county court.

(3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances

000000 Brindley and Warwick Estates			000000 Schedule of defects - Contract H127						000000 LON/00BK/LSC/2012/0095 0255		
Property	London W2	Windows	Balcony balustrading	privacy panels	Pipework	Sub-total	Preliminaries	Total			
			Tribunal	Tribunal	Tribunal	Tribunal		Tribunal at 10%	Tribunal		
5 Polesworth House	Applicant	573	1825	450	20		30%				
	Respondent	573	1382.5	450	0		0				
			<b>573</b>	<b>1725</b>	<b>450</b>	<b>20</b>		<b>276.80</b>	<b>3044.80</b>		
13 Polesworth House	Applicant	380	1825	300	20						
	Respondent	380	1382.5	300	0						
			<b>380</b>	<b>1725</b>	<b>300</b>	<b>20</b>		<b>242.50</b>	<b>2667.50</b>		
17 Polesworth House	Applicant	501	1825	450	20						
	Respondent	501	1382.5	450	0						
			<b>501</b>	<b>1725</b>	<b>450</b>	<b>20</b>		<b>269.60</b>	<b>2965.60</b>		
100 Polesworth House	Applicant	1045	1825	450	20						
	Respondent	764.97	1023.59	333.18	0						
			<b>1045</b>	<b>1725</b>	<b>450</b>	<b>20</b>		<b>324.00</b>	<b>3564.00</b>		
34 Brinklow House	Applicant	300	1825	0	60						
	Respondent	300	1382.5	0	100						
			<b>300</b>	<b>1725</b>	<b>0</b>	<b>60</b>		<b>208.50</b>	<b>2293.50</b>		
42 Brinklow House	Applicant	1323	1825	450	20						
	Respondent	1323	1382.5	450	0						
			<b>1323</b>	<b>1725</b>	<b>450</b>	<b>20</b>		<b>351.80</b>	<b>3869.80</b>		
59 Brinklow House	Applicant	292	1825	300	110						
	Respondent	292	1382.5	300	0						
			<b>292</b>	<b>1725</b>	<b>300</b>	<b>110</b>		<b>242.70</b>	<b>2669.70</b>		
65 Brinklow House	Applicant	888	1825	450	20						
	Respondent	888	1382.5	450	0						
			<b>888</b>	<b>1725</b>	<b>450</b>	<b>20</b>		<b>308.30</b>	<b>3391.30</b>		
14 Gaydon House	Applicant	1103	1825	450	20						
	Respondent	1103	1382.5	450	0						
			<b>1103</b>	<b>1725</b>	<b>450</b>	<b>20</b>		<b>329.80</b>	<b>3627.80</b>		
15 Gaydon House	Applicant	1558	1825	450	250						
	Respondent	1558	1382.5	450	0						
			<b>1558</b>	<b>1725</b>	<b>450</b>	<b>250</b>		<b>398.30</b>	<b>4381.30</b>		
114 Gaydon House	Applicant	1227	1825	450	20						
	Respondent	191.52	265.92	86.56	0						

000000 Brindley and Warwick Estates London W2		1227	1725	000000 Schedule of defects - Contract H127			20	3422	000000 LON/00BK/LSC/2012/0095 0255 342.20 3764.20	
62 Wilmcote House	Applicant	932	1825	450	20					
	Respondent	932	1382.5	450	0					
		<b>932</b>		<b>1725</b>		<b>450</b>	<b>20</b>	<b>3127</b>	<b>312.70</b>	<b>3439.70</b>
73 Brinklow House	Applicant									
	Respondent	310	0	300						
		<b>1100</b>		<b>1725</b>		<b>300</b>	<b>20</b>	<b>3145</b>	<b>314.50</b>	<b>3459.50</b>

**Notes**

**Window repairs** - 100 Polesworth and 114 Gaydon are similar in scope to 14 Gaydon (agreed at £1103), those at 114 Gaydon being more extensive - accordingly we adopt the higher figure of the Applicant.

**Balconies** - figures as agreed: H&S £550, brackets £340. Plus labour £585 ( 2 men 1 day), new posts 5 x £50 = £250 ie as Applicant figures but less 5 x £20 = £100 for posts.

**Pipework** - figures given are for generally poor paintwork + 34 Brinklow: extra for stiff and difficult access to stopcock - 59 Brinklow: exposed pipework in bedroom corner where boxed in - 15 Gaydon: pipework in hallway only

ROOF		Walkway	Blistering repairs	Grilles to RW outlets	Loose T bar	T bar fixings	Pipe flashing
		Tribunal	Tribunal	Tribunal	Tribunal	Tribunal	Tribunal
Polesworth	Applicant		1040	120		370	
	Respondent		500	120			
			<b>1040</b>		<b>120</b>		<b>370</b>
Brinklow	Applicant	250	1820	120		370	
	Respondent	250	500	120			
		<b>250</b>	<b>1560</b>		<b>120</b>		<b>370</b>
Gaydon	Applicant		530	120		370	20.00
	Respondent		500	120	250		
			<b>500</b>		<b>120</b>	<b>0</b>	<b>370</b>
Wilmcote	Applicant		1040	120		370	
	Respondent		500	120			
			<b>1040</b>		<b>120</b>		<b>370</b>

**Total amounts** per block to be apportioned according to lease percentages

**Notes**

**Blistering repairs** - we accept Applicant figures: labour 2 men 1 day + materials - £1040. Additional repairs to Brinklow 2 men 1 1/2 days + materials ie + 50%. Gaydon - less due to fewer repairs necessary.

**Termination bars** - allowance for additional fixings to include re-fixing loose bar at Gaydon.

partially boxed in, poor pipework in kitchen needing re-routing.

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Sacrificial roof layer	Tribunal	Lightning conductor	Tribunal	Total
50				<b>Tribunal</b>
	50			1580
50				
	50			2350
				1010
50		200		
	50	200	200	1780



000000 Brindley and Warwick Estates  
London W2

000000 Schedule of defects - Contract H127

000000 LON/00BK/LSC/2012/0095 0255

S.125 capping applies

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