



FIRST-TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case Reference	8 9	BIR/41UB/LIS/2016/0028
Property	8 9	Flat 2, 26 Horse Fair Rugeley WS15 2EL
Applicant	•	Ms L Ferneyhough
Representative		Mr A Ferneyhough
Respondent		Goodwyn Reality Ltd
Representative	1. A.	Blue Property Management UK Ltd
Type of Application		Service Charges s27A and Limitation of Costs s20C LTA 1985
Tribunal Members	•	Mr I P Taylor FRICS (Valuer Chair) Mr P Hawkesworth Mr J Arain
Date and venue of Hearing	* . • .	14 th December 2016 – Stafford Magistrates Court The Court House Stafford ST16 3DW
Date of Decision	8 • •	24 th February 2017

DECISION

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Decisions of The Tribunal

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

The Application

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

The Background

- 10. The Applicant, Lucie Ferneyhough is the lessee of Flat 2, 26 Horse Fair, Rugeley Staffordshire, WS15 2EL on a lease for a term of 99 years from 11th December 2007.
- 11. The 2 further Applicants listed on the application are;

12. Flat 1 -Emily Brunt & Flat 3 -John Scott

13. The service charge percentages are as follows;

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

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

The Inspection

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

The Issues

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

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

The Main Headings 2011,2012,2013 & 2014

Repairs

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

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

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

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

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

35. Therefore, the Tribunal considered all submissions and evidence and determines that in addition to the other disallowed amounts in the Scotts Schedule (shown below) the following additional amounts are disallowed relating to the claim under Section 20B Landlord and Tenant Act 1985 (shown in Scotts Schedule);

> Year 2011 - £196.20 Year 2012 - £0.00 Year 2013 - £1,652.65

Year 2014 - £2,767.09

<u>Cleaning Budget</u>

(years 2011/2012/2013/2014 only)

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

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

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

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

<u>Building Insurance</u> (years 2011/2012/2013/2014 only)

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

<u>Fire Signs</u>

(years 2011/2012/2013/2014 only)

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

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

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

Gas Meter Cupboard

(years 2012 & 2013 only)

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

Snow Cleared (year 2013 only)

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

Fire Alarm System Install (years 2013 & 2014 only)

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

Emergency Lighting Installation (years 2013 & 2014 only)

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

Year January 2011 - December 2011

Sharp Missing Edges/Missing Coping Stones

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

Smoke Alarm

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

Tree Stump/Trip hazard

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

Contractor/ Discuss work on rear door.

67. The Applicants submitted invoice 7990 (7.7.11) and submitted it unreasonable.

- 68. The Respondent suggested this was reasonable due to "complexities".
- 69. The Tribunal considered the submissions and determines this item should be deleted, as not allowable, from the list of expenditure.

Building Report

70. The Applicants submitted invoice 7644 (16.5.11) as unreasonable.

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

Keys Cut

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

Year January 2012 – December 2012

External downpipe and hopper.

76. The Applicants submitted invoice 10655 (31.12.12) was unreasonable due to cost. They accepted the work had been carried out.

77. The Respondent had offered a £10.00 credit without explanation.

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

Broken Guttering

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

Year January 2013 – December 2013

Rendering

- 82. The Applicants submitted that invoice 16647 (6.6.13) was unreasonable due to cost. They submitted that work was of poor quality and that the operatives should not have waited hours for the render to dry and then paint but instead should have returned at a later date to paint once the render had dried.
- 83. The Respondent did not agree and felt it reasonable that 2 operatives should wait on site until the render had dried before painting.

84. The Applicants showed the Tribunal photographs of the completed work.

85. The Tribunal considered the submissions and determine the total cost should not exceed ± 101.41 ($\pm 75.00+$ VAT labour/ ± 11.41 materials).

Replaced Skirting Board

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

Year January 2014 - December 2014

Back Door Lock (block inside lock)

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

Unblock Main Drain

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

Drain Overflowing Call

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

Drain Fix

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

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

Fitted New Cover

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

Fitted Wooden Rail

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

Fire Alarm (replace fuse/2x batteries)

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

Replaced Guttering

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

Fitted Alloy Bowl Grill

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

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

Gas Meter Access Panel

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

Patio Drainage Fitted

114. The Applicants submitted an invoice 22306 (25.7.14) as being unreasonable in cost.

115. At the hearing the parties agreed to limit the cost to £236.34 which the Tribunal determines accordingly.

Fire Alarm Test

116. The Applicants submitted that an invoice 25099 (3.12.14) was not reasonable.

117. At the hearing the parties agreed that this item should be paid in full and the Tribunal determines this accordingly.

<u>Lighting (replaced 2x light fitting)</u>

118. The Applicants submitted that an invoice 236764 (10.12.14) was not reasonable but clearly had misunderstood the basis of works in this instance.

119. The Tribunal considered the submission and noted that the Applicants had no reasons for dispute and therefore determines that the full cost is allowable.

120. The Applicants also submitted that invoice 23058 (7.10.14) was unreasonable as it was a replacement of light fittings recently installed. The Tribunal considered the representations from both parties and determine that there was no reason for the fitting to fail and thus the cost was not reasonable under Section 19 Landlord and Tenant Act 1985 and disallowed in full.

Window Cleaning

121. The Applicants submitted that an invoice 26072 (1.5.14) was not reasonable.

122. The Tribunal considered the submission and noted that the Applicants had no reasons for dispute and therefore determines that the full cost is allowable.

New Door

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

On Account Year January 2015- December 2015

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

On Account Year January 2016– December 2016

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

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

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

Conclusion

132. FINAL DETERMINATION OF TOTAL ITEMS DISALLOWED BY TRIBUNAL

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

Application under Section 20c

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

<u>Appeal</u>

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

Name: Ivan P Taylor BSc FRICS Valuer Chair

Date: 24th February 2017

THE LAW

Landlord and Tenant Act 1985

Section 19 Limitation of service charges: reasonableness.

(1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period—

(a) only to the extent that they are reasonably incurred, and

(b) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard;

and the amount payable shall be limited accordingly.

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

27A Liability to pay service charges: jurisdiction

(1) An application may be made to a leasehold valuation tribunal for a determination whether a service charge is payable and, if it is, as to—

- (a) the person by whom it is payable,
- (b) the person to whom it is payable,
- (c) the amount which is payable,
- (d) the date at or by which it is payable, and
- (e) the manner in which it is payable.

(2) Subsection (1) applies whether or not any payment has been made

(3) An application may also be made to a leasehold valuation tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to—

- (a) the person by whom it would be payable,
- (b) the person to whom it would be payable,

(c) the amount which would be payable,

(d) the date at or by which it would be payable, and

(e) the manner in which it would be payable.

(4) No application under subsection (1) or (3) may be made in respect of a matter which-

(a) has been agreed or admitted by the tenant,

(b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,

(c) has been the subject of determination by a court, or

(d) has been the subject of determination by an arbitral tribunal pursuant to a postdispute arbitration agreement.

(5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

(6) An agreement by the tenant of a dwelling (other than a post-dispute arbitration agreement) is void in so far as it purports to provide for a determination—

(a) in a particular manner, or

(b) on particular evidence,

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

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

Section 20

(1) Where this section applies to any qualifying works or qualifying long term agreement, the relevant contributions of tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have been either—

(a) complied with in relation to the works or agreement, or

(b) dispensed with in relation to the works or agreement by (or on appeal from)

(2) In this section "relevant contribution", in relation to a tenant and any works or agreement, is the amount which he may be required under the terms of his lease to contribute (by the payment of service charges) to relevant costs incurred on carrying out the works or under the agreement.

(3) This section applies to qualifying works if relevant costs incurred on carrying out the works exceed an appropriate amount.

(4) The Secretary of State may by regulations provide that this section applies to a qualifying long term agreement—

(a) if relevant costs incurred under the agreement exceed an appropriate amount, or

(b) if relevant costs incurred under the agreement during a period prescribed by the regulations exceed an appropriate amount.

(5) An appropriate amount is an amount set by regulations made by the Secretary of State; and the regulations may make provision for either or both of the following to be an appropriate amount—

(a) an amount prescribed by, or determined in accordance with, the regulations, and

(b) an amount which results in the relevant contribution of any one or more tenants being an amount prescribed by, or determined in accordance with, the regulations.

(6) Where an appropriate amount is set by virtue of paragraph (a) of subsection 5), the amount of the relevant costs incurred on carrying out the works or under the agreement which may be taken into account in determining the relevant contributions of tenants is limited to the appropriate amount.

(7) Where an appropriate amount is set by virtue of paragraph (b) of that subsection, the amount of the relevant contribution of the tenant, or each of the tenants, whose relevant contribution would otherwise exceed the amount prescribed by, or determined in accordance with, the regulations is limited to the amount so prescribed or determined.

Section 20B

(1) If any of the relevant costs taken into account in determining the amount of any service charge were incurred more than 18 months before a demand for payment of the service charge is served on the tenant, then (subject to subsection 2) the tenant shall not be liable to pay so much of the service charge as reflects the costs so incurred.

(2) Subsection (1) shall not apply if, within the period of 18 months beginning with the date when the relevant costs in question were incurred, the tenant was notified in writing that those costs had been incurred and that he would subsequently be required under the terms of his lease to contribute to them by the payment of a service charge.

Section 20C

1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a court, residential property tribunal or leasehold valuation tribunal or the First-tier Tribunal, or the Upper Tribunal, or in connection with arbitration proceedings, are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.

(2) The application shall be made-

(a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to the county court;

(aa) in the case of proceedings before a residential property tribunal, to a leasehold valuation tribunal;

(b) in the case of proceedings before a leasehold valuation tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any leasehold valuation tribunal;

(ba) in the case of proceedings before the First-tier Tribunal, to the tribunal;

(c) in the case of proceedings before the Upper Tribunal, to the tribunal;

(d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to the county court.

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

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Page 1 of E

Appendia B - Scott Schedulo

Disallowed	2 2	£84.00		F252.00	£77.00	8973	£0.00				E0.00	£0.00	P.468.00
k for tribunal.	owal determines that this item should be puil in full	bund determines that this fam is not reasonable under Section Landford & Teams Act 1969.	wurd determines that this item should be suid at fuil	bund deterrbice that this item is na reasonable under Section Landford & Tennat Act 1985 . The date shown was incorrect as should be 16 511	unal determines that the cast of this lean should be Kore (a) is 6 + bloom (and Wor). Eas	ted at Exped per annum thus £468 diatlowed by Tribuard	ı vas sgred beweet de paties at the heating and is chargealie in full		, van agreed kervez a the puries a the baning an a credit of 24.199	und determiner cost af pipe to ke. Cao + VAT und labour E/o + VAT	und couldent the seed for the work to be appropriate and allows the particular cost in full.	wa agreedketwee dae parties at the hearing and is dhargeable is fail	ci da E 1444 per annum thus E 468 disallowed by Tritumal
greed es/No Blan	The Th	The Tr	11e 11e	The Tr	The Tai	Determi	This life		This iter	the Trab	100 July	This iter	Determin
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Item	Repair (02/11/11) Ref: 9295-Tree stump at rear of property, removed 24 was n trio hazan	Repair (07/07/11) Ref: 7990 - Meet contractor to diccuts work on th rear door and submit	Repair (19/01/11) - Rei: 6000 - Firr bitris	- Repair (31/12/12) Ref: 7644 - Buildia report	Repuir (19/01/11) - Refi 2999 - Kirys 61 (x4]	Cleaning hadget (2012)	Fire Risk Axersment (2012)	Repuis (2012)	Repair (31/12/12) - Ref: 10593 - Rephased 1 x Apin have	Repair [31/12/12) - Ref: 10655 - Eternal downpipe and honber	Repair (31/12/12) - Ref: 10656 - Gas meter eurboard	Repair (31/12/12) - Ref: 10954 - Fitted fire oction sign	Cleaniag budget (2013)

Page 2 of 2

Appendix B - Scott Schedule

ltem	Cost	Tenent's Comments	Landlord's Comments	A6 Tenant's Reply	greed es/No B	bi Di	isallowed
Fire Risk Assessment (2014)	E 240.00	This can be arranged free-of-change by the local fire service. We would anly expect to pay the administration fir arranging this service.	These are as longer available free of charge from any fire service and are required under legislatian. Please see comparable quarts to show the cost is resconable.	Wa accept that the response is correct, however we would like to see the report.	3	s item was spreed before the particle as the internet lack of constraine in the A	£0.00
Revairs List (2013)		We were only autified of the repair charges for 20.1 in June of 2015. This is greater than 18 manufus after the charges were insured and therefore should not be wild. See email dutied July 2015. Chemother 7 Tage 7.24.	trassholdern were sont the facome and expenditure account and excess invoices in May 2015, which is less than 18 months from the date the costs were incurred and therefore are valid.	The maly involces which were issued within & mandra of the melification are \$77485, \$20490, \$20492.			£1,652.65
Repair (28/ 03/ 12) Ref: 11304 - Paint meter boxes	E22Bincl. VAT (£15 muterials, E175 labour uet af VAT)	This is a contiountion af tob ref. 10650, and a repair and therefore should have required consultation per Sociaton 2004. Pleuse see Appondix C, Page 48 (Invoice), Page 25-26 (Pleus 2014 or A bane).	AH - Even with the inclusion of involve 10656 this work would not receive a Section 24.	We believe that this would require consultation as it makes the work in excress at E ta ao. Julah Scott's allane (155%) at this is therefore in excess at Reve.	<u>e</u>	e Tabuah tendetes the sect the Re-wet to be eggeptate aux shows this particular case in min.	£0.00
Rapair (26/03/12) Ref. 11664 - Fire line cladding meter boxes	Ez64inel. VAT (E outerials, r E220 labour net of VAT)	This is a communitor of job ref. 10656, and a repair and therefore should have required consultation per Section 2016. Bease see Appendix C, Page 49 (Invairo), Page 25-26 (Phalo Job reork Satus).	This is weise has already been credited in the Cutretil tear.	We do not understand the respanse. No	5	a Tributual determines that that head is and reasonable under Section 19 Landbrock Fronta Art 1985.	£264.00
Repsir (03/ n5/ 12) Ref: 12 205 - Am kee gutteching	E408incl. VAT (£70 material. E270 inbour actofVAT)	Takis internationarily intend on the court regard in the L268. Realmonner when it a charge or the involve (quare see supporting integration and lay which discner to intender of products and the set of charge of the court of the lay internation and the total charged the data data product. That should set to charge back, and databand in the charge for which is a correction to most on- the charge for the source is the layer of the product for the low We would not over the layer to provide it orrecain- fect the low for the layer to provide the layer for Phenese expension (C. Barget to provide).	- HA Al - Credined	We would the more information, as to weivitrane see seedlace, as to Marw this has been seedlace, as to Mar	4	sistem was agreed by been the particular is to be second; a schest	£120.00
Repuir (26/11/12) - Repuir (26/11/12) - Berlae-Inne	E17.988 incl. E17.988 incl. VAT (E14.99 Interials, E Interials, E VAT)	The entil yoint is less than \$5. Phose so Amondia (c. 2 han \$5.	The cost is reasonable, including labor: time, constants, these labors time,	We find an accept that the teams shall do find the expension of the teams shall do find the expension of the team of the shall do find the shall do the shall shall do the shall have a would be to highlight and a the shall we have Commund Areas (shares life regular Commund Areas (shares life regular and hardware at most the matter and hardware at most the matter matter.	Ë	- Tableral determines price of f.S. (and wa) and B9 (and wa) labour per bulb.	80°¢3
Repair (14/12/12) - Ref: 14061 - Replac	E 17-988 inci. VAT (E 14-99 mute rials, E re labour net af	The stall prior is least than \$5. Please see An pendins C. Press 55 (Invision)	The cost is trasonable, including jubour time, to contractors inclusions, collecting materials from a supplier, travel to cronery ear	See response to #33965	<u>f</u>	- Tribunul determinens patee ef Eg (nad ver) and Eg (nad ver) laber: per bulb	£3.98
Repair (22/01/13] - Ref: 14728 - Snaw cleared	ESBBincl. VAT (£14 matcriais, E35 labour net af VAT)	This would not take langer than half ar-kour. We would expect to pay £77,50. Please are Amonda C, Paes AT (Torolica).	AH- This is welter included the time takes to collect the rest sult. Clear the pathways and then spread the sail over the entire star.	We dispute the response. There is a single gala, and would expect the operative to bing salt for the jub - he liss area, and a frailer. Na	<u>£</u>	a litem was agreed between the parties at the bearing and is chargeable in full	£0.00
Repair (11/02/13) - Ref: 14932 - Filled Intes, foam buffer an gas cuptoard, fixed lock	- Ergt.qincl. VAT (E19.5 materials, Etqo labour net of VAT)	There is no relations of any holes having been filted, prana- phatening work, with the communal state. There are no matter of the filter of the other between the phatena state of the other before full the work's matter and signate the committee. It between the phatena state, the set of the data state and of instruction while weights of filled and substate.	AH - This work was carried out, încluded în îhe I înviste as easte the works for comple repair the look leven on the hock door.	We dispute the response and the lock Ma neverbear regulard. No	H	e Libbund determines that this lizes is not reachance us set sector 19 January & I cattor, An 1955.	£191.41
Repuir (12/02/13] - Ref: 14890 - Cleared stittw	E48tacl. VAT (E5 materials, E3S labour net of VAT)	This would not take langer than balk-an-isour. We would expect to pay 577,30. Please see Anyrendur C. Pare és (Ia weise).	AH - This invoice ischoled the time taken to collect the nod sait. Class the pathways and then spread the sait over the outine area.	Mentes ser response in #1,4861. N.8	f f	a firm wara apreed between the parties at the heating and is chargeable in full the state of the state Perment is the state of the state of the state of the state balance with high.	£0.00
Repair (24/ a1/13) - Ref: 14068 - <u>Realace iamo (X7)</u>	E53-964incl VAT (E44-97 materials, E labour act of VAT)	The retail price is leas than £ ₃ also plotes see note on repair 7:945 for contern shout the ounder of lampe which are 10 proves the sympotic C, Pare 6 11 francisc). Please see Antonetick C, Pare 6 11 francisc).	The cast is ressonable, including tabour that, constructions manase, solided in glabour that, supplier travel to protect etc.	Rec response to a 1935. We would like to polat out that if travel time is part af the charge, then there must be an constany of scale when the product wo lightbulls, it, the same trap is mude to relation and how are not a trans bulls. No			£11.96
Repair (26/03/13) - Ref: 12341 - Replan Lump	E17.988incl. VAT (E14.99 materials, E c labour net of VAT)	The retail price is less than £5, also please see note an repair 17465 for concern about the number of flanges which are 1846 retained and the number of flanges which are 1846 retained at C. Pare fat flangesch.	The cast is reasonable, including labour time, the tanknown stratter, out of the data of the stratter supplier, travel to motech eds.	See traponse to #13963, and please mate the consectn over the frequency af builts being replaced. No	8 1	i ribbuuld deseminises proce et 15,000 velo and 280 und velo anem per suns	£3.98
Repair (27/03/13] - Ref: 15226 - Clearci snow	E50-tinel. VAT (E7 materials, d E35 labour aet of VAT)	This would mut take longer than half au-hour. We would expect to gay £17,500. Plense see Apprend C., Page 66 (Invaire).	H.F. This invoice iteladed the time taken to collect the reck salt. Care the pathways and then taread the salt aver the ontre rec.	Dibate ser reponde lo stadú. No	5	tien was approximate the burdle at the second se	£0.00
Repair (24/05/13) - Refi 15912 - Replac Ianu (x2)	£35.976ind. VAT (£39.98 materiais, £ a labour net of VAT)	The retail price is less than £5, also phone see note an repair the second second about the number of lamps which are bining replaced. Prese 66 (Invoice). Please see Ansee dis C, Pase 66 (Invoice).	The cost is reasonable, including theoret time, contracters of collecting statetish from a supular, avect is a roportvers.	See response to # 14 miles, and please mate the concern over the firequency of bulls being real-aced.	<u>f</u>	o Tribund descratines a price at £5 (and var) and £9 (and var) labour per builb	£7.96

Appendix 8 - Scott Schedule

Page 3 of 8

Disallowed	£122.28	£0.00	0 0 0 3	6 11.96	£3.98	£7.96	£0.00	00 OJ	£468.00	£0.00	£2,767.09	£3.98
Blank for tribunal.	The Taiwand determines that the corr of this item about to indicat to hours to a fact, say and materials £11.41 (act we)	The Thimsail decomines that the second be paid in full	The Tahuna) di not receive any evidence that this work we sat completed to studict and thus determines it should be paid in full.	The Tribual determines a price of £5 (incl wd) and £9 (incl wd) labour per bulb	The Tathunal determines a price of Es (ted wit) and Es (ted wat) labour per bulb.	The Tributual determines a price of Eg (and wor) and Eg (their wor) labour perbuilb	De Tabbual Johernnar s gat the Ierm A sudd be god in, fait	the Athinual determines that this them shared by solid in 651	Petermaned at E. (et e. pe en name from E. 486 disallowed by T. Ebnad	This form was agreed between the parties at the hearing and is chargeable in fall		the Thibuurd determines a piece at Es (and wa) and Es (and wa) hibbuur per belo
Agreed Yes/No	ç	aX	ź	ź	az		<u> </u>	da Y	<u>а</u> ,	[1		L Te
Tenant's Reply	Was the painting an entergency, or as add it have an been done on the next visit? Haw much ince are the tornards being charged for a Bike Perspecty inspective to walch staint duy?	We would like to see the evidence that We would like to see the evidence that highlight to photozynaphe evidence which clearly showe that its hin areas which clearly showe that its hin areas deter not note-are the bine beened region.	We coacede that this was done, however the such o poor standard (the ten nut describes the finitud (a) as woldy, looking Bise thad been showed by a dag?) that it was replaced by the tenant whithin a month.	See response to #14068, and please note the concern way the frequency of bulks	See response to #13945, and please nate the concern aver the frequency afbulbs being replaced.	Sce response to #14068, and please note bit charcern aiver the frequency of bulks beine realined.	This is significantly higher than backgred for locations granice exoacss where in or credition expansion that a system which was identified by filte that the state of the state of the state charged to the snatus separatory could charged to the snatus s	Phase see show - what was different between the phase specific different the installation to require phage new hanged yours 2004, Cat.5g, on over the hangest for the 20,000, Way were the contrast is an isocatantiad over this Lip (200	We do nat accept the response from 1		Mit transit rescrived the letter dated Catolice: roots: Negrathics with the Catolice: roots: Negrathics with the costs, then regulation was realized by the root was not derived by the root of the the root was not derived from a factod to a saryca.	See response to 413963, and please nate the concern over the frequency af bulls being replaced.
Landlord's Comments	AH - We dispute that this work would anly take two haves there in the remove a the plaster much the driving fitting to be commissioned before plasticity.	M This work was completed and including the second second second second second second second second second the second second second second second second second second second second these synthesistics in the second second second second second second second s	AH - Wark critted aut to flat 1. finsurnate china that wouldn't then bens can stretching to china under the historizations of the other to exercise	The cost is reasonable, including labour time, no alractors manues, cucleding materials from a supplic, there ib growtry occ	The cost is reasonable, including labour time, contactants intra-ans-, clicking natertabi from a supplier, travela proserve det	The cost is reasonable, including labour time, contractors instrumese, solid etting materialis tions a sussible travel to recovery cas	Wark was carried out is required, unfarmately, this may have been disher than first staticated.	भि स्वतीकालेल्ड्रि कीम व स्वयन्त्रक हो। भाषा स्वतान्त्रत (o	The classific was carried on ta required, to resure the command areas were legt clean and bby. Floats are comparable qualities to show the cost is rescondable.	These are no inaget available free of charge from any fire service and are recognited under its juidation. Please are comparable quoter to show the cost is resonable.	Ralun frig. Charges and accounts were see to all beersholten to Converse threefore with the lobe the solid formation and invoised are void within the	The cast is reasonable, including labour time. os ataractos intrarrates, adoleting anscriatis from a supplier, travel. De property etc.
Tenent's Comments	in the second maximum to render and paint treat of data than 1 square food, planes are supporting integ. We would only neep a charge doi:14.3 + (32°2) = 20° would only neep a charge doi:14.3 + (32°2) = 20° data rend convertab).	This has never been date, and recar if it had it would not take an hour. Also this date, it at Tready when the him would be full to they are motion. Thready moming, Abo the hin are maintenance that all be part the Ground Abustaneous elegation. Private acar approader, C lippe 6 (Incoice). Bap 77 Private acar approader, C lippe 6 (Incoice). Bap 77 Bits start, Jaken 7 (Reinse dath and a start which cover the bits start, Jaken 7 (Reinse dath and a start which cover the	Ma kamvledge ef Ahis ever being dans er noeded. Pfense see Aupendare (. Påns 'n Mayalen).	The retail price is less than \$5, also please see note on repair 17:0456 for concern about the number af lamps which are Please see show for the concern).	The extual price is leas than £5, also please see note on repair 1945 for cancern about the e auther of langu which are Pressors see Alsonethic C, Parer 34 (Throdiec)	Please see previous dammedu ou like charge for the lightbullto. Also near that there are only a lampe (5 in momenta) arrans) with a lithed life f1 to poor to hour (which is rante than 3, yar if used 24/7 which they are and, 30 over rante than 3, yar if used 24/7 which they are and, 30 over these see Anterprist, C. Pacer, R (Invoice).	Adhimath we were contrained an thin jub, the work has been defined for we were non-instance (phane, rest, invoice 20, 25, 26, 16) in the stand of the structure of the stand of the structure of the structure for the structure of the structure of the structure of the structure phase see Appendix C, They Se (fundeal), Nage 77 (Phani and Phase see Appendix C, Phay Se (fundeal), Nage 77 (Phani and Phase see Appendix C, Phay Se (fundeal), Nage 77 (Phani and Hall), Phase see Appendix C, Phay Se (fundeal), Nage 77 (Phani and Hall), Phase see Appendix C, Phay Se (fundeal), Nage 77 (Phani and Hall), Phase see Appendix C, Phay Se (fundeal), Nage 77 (Phani and Hall), Phase see Appendix C, Phay Se (fundeal), Nage 77 (Phani and Hall), Phase see Appendix C, Phay Se (fundeal), Nage 77 (Phani and Hall), Phase see Appendix C, Phay Se (fundeal), Nage 77 (Phay Appendix C, Phay Se (fundeal), Nage 77 (Phay Appendix C, Phay Se (fundeal)), Nage 77 (Pha	Althaugh we were consulted an thir job, the work has been charged nor two intensities of the sector source, source, which in hirsh 10 as scenario, were happed responder it cost fields of the north system corputing of 8 (Hab, and in thirdhing the most plane) which have here replaced at Actory et VLP which old including field habourin forces care to proloka. Flexas are Appendix C, Tage 76 (Instit) letter woll section have of canalled (highwig). Page 76 (Instit) letter woll section have field and the section of the section of the section flexa and the section of the section of the section of canalled (highwig). Page 76 (Instit) letter woll section have the canal	That is for a staggare meter communities with ane tables and stight of states, each there is compared and tables and staggard in the state of the state of the states and states and the states and the states and states and states are state and states and states and prover by 260 or 123 per visit in a state and the states prover by 260 or 123 per visit in a state and the states been databased for states which is it case.	This can be arranged free-of-charge by the local fire service. I We would as the vepoest to pay the administration far	Ve verse and years of the regalist for 2014 when a first of the regalist of the regalist for 2014 when a first of the regalist of the regali	The return price is less than Cs.
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Appendix D - Scott Schodule

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Agreed Yes/No Blank for tribunal.	1	enant's Reply	Landlord's Comments Tenant's Reply	Tenent's Comments Landlord's Comments Tenant's Reply	Cost Tenent's Comments Landlord's Comments Tenant's Reply
		by could this not have been visited by the set. Translat or to Marine set are set in translation	M Usfortunately when undertabling the work we will survey the source of the analiation and Way could this not bree feet and the other were associational data on the source of the source of the source of the source of the reverse additional data of the source of the	This is the system thus Propery designed and insultielless filtures system, and why are being damaged transmission and the system system and system we have designed thranged transmission and the system system and system see that of damaged transmission and the system system and system see that of damaged transmission and the system system and system set of the shadding dise work we have and system set of the system set of the shadding and the system set of the set of the system set of the set of the system set	Thus is the system the Fronty designed and insultations I man 2 years prior to this from the where the converse starts and the system shows and show the week starts and and the system is a start and the system shows and show the system is a start and the system shows and show the start and show and show the system shows and show the system shows and show the system is a system show and show the sy
The Tribuoal determines that the w				We have a similar complaints the above repair #2000g as this was used in the above repair #2000g as this was used to accord to the above repair walls are served history, and the one greeker that boys to seans.	Ve have a similar complaint to the above repair #2000g, as Usis wateringted and installed by Biller Poperdy valuais very recent history, and for air greeker that you staants
				Dots Science and a constraints way much. To addition to the second pairs, the Angretic Science and the Angretic Science and the Angret A	1 Outs Store (and a secondation was made). In additions to Except spirits (Hause compliants, including of the Manual Composition of the Manual Compliants) (15-44). The And and the Area (And Manual Manual And Manual Compliants) and the Manual Compliants of the And
	No	he response is not adequate, and suftermore does not address like consistency in labour charning. No	The response in an and security, and furthermore does not address the The 68 as has credited to Jahn Scott's account incoasistency in labour charging. No	Decorate art trans to haurs? Phere see Approved of The Set (Invited) Phere see Approved of The Set (Invited). Page 36 (Initial) Inter-with estimate for the Bob.	material, byd stassed for facts that binars? (2810 about Pleaz everyperator Cartor and Alfansia). Page 96 (futual (2810 about Pleaz everyperator. Chronic Additional Andreas about a credited to Jahn Scott's account. Inconstitutors in biour charring. No
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Appendix B - Scott Scheduke

Disallowed	£a.oo	£967.13	£0.00	£117.40	£0.00	£35.00	£3.98	£3.98	£0.00	£3.98	£122.51
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Agreed Yes/No	2 22		E%	No	FP	2	2	P	ž	r g	
Tenant's Reply	Whot is the breakdown/explanation for the labour charge?	The crayouse does out adquiredy	ertumn we over-surprise. Our complaint Why was this not done instead of (no *14377	Why was this job required, unless the previour job to install the cupboards was not cannoted invocetly?	We would like to see the orderand that this is the and direct as see the orderand time that is the set of the second direct and which of the second direct and which of the second direct as the second direct direct and second the second direct and direct and second the bire birect and direct and second there bere birect and direct and second there bere birect and direct and second the second changed.	We du not except the "gatante of	See response to #13963, and please note the covern over the frequency of hulls:	See response to #13963, and please note the conterm over the frequency of builds being realised.	the world life is a set he oridated that the first of some and world life or the first of the some and world life or biological that the proceed that the some world for the some that the solution of does not some on the first forward should does not some on the first forward solution	See response to #1365, and please note the concert over the frequency of hulls being replaced.	Our issue here is with the fact that this has failed so soon afree insulhtion. surgesting a poor quality af lastallation.
Landlord's Comments	To men prezent an this job, at the job required working at height. The cost is reasonable.	Plase se comma tárvo li rupor o tirvolo:	zoter: Wark completed included the fitting of the fizanw, the commuted of the area around the gulf and the fitting at the stall served:	This was work done in additian to tobg6 and the cost is reasonable.	The work was completed, 1.66 shorts support this and evolutions can be given to support this. The second states are the support of this support to prior and states are support on the spectra to brind a ready	and the second se	rea exemute to note that the interview of the exemption o	The cost is reasonable, including labout time, cost tasts in transment, onlice the granten tab from a suspilate, travel its property occ	Mi - Tila werk var comatered. Hb dierts manor	The cost is reasonable, including labour time, contractors incurates, coloridating rateriabilition a suspilate travel to conserv dets	AH - Leibt fittiinz failide after the original install
Tenent's Comments	We feel that the amount of tabour required for this job is excessive, as there was only use aperative working on the service set Amondia C, Pase to a (Invoite). Please set Amondia C, Pase to a (Invoite).	We have a similar compliant to the above repair #202005, as the two points of the similar of the 79-5000 start reduction of the similar of the optimized of the optimized of the pixed of the similar of the comparison of an employment. Here small, "we should not here be to repair the similar of the similar of the optimized of the similar of the similar of the similar of the opti- sent similar of the similar of the similar of the similar similar of the similar of the similar of the similar pixed optimized of the similar of the similar of the Pixed optimized of the similar of the similar of the Pixed optimized of the similar of the similar of the similar Pixed optimized of the similar of the similar of the similar of the Pixed optimized optimized of the similar of the similar of the similar Pixed optimized optimized of the similar of the similar of the similar of the Pixed optimized optimized of the similar optimized of the similar optimized optimized of the similar of the similar optimized optimized of the similar optimized optized o	contrareant sections for a pair, there have been shared been early froot to that one field of a hot replace it with a new one which starts constrate. More a second, a final data is not it manuar expande to raw seconds. Plases see supporting image.	Way was this jub not part of a tobes? This is eithore mandrer way and a first thing half (ar poors) than, or lationated, as there has no been an additional gar arter installed in that Pierces eee how partia (C. Pare no d. (Invoice).	The browth are conflict that the his has nover been done. Also be dutagined as that with the hist nover been done. Also the dutagined is the second browth is a spat fatter the hist of a - the reference browth would be the second that the dutagined that the second that the second that the dutagined that the second that the second that the dutagined that the dutagined that the dutagined that the dutagined that that the dutagined that the du	The material for this work have been danged at over first, however current testal grinds and and that first plant. MAL. This is the emission of smallers work is fat as imple problem regarding announce channer are of the property whole that is it thy hard and the test and the property whole and a fat is the hard and the test and the property whole a first is the index of the test and sworgs, and a find our the readman of first.	under international de la constant de La constant de la const	The retail prive is leac than £5. Please see Angedate 7. 286 311 (Invoiret).	The tenatus are confident that this face there there are Also the data gives in a Tandary which as a days there in a 0^{-3} -therefore the future would be a factor. The space (Barth is liked as correlating which could stathere here then it was not solved with all it and matching the dates it was ware to believe that the it and the there would all habits to believe that the the there conserve, particularly which are a factor that it is the theory of the theory of the the the theory conserve, particularly which are the theory of the theory of the theory of the theory of the the the theory conserve, particular the theory of the the the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of the theory of theory of the theory of the theory	The rull price is less than £5. Please see Answerds 6, 24se 113 (Invice).	Replace light fitting - how was this not identified as part of Termodial work. The Jobs work of and 24 to 48 to Phene see Abstractive C. Part 14 (Invite).
Cost	E817-45incl. VAT (£171.21 (£171.21 materials, Ê510 labour net of VAT)	Egor.13ind. VAT (225.94 13 materials, al E500 lobour	Engoinci. Engoinci. VAT (E35-83 materials, E1222 E1222 E1222 E1222 E1222	E117.4 incl. VAT (E27.83 E70 labour net a(VAT)	E64,32imd. VAT (E1.1 - material, E525,1abay, net al YAT	E291.34ind. E291.34ind. VAT (E92.78 E150 thour	Err, spicel. Err, spicel. VAT (E14.99 materials, E labour net of VAT)	E17.99inel. VAT (E14.99 materiais, E labour net of VAT)	E43.3ziael. VAT (£1.1 • materials, ever of (VAT)	E17.99inel. VAT (E14.99 muterials, E iabour net of VAT)	E122.51incl. VAT (E67.09 materiuls, E35 labour net of VAT)
[tem	Repair (09/05/14) Ref: 20799 - Reolaced zutterine	Rapair (32/05/24) Repair (32/05/24) Ref: 20488 Einers envy Lighti (additional remedi	wark) Repair (03/06/14) Ref: 21238 - Fitued all'ov howl zrill	Repair (03/06/14) Ref: 21040 - Gas Melr access paire	Repuir (17/06/24) Ref: 20946 - Jet wash jins	Repair (a5/07/14) Refazyti (gramace nuce Repair (18/09/14) Ref: 22274 - Lighting freplaced bufb)	Repair (23/09/14) Ruf: 222/09/14) Lighting (replaced bulb)	Repuir (02/10/14) Repuir (02/10/14) Menth hive	Repair (23/10/14) Ref: 23032 - Lighting (replaced bulb)	Repair (07/10/14) Ref: 23058 - Lighting (replaced licht fitting)

Appendix B - Scatt Schedule

Fage 6 of 8

					T		7
					Armond		1 .
Item	Cost	Tenent's Comments	Landlord's Comments	Tenant's Reply	Yes/No	Blank for tribunal.	Disallowed
	Est aging			We would like to see the evidence that	100/110	The Tribund determines that this item should be paid in full	
Repair (28/1 Ref: 23838 - wash bins	/14} - materials, let £35 labour get of VAT	The tenants are confident that this has never been done. Please see Appendix C, Page 13 (Invoice), Page 70 (Description of Cleaning - Commond Areas)	This work was completed, evidence will be given to	this has been done, and would like to highlight the phatographic evidence which clearly shows that the bin area (not to mention the bins themselves)	274		60.00
		rescription of community meters.	Support this,	loces not appear to nave been cleaned.	Ng	This item was agreed between the parties at the hearing and is chargeable in full	1 10.00
Repair (03/1	£232.8incl. VAT (£ 1/14) - materials,	Why has this "biannual" test never been door before, and haw can the fire alarm system have been maiotained at a cost at $1,033.66$ is do same year and these components on how been replaced? Also if the Service cost if size, what	1	The numbers ds not seem to add up here, as the 2015 repairs list shows £120 for the test (as opposed to this £232 charge). Also the budget for the tests is £330 where the monthly check costs £312.50, is .750 per annum, therefore a	2		
alarm test	net of VAT)	Please see Appendix C. Page 116 (Invoice).	Picase see engineers reports all work was required.	biannual check should cost £15n per languin pr £75 per check.	Nn		£0.00
				1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	1	The Tribunal determines that this item should be paid in full	
	£202.99inc VAT	The total price is less than 65. We are still experiencing (all-digard) an alaming rate of hubb blowing despite (all-digard) and alaming rate of hubb blowing stepsite. Inditions to the 2,000 we have invigible gastern. In inditions to the 2,000 we have invigible of the second installies and their "morthin least low of on the second		Why is the labour the same far as and two light fittiogs? Again the number do nut stack up here - a light fitting costs efters 270 (as Aurged on this invoice) and the bulbs are circa 210, and there are 5 lights, as these materials should cost approx 270 a. However the material socies the forething and			-
Repair (10/1: Ref: 23764 - Lightiog (rep 2x light fittin	/t4) - (£134.16 materials, aced £35 labour c) net of VAT)	we have also been charged approx £840 far replacement bulbs and fittings over a 2 year period, which seems to be the very definition of excessive. Please see Appendix C, Pare 117 (Invoice).	This invoice is for a light fitting and not just a light hulh, costs are reasonable.	"remedial work" of the emergency lighting system comes to £1670. What additional materials for this lighting system cost over £900?	Na		£0.00
Repair (01/0	Egoinel. VAT (£ /14) - materials,	This is being charged individually despite it being n line item no the ano sul budget. So we are already being charged a planned amount and are being lawried for extra "excess" window cleaning, which is unreasonable. Furthermare we do oot believe that the windows have ever been cleaned.	Window cleaning is charged at £45 per visit; 6 visit peryear. All cleans were carried sut as per the			The Inbund determines that this item should be paid in full	
Window Clea	ing net of VAT)	Please see Appendix C, Page 118-122 (Invoices for all Window Cleanine).	schedule. There were an extra invoices for this item in the reasing enterary.				- £0.00
	Esooinel.	This is an excess chage an an insurance claim for a new front				The Tribanal determines that this item shaold be paid in full	1
Repair (86/o Ref: 28640 - door	VAT (£ materials, /14) - E83.33 labour net o VAT)	door, as the police nuistakenly broke into the wrong sidness. The police should inve paid this, as they broke in the wrong address. This should have been organised by Blue Property, not making an insurance claim at a coat to the resideots. Please see Aspendice, Dave ray (Invice).	The police will not pay fac a repair to a door regardless of it being their mistake, also we had to take action at the time to secure the property, your insurance policy is in place for such matters and had to be used.				£0.00
							£11,433.15

ltem	Cost	Tenent's Comments	Landlord's Comments	Tenant's Reply	Agreed Yes/No	Blank for tribunal.		Disallowed

Appendix 8 - Scott Sched

PageBotB