



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

**Case reference** : **LON/00AY/LSC/2019/0046**

**Property** : **Flat 24 Century House, 245  
Streatham High Road, SW16 6ER**

**Applicant** : **Century House (Freehold) Limited  
(the landlord)**

**Representative** : **Mr Phillips, Counsel, instructed by  
PDC Law**

**Respondent** : **Mr A J French (the tenant of Flat  
24)**

**Representative** : **Mr A J French made submissions  
on his own behalf.**

**Type of application** : **Liability to pay service charges /  
administration charges**

**Tribunal member(s)** : **Miss A Seifert  
Mr H Geddes  
Mr L Packer**

**Date and venue of  
hearing** : **23<sup>rd</sup> May, 9<sup>th</sup> July and 14<sup>th</sup> August  
2019, at 10 Alfred Place, London  
WC1E 7LR**

**Date of decision** : **17<sup>th</sup> November 2019**

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**DECISION**

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## **Background**

1. The applicant landlord, Century House (Freehold) Limited issued a claim against the respondent tenant, Mr A J French (Mr French), in the County Court Money Claims Centre (Claim Number E73YX290).
2. The County Court particulars of claim dated 15<sup>th</sup> June 2018 stated that the landlord sought a determination in those proceedings that Mr French was liable to pay sums to the landlord for service charges, administration fees and contractual costs.
3. The leasehold title of flat 24 is vested in Mr French and registered at Her Majesty's Land Registry under leasehold title number TGL4562. Flat 24 is subject to a lease dated 2<sup>nd</sup> June 1988 (the lease), made between Nelson Homes Limited as landlord, and Mr French as tenant, for the term of 125 years from 25<sup>th</sup> December 1986. A copy of the lease was provided.
4. Mr French resisted Century House (Freehold) Limited's claim for service charges (and major works charges) under section 27A of the Landlord and Tenant Act 1985 (the 1985 Act), and administration charges, on the basis that the charges were unreasonable /unreasonably incurred.
5. A judgement in default was made and was later set aside. By an order in the County Court dated 2<sup>nd</sup> January 2019, amongst other things it was ordered that following the filing of a defence, the case be transferred to the tribunal.
6. Section 27A of the Act concerns jurisdiction in respect of liability to pay service charges. Section 18 of the Act provides the meaning of 'service charge' and 'relevant costs'. Section 19 of the Act states that relevant costs shall be taken into account only to the extent that they are reasonably incurred and where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard and that the amount payable shall be limited accordingly. Schedule 11 to the Commonhold and Leasehold Reform Act 2002 provides the meaning of 'administration charge'. A variable administration charge is payable only to the extent that the amount of the charge is reasonable.
7. The tribunal made directions in this case dated 7<sup>th</sup> February 2019. A hearing on 23<sup>rd</sup> May 2019 was adjourned and further directions were issued by the tribunal. Further hearings took place on 9<sup>th</sup> July 2019 and the afternoon of 14<sup>th</sup> August 2019. The tribunal inspected Century House on the morning of 14<sup>th</sup> August. Persons attending the inspection included Mr Phillips (Counsel for the landlord), representatives of the landlord's managing agents Houston Lawrence, Mr French and other leaseholders. The inspection is referred to later in this decision.

8. At the hearings the landlord was represented by Mr Phillips. Mr Turl of Houston Lawrence and Mr Langan, the owner of one of the flats in Century House and a director of the applicant company, provided witness statements and gave evidence. Mr French gave evidence and made submissions.
9. At the hearing on 9<sup>th</sup> May, the tribunal and the parties identified the service charge years in issue as 2013-2014 to 2017-2018. A Scott Schedule was prepared by the parties in respect of these service charge years.
10. Mr Turl explained that the current managing agents, Houston Lawrence, were appointed by the previous freeholders in 2011-2012. Following the transfer of the landlord's interest to the current freeholder, Houston Lawrence were appointed to continue to act as managing agents.
11. By way of background, Mr Phillips, told the tribunal that Century House (Freehold) Limited is a leaseholder owned company. The leaseholders bought the freehold interest in Century House from the previous landlord which was in administration, in February 2014. Century House was built in the 1920s as an office block. In the mid-1980s this was converted into self-contained flats. Century House is situated in a Conservation area. It is not listed. It has interesting architectural detail. Century House is 5 storeys high. It has a main entrance and a back entrance. There is an underground car park and various rooms in the basement. These include a gas room and a store room, and are part of the common parts of Century House. There are 2 lifts, neither of which are in operation.
12. There are 33 flats in Century House. 29 of the leaseholders are shareholders in Century House (Freehold) Limited. Mr French is not a shareholder in the landlord company. Historically there have been problems with arrears. The condition of Century House had been neglected by the previous landlord and Mr Phillips described the building as being in a state of 'complete disrepair'. Century House (Freehold) Limited intended to undertake major works and to initiate a renovation programme. However, there was opposition to this from leaseholders and funding difficulties which prevented the major works proposals moving forward. He submitted that the amount needed for the major works now exceeds £1m.
13. In his evidence, Mr French accepted that he had paid no service charges during the years in issue. He stated that he was 'worn down' from making complaints with nothing being done about it, and that was why he had not paid the service charges. However, the tribunal was informed that his mortgagee has paid some sums in respect of flat, but the details of the sums were not provided.

14. The service charge year commences on 1<sup>st</sup> July in each year and ends on 30<sup>th</sup> June in the following year.

The lease

15. Flat 24 is subject to a lease dated 2<sup>nd</sup> June 1988 ('the lease') made between (1) Nelson Homes Limited and (2) Angus James French for a term of 125 years from 25<sup>th</sup> December 1986. A copy of the lease was provided. The landlord's interest under the lease is vested in the applicant.

The tenant's share of the Total Expenditure was 3.74%.

Clause 3 of the lease contained the tenant's covenants with the lessor, including the following:

Clause 3(1). To pay the rents hereby reserved at the times and in the manner provided without any deductions

Clause 3(9). To pay to the lessors as arrears of rent all costs charges and expenses including Solicitors' Counsels' and Surveyors' costs and fees at any time during the said term incurred by the lessors in or in contemplation of any proceedings in respect of this lease under section 146 and 147 of the Law of Property Act 1925 or any re-enactment or modification thereof including in particular all such costs charges and expenses of and incidental to the preparation and service of a notice under the said Sections and of and incidental to the inspection of the Demised Premises and the drawing up of Schedules of Dilapidations such costs charges and expenses as aforesaid to be payable notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

Clause 4 of the lease contained tenant's covenants with the lessors and with and for the benefit of the flat owners and including the following:

Clause 4(4). Pay the Interim Charge and the Further Interim Charge (as appropriate) and the Service Charge at the times and in the manner provided in the Fifth Schedule thereto all such Charges to be recoverable in default as rent in arrear

Clause 5 contained various lessor's covenants, including covenants to maintain and repair, to insure, and to keep the common parts clean and lighted. Other covenants included:

Clause 5(p). Without prejudice to the foregoing to do or cause to be done all such works installations and acts matters and things as in the absolute discretion of the lessors may be considered necessary or

advisable for the proper maintenance safety amenity and administration of the building

Clause 5(i)

(i) To employ at the lessors discretion a firm of managing agents and chartered accountants to manage the building and discharge all proper fees salaries charges and expenses payable to such agents or such other person who may be managing the building including the cost of computing and collecting the rents and service charges in respect of the building or any parts thereof

(ii) To employ all such surveyors builders architects engineers tradesmen accountants or other professional persons as may be necessary or desirable for the proper maintenance safety and administration of the building

Clause 5(p). Without prejudice to the forgoing to do or cause to be done all such works installations acts matters and things as in the absolute discretion of the lessors may be considered necessary or advisable for the proper maintenance safety amenity and administration of the building

Clause 5(q). To set aside (which setting aside shall for the purposes of the Fifth Schedule hereto be deemed an item of expenditure incurred by the lessors) such sums of money as the lessors shall reasonably require to meet such future costs as the lessors shall reasonably expect to incur of replacing repairing maintaining and renewing those items which the lessors have hereby covenanted to replace repair maintain or renew

The Fifth Schedule contained provisions in respect of the service charge including the following:

Clause 1 of the Fifth Schedule provided the meanings:

Clause 1(1) 'Total Expenditure' meant the total expenditure incurred by the lessors in any Accounting Period in carrying out their obligations under clause 4 of the lease and any other costs and expenses reasonably and properly incurred in connection with the building including the costs of employing managing agents, the cost of any accountant employed to determine the Total Expenditure and the amount payable under the service charge.

Clause 1(2) The 'Service Charge' meant such percentage of the Total Expenditure as specified in paragraph 7 of the particulars to the lease (3.47%).

Clause 1(3) The 'Interim Charge' meant sum to be paid on account of the Service Charge in respect of each accounting period as the lessors or their managing agents specified at their discretion to be a fair and reasonable charge.

Clause 3. The Interim Charge was payable to the lessors in advance on the Twenty-fourth day of June in each year in case of default the same was recoverable from the tenant as rent in arrear.

Clause 4. This clause made provision for payment of a Further Interim Charge on notice in writing.

Schedule 5 also provided for a Further Interim charge as set out in that that Schedule (Clause 4).

There was also a mechanism for carrying forward any excess amounts if the Interim Charge exceeded the actual expenditure incurred in the service charge period (Clause 5)

Clauses 6 provided for a top up if the actual expenditure exceeded Interim Charge, with provision for a certificate and recoverable as rent in arrear (Clause 6)

### **The tribunal's decision**

16. The items in issue at the hearing were set out in the Scott Schedule for each of the service charge years in question. The tribunal follows the same order as set out in the Scott Schedule.

### **2013/2014**

#### **Electricity supply charge 2013 - 2014**

17. The cost claimed by the landlord in respect of electricity supply was **£2,725.03**. An Accounts Summary for 2013/14 was provided.
18. Copies of invoices together with an expenditure list, were provided by Houston Lawrence to Mr French in March 2016. Mr French contended that the reasonable amount payable was £1,826.91.
19. Mr French submitted that the expenditure list included a charge for £104.24 (misstated in Mr French's comments in the Scott Schedule as £102.24), £640 (described in the expenditure list as 'electricity repairs) and £153.88. This amounted to the sum challenged.
20. Mr French's reasons for challenging his liability the sum claimed were:

i) Missing invoices - that the copies of the invoices provided by Houston Lawrence did not include invoices for £640 and £155.

ii) Double charging - that there was double charging of £104.24, which he stated had its own bill dated 11<sup>th</sup> March 2014 and was also included as a brought forward amount on the subsequent bill dated 28<sup>th</sup> March 2014.

Mr French did not challenge the standard of the services or work. He did not challenge the accuracy of the service charge accounts as such.

21. The landlord's response was that these invoices related to management by the previous agents South East Property Services. The electricity expense was for electricity used in the common parts of Century House. It was submitted that if an extra amount is paid to a Utility Company this is adjusted in subsequent bills. Mr Turl of Houston Lawrence, is an Associate member of the RICS. He has been involved with leasehold block management since 1992. Mr Turl did not dispute that the charge £2,725.03 included the amount of £104.24 twice. However, the figure of £104.24 was credited by the electricity supplier in a bill dated 29<sup>th</sup> September 2014 to which he referred. Mr Phillips submitted that a payment for one of the 'missing' invoices, for £640 was noted on the same bill and that there must have been an invoice for this amount at some point.

#### Electricity supply charge 2013 – 2014 – the tribunal's decision

22. **The tribunal finds that the amount charged of £2,725.03 is reasonable, reasonably incurred and (unless already paid) Mr French's proportion is due and payable to landlord.**
23. The Service Charge Accounts for the service charge year ended 30<sup>th</sup> June 2014 were signed by Burns & Co (Accountants) Limited, Certified Chartered Accountants, and dated 18<sup>th</sup> March 2015. In the report it was stated that they found the figures in the statement of account to have been extracted correctly from the accounting records. This showed the actual service charge expenditure for 'Electricity' as £2,2,725.03. The tribunal is satisfied in respect of the charge of £104.24 that any double counting has been corrected in the later invoice. In respect of the charges of £640 and £155.88, the tribunal relies on the service charge accounts showing these costs were incurred.

#### **Minor repairs 2013-2014**

24. The cost claimed by the landlord in respect of minor repairs was **£4,849.22**. Mr French accepted that some rubbish removal included in this sum was carried out. He submitted contended that a reasonable amount payable for minor repairs was £3,991.22.

25. Mr French submitted that the charge included £1,716 for rubbish removal carried out by Beckenham Windows. He accepted that there were invoices in respect of the charges, but contended that it was not clear what was being charged for.
26. He had requested photographic evidence from the previous managing agents of the dumped items prior to removal, but had not received this. He had requested that the previous managing agents take steps to encourage proper rubbish disposal. He referred to an email dated 25<sup>th</sup> September 2013 to the previous managing agents. He said that there was a complete lack of action by the managing agents to prevent items being dumped. He contested half the charge on the basis of the absence of preventative action and lack of supporting information.
27. The landlord's position was that there is no obligation to provide photographic evidence of the rubbish prior to removal. The charges were necessary and reasonable. Mr Turl explained that Century House is a very heavily tenant occupied building, with about 75% of the flats tenanted. There is therefore a through flow of occupants. Mr Langan said that this is an ongoing problem and emails had been sent to the leaseholders requesting them to control their tenants.
28. Mr Phillips referred to one of the invoices referred to by Mr French and pointed out that this identified what the charge was for. There had been correspondence from the previous managing agents as the email referred to by Mr French of 25<sup>th</sup> September 2013 stated that it was in reply to a letter dated 11<sup>th</sup> September.

#### Minor repairs 2013-2014 – the tribunal's decision

29. **The tribunal finds that the sum of £4,849.22 was reasonable and reasonably incurred and (unless already paid) Mr French's proportion is due and payable to the landlord.**
30. The costs of rubbish removal should be viewed in the context of the nature of the building and the changing nature of the occupation of the flats. That photographs of the rubbish before removal were not supplied does not make the cost incurred unreasonable or unreasonably incurred.

#### **Management Fees 2013-2014**

31. The cost claimed by the landlord in respect of management fees was **£8,751.60**. Mr French submitted that the reasonable amount payable was £4,375.80.
32. Mr French submitted that there was a lack of management demonstrated by failure to keep the building in repair. He had listed



various items in his email to the previous managing agents on 25<sup>th</sup> September 2013. He was concerned about the lack of repair to the roof. He contended that this had caused water ingress to the building and into flats including his flat. He challenged an invoice for £2,187.90 on the basis that it related to a later period and contended that there were no invoices to cover £1,912.16 of expenditure.

33. The landlord's position was that the invoice for £2,187.90 had already been pre-paid and was not included in the expenditure for the later period. The amount paid for management fees was correct and accurate in accordance with the budget and accounts.
34. Mr Turl said that the management fees were at the rate of £221 per flat plus VAT in 2013-2014. Houston Lawrence had taken over the management in February of that year. He referred to the accounts which showed numerous services that had been carried out in the management of the building. This is a building with a complicated layout, with an underground car park and changing occupants. This requires an intensive level of management on a day to day basis. The rate of charge of £221 per flat is below the market rate for flats in a building of this nature.

#### Management fees 2013-2014 – the tribunal's decision

35. **The tribunal finds that the management fees of £8,751.60 were reasonable and reasonably incurred and that Mr French's proportion (unless already paid) is due and payable to the landlord.**
36. The rate of £221 plus VAT per annum per flat was reasonable and reasonably incurred having regard to the nature of the building and nature of the occupation together with the problems with arrears. Mr French provided no evidence of management carried out at half this rate, the amount for which he contended. The management of this building was challenging particularly at the time that the current managing agents took over the management. The items of management undertaken are shown in the accounts.

#### **Accountancy fees 2013-2014**

37. The cost claimed by the landlord in respect of accountancy fees was **£691.20**. Mr French claimed that the reasonable amount for this service was £0 (zero).
38. Mr French's contention was that the charge was more than that claimed in previous years and greater than the budgeted amount. He made various criticisms of the service provided.

39. The landlord's position was that the accountant's fees were reasonable and reasonably incurred.

Accountancy fees 2013-2014 – the tribunal's decision

40. **The tribunal finds that the accountant's fees of £691.20 were reasonable and reasonably incurred and that Mr French's proportion of this amount is (unless already paid) due and owing to the landlord.**
41. Mr French's criticisms of the service provided, including missing receipts and double counting, have been satisfactorily explained by the landlord in respect of the electricity charges. There was no satisfactory evidence to support his claim that the accountant's fee should be reduced or reduced.

**Cleaning – 2013-2014**

42. The cost claimed by the landlord in respect of cleaning was **£6,125.20**. Mr French submitted that the reasonable amount payable was £3,710.
43. Mr French submitted that the weekly charge was significantly higher than the figure of £50 that the LVT decided was reasonable for cleaning in a decision in respect of the services charges in 2008.
44. Mr Turl said that when the current landlord purchased the building, the cleaning service for the building was put out to tender. The service had previously been provided by Beckenham Windows. The cleaning service was then provided by Regional Property Cleaning Services from about June 2014.
45. Mr Phillips referred to an invoice from invoice Beckenham Windows for £95 plus VAT in July 2013. The figure of was not far away from the previous LVT decision figure, having regard to the lapse of time.

Cleaning – 2013=2014 – the tribunal's decision

46. **The tribunal finds that the total charge for cleaning of £6,125.20 were reasonable and reasonably incurred and that Mr French's proportion of this amount is (unless already paid) due and owing to the landlord.**
47. The landlord's position was that the cleaning charges were reasonable and reasonably incurred. Mr French had provided no evidence to support his alternative figure of £70 per week for the service charge years in question. The service charge accounts for 2013-2014 noted the expenditure for the item cleaning was £6,125.20.

### **Refuse collection 2013-2014**

48. The cost claimed by the landlord in respect of refuse collection was **£1,599.60**. Mr French contended that the reasonable amount payable was £0 (zero).
49. Mr French submitted that £969.60 for hire of 4 bins from Lambeth should be disallowed. He contended that the bins should have been purchased instead. He claimed that from his searches on line the purchase price was £65 including VAT. However, he provided no documentary evidence to support this claim. Mr French also challenged the figure of £630 which he claimed was expenditure unsupported by invoices and was the same as figures for 'non domestic waste' in the 'minor repairs' category.
50. The landlord's position was that the charge did not relate solely to the hire of bins but also included the cost of regular refuse collection and ad hoc collection when needed. The £630 figure did not relate to non-domestic waste removal and there was no double charging.
51. Mr Turl considered that the idea of buying bins was fanciful. If the bins were purchased there would be additional liability such as the costs of repairs.

### **Refuse collection 2013-2014 – the tribunal's decision**

52. **The tribunal finds that the total charge for refuse collection of £1,599.60 reasonable and reasonably incurred and that Mr French's proportion of this amount is (unless already paid) due and owing to the landlord.**
53. The figure for refuse collection was stated in the service charge accounts. There was no satisfactory evidence that there had been double counting. The management decision to hire the bins from Lambeth was reasonable. If the bins had been purchased there may have been the additional cost of repairing or replacing these. There was no evidence that Lambeth would provide the refuse service using bins other than those provided by the Council. There was no satisfactory evidence to support the contention that this expenditure was otherwise than reasonable and reasonably incurred.

### **Fire Risk Assessment 2013-2014**

54. The cost claimed by the landlord for the Fire Risk Assessment was **£840**. Mr French submitted that the reasonable amount payable was £0 (zero).

55. Mr French contended that there should be no charge for the Fire Risk Assessment as he maintained that the recommendations were ignored and that there was therefore no benefit to the leaseholders. He also claimed that the Fire Risk Assessment should have been carried out by a company which was not in the same group as Houston Lawrence. Mr French claimed that the failure to act on the Fire and Health and Safety Reports later resulted in increased costs when Fire Wardens were appointed.
56. The landlord's position was that the assessment was required to identify any concerns and that the charge was necessary and reasonable.

Fire Risk Assessment 2013-2014 – the tribunal's decision

57. **The tribunal finds that the total charge for Fire Risk Assessment of £840 was reasonable and reasonably incurred and that Mr French's proportion of this amount is (unless already paid) due and owing to the landlord.**
58. The Fire Risk Assessment was required to identify any concerns. The cost was reasonable and reasonably incurred.

2014-2015

**Accountancy Fees 2014-2015**

59. The cost claimed by the landlord in respect of accountancy fees was **£619.20**. Mr French claimed that the reasonable amount for this service was £0 (zero).
60. Mr French stated that he was not sent a copy of the accounts summary, but received a copy which was sent to his brother on 1<sup>st</sup> July 2017. He questioned whether the account's summary was of any value in those circumstances.
61. Mr Phillips noted that Mr French had not questioned the reasonableness of the charge. The accountancy service was carried out. There was no suggestion or evidence that it could have been done more cheaply. Mr Turl stated that the accounts were approved and signed on 6<sup>th</sup> April 2016.

Accountancy Fees 2014-2015 – the tribunal's decision

62. **The tribunal finds that the accountant's fees of £691.20 were reasonable and reasonably incurred and that Mr French's**

**proportion of this amount is (unless already paid) due and owing to the landlord.**

63. The accountancy service was properly provided for the benefit of the landlord and the leaseholders. The evidence of Mr Turl was that the accounts are ordinarily provided to the leaseholders. However even if Mr French did not receive a copy at the time, the service was carried out and the costs were reasonable and reasonably incurred.

**Management Fees – 2014-2015**

64. The cost claimed by the landlord in respect of management fees was **£8,751.60**. Mr French submitted that the reasonable amount payable was £4,375.80.
65. Mr French accepted that there had been some management of Century House, but claimed that this was not proactive management. He referred to lack of provision of copies of the accounts and that there had been lack of action on items listed his email in September 2013 as requiring attention. He had not pursued this. He accepted that he had not been proactive either.
66. The landlord's position was that there had been active management. Mr Turl pointed out that the management fee was based on £221 plus VAT, as in the previous period.

Management Fees 2014-2015 – the tribunal's decision

67. **The tribunal finds that the management fees of £8,751.60 were reasonable and reasonably incurred and that Mr French's proportion of this amount is (unless already paid) due and owing to the landlord.**
68. The tribunal repeats their reasons in respect of 2013-2014 for this item. The management service was provided and the cost was reasonable and reasonably incurred.

**Minor repairs 2014-2015**

69. The cost claimed by the landlord in respect of minor repairs was **£10,113.63**. Mr French submitted that a reasonable amount payable was £7,000.
70. Mr French in his comments in the Scott Schedule, referred to an invoice from Beckenham Windows dated 2<sup>nd</sup> November 2014 and stated that it was not clear what service was provided. He repeated his claim that the managing agents should have been more proactive in

controlling disposal of refuse by occupants. He sought to rely on section 20B of the Landlord and Tenant Act 1985 on the basis that the accounts had not been received by him until July 2017.

71. The landlord's position was that all works carried out at the time were necessary and desirable to maintain the building. Mr Turl explained that the item minor repairs was difficult to budget and would be expected to vary given the nature and condition of the building. Mr Langan explained that the £3,000 item in the Beckenham invoice related to the window on the Streatham Road elevation. This is a 1930s feature window, which became dangerous and had to be boarded up following a notice from the local authority. The other items in the Beckenham invoice were extra works. The purchase order 8<sup>th</sup> November 2014 relating to the invoice was provided.
72. Mr French accepted that the works of boarding up the window had been carried out but thought that this had been carried out in 2012-2013. He did not provide any satisfactory evidence to support this. Having heard the evidence presented by the landlord on this point, he accepted generally that this was likely to be a reasonable charge.

#### Minor repairs 2014-2015 -the tribunal's decision

73. **The tribunal finds that the sum of £10,113.63 was reasonable and reasonably incurred and (unless already paid) Mr French's proportion is due and payable to the landlord.**
74. The tribunal finds that the amount claimed is reasonable and reasonably incurred. The amounts incurred have been subject to confirmation in the accounts. Reasonable explanations have been presented by the managing agents. There was no evidence presented to support a lower figure for minor repairs which is a necessary aspect of the management of this building.
75. In respect of section 20B, the tribunal accepts the submission of Mr Phillips that this does not apply because the money charged on account of service charges for 2014-2015, exceeded the actual amount of the expenditure for that service charge year (Gilje v Charles Grove Securities Ltd [2003] EWHC 1284 Ch).

#### **Cleaning – 2014 – 2015**

76. The cost claimed by the landlord in respect of cleaning was **£5,067.71**. Mr French submitted that a reasonable amount payable was £3,975.
77. Mr French contended that the weekly charge was in excess of the amount determined for cleaning by the LVT in 2008 of £50 per week. He contended that a reasonable charge would be £75 per week, but

presented no examples to support this. He said that he was complaining about the cost, not the level of service provided.

78. Mr Turl provided details of the cleaning service provided which included weekly attendance, hoovering, mobbing, dusting, periodic cleaning of the bin room and clearing rubbish from the underground car park.

Cleaning 2014-2015 – the tribunal’s decision

79. **The tribunal finds that the sum of £5,067.71, was reasonable and reasonably incurred and (unless already paid) Mr French’s proportion is due and payable to the landlord.**

80. The tribunal repeats the comments in respect of cleaning 13/14 above.

**Surveyor’s Fees – 2014-2015**

81. The cost claimed by the landlord in respect of surveyor’s fees was **£4050.00**. Mr French submitted that a reasonable amount payable was £0.

82. Mr French submitted that there should be no charge for work covered by the invoice from Watts regarding preparation for the maintenance programme. He submitted that this had not been acted upon so there should be no charge for the surveyor’s fees.

83. Mr Turl explained that one of the main reasons for the leaseholder company buying the freehold was to get the building back into condition. Watts was appointed to identify the works required. They prepared a detailed condition survey for completion after competitive tender. The survey undertaken was intended to identify wants of repair and to provide for a planned refurbishment. Watts tendered and was appointed. It was considered that the fee was reasonable. The proposed refurbishment had not taken place yet due to lack of funds.

84. Mr French clarified that he was not challenging the cost of the surveyor’s fees but that the recommendations were not acted on.

Surveyors Fees 2014-2015 – the tribunal’s decision

85. **The tribunal finds that the sum of £4,050.00, was reasonable and reasonably incurred and (unless already paid) Mr French’s proportion is due and payable to the landlord.**

86. It was reasonable for the managing agents to undertake preparation for a planned maintenance programme, notwithstanding that they were

not in the financial position to action this programme at the time. Mr French did not challenge the cost of the surveyor's fees as such but challenged that the advice was not acted on. It was reasonable to undertake the surveyor's work and the tribunal considered that the fee charged was reasonable and reasonably incurred.

### **Refuse collection 2014-2015**

87. The cost claimed by the landlord in respect of refuse collection was **£970**. Mr French submitted that a reasonable amount payable was £0.
88. Mr French submitted that there were no supporting invoices and that presumably the charge was for the hire of bins from Lambeth Council. He repeated his submissions that the bins should have been purchased rather than rented as part of the rubbish disposal arrangements with Lambeth. He said he did not know whether Lambeth allows landlords to buy their own bins. The landlord's position was that the charge referred to the hire of bins and the cost of regular refuse collection.
89. **The tribunal finds that the sum of £970 for refuse collection was reasonable and reasonably incurred and (unless already paid) Mr French's proportion is due and payable to the landlord.**
90. The tribunal repeats its comments in respect of refuse collection in respect of 2013-2014. The cost relates to the hire of bins and the cost of regular refuse collection, which the tribunal finds was reasonable and reasonably incurred.

### **2015-2016**

#### **Cleaning – 2015-2016**

91. The cost claimed by the landlord in respect of cleaning was **£6,090.48**. Mr French submitted that a reasonable amount payable was £3,975.00
92. Mr French repeated his submission in respect of previous service charge years, referring to the LVT decision in 2008, and suggesting a reasonable charge would be £75 per week. The landlord's position was the same as for previous service charge years.

#### **Cleaning – 2015-2016 – the tribunal's decision**

93. **The tribunal finds that the sum of £6,090.48 for cleaning was reasonable and reasonably incurred and (unless already**



**paid) Mr French's proportion is due and payable to the landlord.**

94. The tribunal repeats the reasons in previous service charge years, and considers the charge was reasonable and reasonably incurred.

#### **Fire and Health and Safety Risk Assessment – 2015-2016**

95. The cost claimed by the landlord in respect of this item was **£1,500**. Mr French submitted that a reasonable amount payable was £0 (zero).
96. Mr French stated that the charge was higher than that for the previous service charge years. He submitted that the assessments were not acted on and were therefore of no value.
97. Mr Turl stated that there was no fixed period for carrying out of assessments. The onus was on the responsible party to decide whether an assessment was required. No assessment was carried out in 2017. Mr Phillips submitted that the fact that assessment was carried out by a company in the same group as the managing agents did not make the cost of the assessment unreasonable.

#### Fire and Health and Safety Risk Assessment – 2015-2016 – the tribunal's decision

98. **The tribunal finds that the sum of £1,500 for Fire and Health and Safety Risk Assessment was reasonable and reasonably incurred and (unless already paid) Mr French's proportion is due and payable to the landlord.**
99. The landlord's position was that the assessments were carried out frequently in the interests of good management having regard to the condition of the property.

#### **General Repairs and Maintenance 2015-2016**

99. The cost claimed by the landlord in respect of this item was **£8,537.46**. Mr French submitted that a reasonable amount payable was £3,115.46.
100. Mr French contended that although there were invoices for roof works, it was not clear what works had been carried out. He had inspected the roof with Mr Langan and others on 11<sup>th</sup> October 2016. He noted that there was no netting installed against pigeons, which work had been referenced in an invoice for £270.
101. The landlord's position in the Scott Schedule was that the works had been carried out. Mr Langan's evidence was that he did not recall if

there was pigeon netting at the time of the inspection. This issue had not previously been raised in correspondence. Mr French accepted that he had not raised this issue earlier. However, he stated that there was evidence of the presence of pigeons, for instance in the water tank. In their evidence both Mr Langan and Mr Turl accepted that they had not seen the pigeon netting.

#### General repairs and maintenance 2015-2016 – the tribunal’s decision

102. The tribunal finds that there is no satisfactory evidence that the pigeon netting works were carried out. In the circumstances the charge relating to pigeon netting for £270 is disallowed.
103. **In respect of the remainder of the works of general repairs and maintenance, the tribunal finds that the sum of £8,267.46 (£8,537.46 minus £270 above) was reasonable and reasonably incurred and (unless already paid) Mr French’s proportion is due and payable to the landlord.**

#### **Electricity Supply 2015-2016**

104. The cost claimed by the landlord in respect of this item was **£4,645.28**. Mr French submitted that a reasonable amount payable was £4,126.30.
105. Mr French contended that there were no invoices in respect of £518.98. The landlord’s position was that EDF used to bill on an estimated basis and at some stage during the year adjusted the bills paid with actual meter readings. Therefore, there was no need to specifically bill for £518.98. Over/under payments to EDF were adjusted in later bills.

#### Electricity supply 2015-2016 -the tribunal’s decision

106. **The tribunal finds that the sum of £4,645.28 was reasonable and reasonably incurred and (unless already paid) Mr French’s proportion is due and payable to the landlord.**
107. It was noted that Mr French did not contend that the charge was unreasonable, only that he had not seen an invoice for the amount. The service charge accounts including this expenditure amount were signed off by the accountant having been provided with the relevant records.

#### **Management Fees 2015-2016**

108. The cost claimed by the landlord in respect of this item was **£8,752.50**. Mr French submitted that a reasonable amount payable was £4,376.25.

109. Mr Turl explained that the management fee did not include a charge for late payments. Mr French contended that management accounts were delivered late and that there were questions about supporting invoices.
110. Mr Turl said that demands had been sent out and also a reminder letter and chasing letter.

Management Fees 2015-2016 – the tribunal’s decision

111. **The tribunal finds that the sum of £8,752.50 was reasonable and reasonably incurred and (unless already paid) Mr French’s proportion is due and payable to the landlord.**
113. Mr Turl and Mr French both accepted that the management fee does not include the charge for late payment. A late payment fee was not included in the management fee which was reasonable and reasonably incurred by the landlord.

**Accountancy Fees – 2015-2016**

114. The cost claimed by the landlord in respect of this item was **£691.20**. Mr French submitted that a reasonable amount payable was £0 (zero).
115. Mr French claimed that there were unresolved issues which he had referred to in respect of previous service charge years including missing invoices. The landlord’s position was that the fee was incurred and was reasonable.

Accountancy Fees – 2015-2016 – the tribunal’s decision

116. **The tribunal finds that the sum of £691.20 was reasonable and reasonably incurred and (unless already paid) Mr French’s proportion is due and payable to the landlord.**
117. The tribunal repeats the reasons provided in respect of the previous service charge period in respect of accountancy fees and considers the cost reasonable and reasonably incurred.

**Professional fees, Sundry expenditure and Directors’ insurance 2015-2016**

118. The cost claimed by the landlord in respect of this item was **£529.11**. Mr French submitted that a reasonable amount payable was £0 (zero).
119. The landlord conceded that Directors’ insurance of £197.11 should not form part of the service charge. Mr Turl was unable to say what the remainder of the charge (sundries) related to. The figure of £222 was

debt collection fees. Mr French submitted that there were no invoices provided to support the charges.

Professional fees, Sundry expenditure and Directors' insurance 2015-2016 – the tribunal's decision

120. The landlord conceded that the Directors' insurance did not form part of the service charge. There was no satisfactory evidence as to the items of expenditure comprising the charge for sundries of £110 and that charge was considered not to be reasonably incurred. The remainder of the amount (£222.00 which related to debt recovery) was reasonable and reasonably incurred.
121. **The tribunal finds that the sum of £222.00 was reasonable and reasonably incurred and (unless already paid) Mr French's proportion is due and payable to the landlord.**

2016-2017

**Cleaning 2016-2017**

122. The cost claimed by the landlord in respect of this item was **£6,090.48**. Mr French submitted that a reasonable amount payable was £4,240.00.
123. Mr French contended that the reasonable amount for the cleaning service in this service charge year was at the rate of £80 per week. There was no supporting comparable evidence provided.
124. The landlord submitted that there was no increase in cost from the previous year and repeated its submissions for the previous service charge years in respect of the reasonableness of the charge.

Cleaning 2016-2017 – the tribunal's decision

125. **The tribunal finds that the sum of £6,090.48 was reasonable and reasonably incurred and (unless already paid) Mr French's proportion is due and payable to the landlord.**
126. The tribunal repeats its reasons in respect of this item in respect of the previous service charge years.

**Lighting 2016-2017**

127. The cost claimed by the landlord in respect of this item was **£3,454.20**. Mr French submitted that a reasonable amount payable was £1,727.10.

128. Mr French questioned why a monthly contract was required and he questioned why there appeared to be a lot of replacements of fittings, bulbs and tubes on the second floor in particular. He accepted that the work had been carried out.
129. The monthly contract for the lighting work was included in the hearing bundle. Mr Turl explained that there was a proactive lighting programme and there was monthly attendance to check the lighting and report to the managing agents.

#### Lighting 2016-2017 – the tribunal’s decision

130. **The tribunal finds that the sum of £3,454.20 was reasonable and reasonably incurred and (unless already paid) Mr French’s proportion is due and payable to the landlord.**
131. The tribunal is satisfied that attending to the lighting work was reasonable and that the costs were reasonable and reasonably incurred.

#### **General repairs and maintenance 2016-2017**

132. The cost claimed by the landlord in respect of this item was **£20,707.86**. Mr French submitted that a reasonable amount payable was £10,353.93.
133. Mr French contended that the works undertaken in this item constituted a major works programme and ought to have been the subject of the consultation procedures under s. 20 of the Landlord and Tenant Act 1985. He also commented that there had been charges for roof works in recent years and that from his visits to view the roof it was not clear to him what work had been carried out except that the water tanks had been replaced and there had been some asphalt and sealing work. He contended that some works, such as for the window section of the High Road facing elevation, were the result of disrepair.
134. Mr French accepted that no single item was above the threshold. He claimed that the landlords might have obtained a lower price for the work but provided no alternative quotes or other evidence to support this.
135. The landlord’s position was that the works of repair and maintenance were carried out in a piecemeal manner and were not the subject of a major works contract. Mr Turl said that works had been carried out to the roof in June 2017.
137. Mr Phillips submitted that none of the figures were over £250 per year and that these were works throughout the year and not one large

project. Mr Phillips referred to an invoice from K M Cleaning dated 25<sup>th</sup> August 2016. This was not part of a programme of planned major works but general repairs and maintenance as the need arose.

General repairs and maintenance 2016-2017 – the tribunal’s decision

138. **The tribunal finds that the sum of £20,707.86 was reasonable and reasonably incurred and (unless already paid) Mr French’s proportion is due and payable to the landlord.**
139. The works were reasonable works of maintenance and repair having regard to the condition of the building at that time. They were reactive maintenance and repair and were close together in time. However, these did not constitute a major works scheme. The invoices fell below the statutory threshold and no s.20 consultation was required.
140. There was no satisfactory evidence to support Mr French’s contention that a less expensive price could have been obtained. The work and cost incurred by the landlord was within a reasonable range and did not need to be the cheapest price.

**Management Fees 2016-2017**

141. The cost claimed by the landlord in respect of this item was **£8,752.00**. Mr French submitted that a reasonable amount payable was £6,564.00.
142. Mr Turl noted that the management fee for the year in question remained at £221 plus VAT per flat.
143. Mr French submitted that the management seemed mostly reactive and that there was a lack of explanations for expenditure. He claimed that invoices covered three quarters of the year. He said that he had not made any effort to see whether another firm could carry out the management at a cheaper rate as he was ‘worn down’ from making complains and getting nothing done.

Management Fees 2016-2017 – the tribunal’s decision

144. **The tribunal finds that the sum of £8,752.00 was reasonable and reasonably incurred and (unless already paid) Mr French’s proportion is due and payable to the landlord.**
145. The tribunal repeats its comments regarding the management fees in respect of previous service charge years and considers that the costs were reasonable and reasonably incurred.

### **Non-domestic waste removal 2016-2017**

146. The cost claimed by the landlord in respect of this item was **£889.49**. Mr French submitted that a reasonable amount payable was £444.75.
147. Mr French contested the charge on the basis of absence of information about what work was done and absence of proactive steps to prevent dumping.
148. The landlord's position was that the charges related to removal of non-domestic waste and were necessary and reasonable.

### Non-domestic waste removal 2016-2017 – the tribunal's decision

149. **The tribunal finds that the sum of £889.49 was reasonable and reasonably incurred and (unless already paid) Mr French's proportion is due and payable to the landlord.**
150. The tribunal repeats its comments regarding non-domestic waste removal / refuse collection in respect of previous service charge years and considers that the costs were reasonable and reasonably incurred.

### **Professional Fees – 2016-2017**

151. The cost claimed by the landlord in respect of this item was **£9,366.60**. Mr French submitted that a reasonable amount payable was £0 (zero).
152. Mr French stated that this figure related to three invoices. Two of these were charges from Watts surveyors, relating to major works which had not been carried out and for assistance with emergency works. Mr French submitted that the work would not have been necessary, had the landlord kept the building in repair. The other invoice was from a firm of solicitors relating to liability for dilapidations, he claimed that if this was advice to the landlord it should not have been charged to the service charge.
153. The landlord's position was that these charges related to preliminary work to identify the defects in the building and the remedial steps. Watts were instructed to carry out a condition survey. This formed the basis of discussions with the leaseholders about the major refurbishment of the building. The estimated cost was in the region of £1 million. However, when it became apparent that urgent electrical and fire and safety works were required, Watts split the report into two, identifying the urgent works and the remainder which related to cosmetic refurbishment.

Professional fees 2016-2017 – the tribunal’s decision

154. **The tribunal finds that the sum of £9,366.60 was reasonable and reasonably incurred and (unless already paid) Mr French’s proportion is due and payable to the landlord.**
155. The tribunal considers that the landlord’s aspirations to appoint professionals to identify steps required to maintain and repair the building within their responsibility, were reasonable. That the most urgent works were carried out first was also reasonable. The tribunal finds the costs reasonable and reasonably incurred.

**Directors’ insurance**

156. This item was conceded by the landlord and no sum is due in respect of this.

**2017-2018**

**Cleaning 2017-2018**

157. The cost claimed by the landlord in respect of cleaning was **£6,090.47**. Mr French submitted that a reasonable amount payable was £4,240.
158. Mr French repeated his submission in respect of previous service charge years, referring to the LVT decision in 2008, and suggesting an increased figure as a reasonable charge of £80 per week for three hours cleaning per week. The landlord’s position was the same as for previous service charge years.

Cleaning – 2017-2018 – the tribunal’s decision

159. **The tribunal finds that the sum of £6,090.47 for cleaning was reasonable and reasonably incurred and (unless already paid) Mr French’s proportion is due and payable to the landlord.**
160. The tribunal repeats the reasons in previous service charge years, and considers the charge was reasonable and reasonably incurred.

**Refuse Collection – 2017-2018**

161. The cost claimed by the landlord in respect of refuse collection was **£5,799.60**. Mr French submitted that a reasonable amount payable was £0 (zero).



162. In the Scott Schedule Mr French made various objections in respect of this charge, including in respect of hiring the bins, as opposed to purchasing these. He also contended that no invoices had been provided to him in respect of some of the costs and that some related to previous years. He stated that he had provided some screen shots of quotes by euro bins.
163. The landlord set out charges from Lambeth Council which had been paid for domestic bin hire and recycling in the Scott Schedule. The previous year (2016-2017) did not include a charge for this item and therefore it was reasonable that Lambeth would have caught up with the charges for the 2017-2018 service charge year. The quotation was on the same specification as Lambeth use, but he did not know whether landlords were permitted to use their own bins as part of the refuse collection service.

#### Refuse Collection 2017-2018 – the tribunal’s decision

164. **The tribunal finds that the sum of £5,799.60 for refuse collection was reasonable and reasonably incurred and (unless already paid) Mr French’s proportion is due and payable to the landlord.**
165. The tribunal repeats the reasons in previous service charge years, and considers the charge was reasonable and reasonably incurred.

#### **Lighting 2017-2018**

166. The cost claimed by the landlord in respect of lighting was **£8,072.46**. Mr French submitted that a reasonable amount payable was £4,036.23.
167. Mr French submitted that lighting charges in recent years had been substantial and that new fittings had been installed relatively recently.
168. The landlord’s position was that significant work had been undertaken in an effort to improve the building, the main costs being the installation of LED lighting and car park lighting. The replacement was to LED lighting which is readily available.

#### Lighting 2017-2018 – the tribunal’s decision

169. **The tribunal finds that the sum of £8,072.46 for lighting was reasonable and reasonably incurred and (unless already paid) Mr French’s proportion is due and payable to the landlord.**

170. The tribunal repeats the reasons in previous service charge years, and considers the charge was reasonable and reasonably incurred.

### **Fire and Health and Safety Risk Assessment**

171. The cost claimed by the landlord in respect of fire/Health and Safety Risk Assessment was **£1,842** Mr French submitted that a reasonable amount payable was £1,000.
172. Mr French questioned why annual assessments were required and whether the work should have been carried out by a company connected with the managing agents.
173. The landlord's position was that the building was considered to be a high-risk building for example because of its age and that it is more than three storeys high. The recommendation was that there should be a review every year and the assessment should be redone every three years.

### Fire and Health and Safety Risk Assessment

174. **The tribunal finds that the sum of £1,842 for Fire and Health and Safety Risk Assessment was reasonable and reasonably incurred and (unless already paid) Mr French's proportion is due and payable to the landlord.**
175. The tribunal repeats the reasons in previous service charge years, and considers the charge was reasonable and reasonably incurred.

### **General Repairs and Maintenance**

176. The cost claimed by the landlord in respect of fire/Health and Safety Risk Assessment was **£5,258.25**. Mr French submitted that a reasonable amount payable was £3,551.52.
177. Mr French submitted that some of the costs were not supported by invoices. Mr Turl stated that the invoices supporting the charges were included in the bundle documents. Mr Phillips submitted that Mr French had previously been provided with invoices prior to the hearing in respect of the costs claimed.

### General Repairs and Maintenance 2017-2018 – the tribunal's decision

178. **The tribunal finds that the sum of £5,258.25 was reasonable and reasonably incurred for General Repairs and Maintenance and (unless already paid) Mr French's proportion is due and payable to the landlord.**

179. The tribunal repeats the reasons in previous service charge years, and considers the charge was reasonable and reasonably incurred.

### **Management Fees 2017-2018**

180. The cost claimed by the landlord in respect of Management Fees was **£9,900.00**. Mr French submitted that a reasonable amount payable was £4,950.
181. The management fee for this year had increased to £250 per flat. The level of management fees had remained the same for some time. The charge reflected the level of work required to manage this building. Mr French adopted his submissions in respect of the previous service charge years.

### Management Fees 2017-2018 – the tribunal’s decision

182. **The tribunal finds that the sum of £9,900.00 was reasonable and reasonably incurred for Management Fees and (unless already paid) Mr French’s proportion is due and payable to the landlord.**
183. The tribunal repeats the reasons in previous service charge years, and considers the charge was reasonable and reasonably incurred.

### **Insurance Revaluation**

184. The cost claimed by the landlord in respect of Insurance Revaluation was **£1,047.00**. Mr French submitted that a reasonable amount payable was £0 (zero).
185. Mr French submitted that there was an unexplained increase in the building valuation. He had not obtained any alternative quotations and provided no supporting evidence that the valuation was incorrect. He had not written to the landlord or managing agents raising any questions about the valuation.
186. The landlord’s position was that this was a budgeted cost item. The Revaluation was carried out by Chartered Surveyors.

### Insurance Revaluation 2017-2018 – the tribunal’s decision

187. **The tribunal finds that the sum of £1,047.00 was reasonable and reasonably incurred for Insurance Revaluation and (unless already paid) Mr French’s proportion is due and payable to the landlord.**

188. There was no evidence to support the challenge to the revaluation figure which was provided by Chartered Surveyors. The tribunal considers that cost was reasonable and reasonably incurred.

### **Buildings Insurance 2017-2018**

189. The cost claimed by the landlord in respect of Buildings Insurance was **£10,349.39**. Mr French submitted that a reasonable amount payable was £9,000.
190. Mr Turl explained that the valuation of the building had increased. The insurance period was not the same as the service charge year. The insurance valuation was in September 2017. The insurance was arranged through a broker, St Giles of London. The insurance was tendered.

### Buildings Insurance 2017-2018

191. **The tribunal finds that the sum of £10,349.39 was reasonable and reasonably incurred for Buildings Insurance and (unless already paid) Mr French's proportion is due and payable to the landlord.**
192. The insurance was arranged through an independent broker. No evidence of alternative quotations was provided. The tribunal considers that the cost was reasonable and reasonably incurred.

### **Directors' Insurance 2017-2018**

193. This item was conceded by the landlord and no sum is due in respect of this.

### **Fire Risk and Health and Safety Works 2017-2018**

194. Mr French's proportion of the cost claimed by the landlord in respect of Fire Risk and Health and Safety Works was **£2,874.64**. Mr French submitted that a reasonable amount payable was £1,437.32.
195. Mr French stated that works had been carried out between November 2017 and January 2018. He had provided observations during the statutory consultation procedure. The landlord applied for dispensation with the consultation procedure, which was granted. He submitted that not all of the works were necessary, for example, replacement of the hinges on the fire doors. He claimed that some of the works carried out were not of a reasonable standard, for example, that three fire doors on the third floor of the building (where his flat is situated) do not shut properly. In his oral evidence at the hearing Mr French said that his

concerns were that: (1) the communal doors do not work properly, that they did not close flush, have a gap between them and that the closures do not work properly. (2) the electrical meters and installations were boarded up. (3) The hinges installed differed from the specification.

196. Mr Langan said that the urgent works proposed were the electrical and fire and safety works. The electrical works were not the subject of a challenge and had been completed. Dispensation from the requirements of s.20 was applied for because the matter had become urgent. The London Fire Brigade intervened and a second dispensation application was made.
197. Dispensation from the statutory consultation procedures under section 20 of the Landlord and Tenant 1985 Act described in the Specification of Fire and Safety Works dated August 2017, was granted by the tribunal under reference number LON/00AY/LDC/2017/0122 dated 12<sup>th</sup> December 2017. It was submitted that in particular paragraphs 39 to 41 of the determination supported the reasonableness of the expenditure. Mr French claimed that his observations should have been taken into account even though dispensation was granted.
198. Mr Langan explained that the works were approved by the London Fire Brigade. The specification of works had been put out to tender. The contractor was supervised by Houston Lawrence Property Services. Certificates of payment during the course of the works were produced during the works. Included in the documents provided were emails between the managing agents and the Watch Manager, Fire and Safety Inspecting Officer, Lambeth and Wandsworth Fire Safety Team, in respect to the completion of the works.
199. In respect of Fire Risk Assessments, Mr Turl said that there had been assessments during 2013-2014 and 2017-2018. There had been a fire risk assessment since the works were completed.

Fire Risk and Health and Safety Works 2017-2018 –the tribunal’s decision

200. Mr French had claimed that the works had not been carried out in accordance with the specification, for example the specification and contract sum included an amount for door closers. He claimed that many of the works in the specification were taken out or done more cheaply. During the hearing Mr French requested that the tribunal inspect the building. The tribunal inspected the building.
201. The inspection

During the inspection the tribunal observed that the fire doors in the corridors included an intumescent strip. The tribunal also observed

that one door from the car park to the common parts basement area did not close flush at the time of the inspection. This required a simple adjustment which the managing agents stated would be addressed. It was noted that there were second line fire doors in the vicinity. In respect of the door in the common parts close to Mr French's flat, this door could be kept open if opened to 180 degrees. This is a management matter and the managing agents should address this. The complaints in respect of banging of doors was also a management matter. The tribunal does not consider that these matters are reasons to disallow the costs of the major works.

Mr French claimed that the cost of painting on the staircase nosing was too high. He pointed out during the inspection, that the painted nosing appeared to be chipped. However, he did not claim that the workmanship was other than of a reasonable standard and provided no evidence of alternative cost.

A valuation sheet was provided which the tribunal was told was the final valuation sheet for works in respect of the Specification for Improvements to Fire Control and Compartmentation August 2017. Item 2.4.9 - Construct fire resistant enclosures to electrical meters, consumer units and the like, was certified at £1,149.00 to reflect the amount of work completed.

The tribunal noted, during the inspection, that there was boarding over electrical meters which had been screwed shut. The contract specification had doors on the compartments. This had been changed from doors to panels. The doors had been omitted from the specification and were not charged for. However, the tribunal were shown two panels. One was in place and the other was off. There are leaseholders' electricity meters behind this. The tribunal considers that the panels fixed over the electricity meters were not fit for purpose. Having considered the evidence and inspected the building, the tribunal reduces the above figure of £1,149 by 10%.

202. **The tribunal finds that the sum of £2,759.74 (£2,874.64 minus £114.90 referred to above) was reasonable and reasonably incurred and is Mr French's proportion of the costs of this item and (unless already paid) is due and payable to the landlord.**

#### **Fire Safety Patrol Service 2017-2018**

203. Mr French's proportion of the cost claimed by the landlord in respect of Fire Safety Patrol Service / waking watch was **£2,207.45**. Mr French submitted that a reasonable amount payable was £0 (zero).

204. Mr French stated that the Fire Service had threatened to close the building and the managing agents appointed fire wardens to prevent this. He alleged that had the managing agents and landlord acted on the recommendations of previous Fire Risk and Health and Safety recommendations, that the patrols would not have been necessary.
205. The landlord's position was that dispensation was granted in LON/00AY/LDC/0123 and that in particular, paragraphs 34-36 of that decision dated 4<sup>th</sup> December 2017, supported the reasonableness of the expenditure.

Fire Safety Patrol Service 2017-2018 –the tribunal's decision

206. **The tribunal finds that the sum of £2,207.45 was reasonable and reasonably incurred and is Mr French's proportion of the costs of Fire Safety Patrol Service and (unless already paid) is due and payable to the landlord.**
207. The fire services provided guidance to the landlords and managing agents in respect of current fire safety requirements. The tribunal was told by and on behalf of the landlord that some works had been carried out following the previous fire safety assessments. The expectations of the fire services and occupants regarding fire safety requirements in recent years has been amplified. The landlords complied with the requirements and instructions of the fire services in respect for Fire Safety Patrol Service. There was no specific evidence provided by Mr French to support his contention that any alleged failure to comply with the previous fire assessments directly led to or caused the requirement for and cost of fire wardens.

**Late Payment Administration Fee – 2017-2018**

208. Mr French's proportion of the cost claimed by the landlord in respect of late payment administration fee was **£150**. Mr French submitted that a reasonable amount payable was £0 (zero).
209. The landlord's position was that no payments for service charges had been made directly by Mr French since 2013. These were charges for chasing the sums due, including reviewing and monitoring Mr French's account and sending reminders. Not all the service charges were in dispute. Notwithstanding this, no payments were made. This was in respect of the first stage of the recovery process which was the cost of chasing late payments.

Late payments administration fee 2017-2018 – the tribunal's decision

210. **The tribunal finds that the sum of £150 was reasonable and reasonably incurred and is Mr French's proportion of the**

**costs of late payments administration fee and (unless already paid) is due and payable to the landlord.**

211. There had been a substantial delay in the payment of the service charges and the tribunal finds the costs reasonable and reasonably incurred.

**Instruction Fee 2017-2018**

212. Mr French's proportion of the cost claimed by the landlord in respect of instruction fee was **£250**. Mr French submitted that a reasonable amount payable was £0 (zero).
213. The landlord's position was that this fee was incurred in instructing the third-party debt collection agency. This was the second stage of the process of debt recovery in respect of the service charges. Details of the work involved was set out in the Scott Schedule.

Instruction fee 2017-2018 – the tribunal's decision

214. **The tribunal finds that the sum of £250 was reasonable and reasonably incurred and is Mr French's proportion of the costs of instruction fee and (unless already paid) is due and payable to the landlord.**
215. There had been a substantial delay in the payment of the service charges and the tribunal finds the costs reasonable and reasonably incurred.

**Claimant's costs, Court Fees, Claim Form**

216. These items are not within the tribunal's jurisdiction

**Section 20C and Paragraph 5A.**

217. The tribunal considered whether an order for the limitation of the landlord's costs in the proceedings under section 20C of the Landlord and Tenant Act 1985 should be made. This provision gives the tribunal power on the application of the tenant, to make an order that such costs are not to be included in the service charge payable by the tenant or any other persons specified in the section 20c application.
218. The tribunal considered whether an application limiting payment of the landlord's costs under paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002 should be made. This provides that a tenant may apply to the tribunal for an order that a court or tribunal which reduces or extinguishes that tenant's liability to pay an



'administration charge in respect of litigation costs' i.e. contractual costs in a lease.

219. The tribunal considers that in the exercise of its discretion, having heard the parties and having regard to its findings in respect of the majority of the items in dispute, that there should be no order made under s.20C or Paragraph 5A. In the circumstances the tribunal makes no such orders.

**Name:** First-tier Tribunal Judge  
Seifert

**Date:** 17<sup>th</sup> November 2019

### **Rights of appeal**

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the Tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).