

5306

RESIDENTIAL PROPERTY TRIBUNAL SERVICE

**LEASEHOLD VALUATION TRIBUNAL FOR THE LONDON RENT
ASSESSMENT PANEL**

CASE NUMBER: LON/00AW/LSC/2009/0689

IN THE MATTER OF FLAT 5 34 PONT STREET LONDON SW1X OAD and

**IN THE MATTER OF THE LANDLORD AND TENANT ACT 1985 SECTIONS
27A and SECTION 20C**

**Parties : Cavendish Offices & Houses
Investments Limited and
Nearfine Limited Applicant**

Stephen John Pritchard Respondent

**Representatives : For the Applicant:-
Miss C Ford – Counsel
Miss H Stamp – Solicitor
from Thring Townsend Lee & Pembertons
Dr R Etminan (Director of Nearfine Limited)
Mr R Brayham
Miss V Shaw
Mr D Stubbenhagen**

**For the Respondent:-
Mr M Llandra – appearing on behalf of
Mr S J Pritchard
Mr I Learner
Mr S J Pritchard**

**Date of Transfer from
West London County
Court : 12th October 2009**

**Date of Hearings : 15th March 2010
7th May 2010
11th August 2010**

**Tribunal Members : Mr A A Dutton – Chairman
Mr T W Sennett MA FCIEH
Mrs G B Barrett - JP**

Date of Decision : 6th September 2010

DECISION

The Tribunal's Decision on the numerous items in dispute is set out on the attached Schedules for ease of reference. The Findings in respect of those Decisions are contained in the Reasons set out below.

REASONS

A. BACKGROUND

1. Proceedings in this matter were commenced in the West London County Court on the 9th March 2009 by the then Landlord, Cavendish Offices & Houses Investments Limited ("Cavendish"). It appears that in 1997, Nearfine Limited, a company in effect owned by Dr Erza Etminan, purchased the shares in Cavendish and the Tribunal was told at a Directions hearing held on the 24th November 2009 that Nearfine was now the Landlord for the subject premises.
2. In those County Court Proceedings Cavendish sought to recover £26,007.63 in respect of arrears of service charges due respectively on the 30th June 2007, the 31st December 2007, the 30th June 2008 and the 31st December 2008. It appears also that the rent payable under the lease had not been paid on the 21st December 2008, but that is not a matter for this Tribunal to consider. By a counterclaim dated the 27th April 2009 Mr Pritchard sought both to defend the claim brought by Cavendish referring to two applications before the Leasehold Valuation Tribunal to which we will refer in a moment, and also challenging the reasonableness of service charges from the period since July 2003 to date. The defence sought a stay of the proceedings pending the determination of the reasonableness of the service charges by this Tribunal.
3. The defence went on to raise issues relating to the contributions payable under the lease which it was asserted exceeded 100% and

that various services provided were unnecessary and unreasonably incurred. A schedule of a number of items in dispute was included in the defence document.

4. The counterclaim with the defence raised, firstly, that the defendant's liability to contribute towards the costs of providing services in each of the years should not exceed 24% and that thus there had been an overpayment of 3.3% and further that insofar as the service charges specifically referred to in the defence were concerned, those were unreasonable and that the defendant was entitled to reimbursement of same.
5. At a Directions hearing held by telephone on the 24th November 2009 it was agreed as follows:-

7. The Tribunal also raised the issue of the precise terms in which the current action was transferred to the Tribunal by the County Court. Both parties agreed that it was sensible for the Tribunal to determine all matters relating to the service charges in dispute rather than merely the reasonability of the service charges. Accordingly, the Tribunal will determine all matters relating to liability.

The Directions then went on to deal with the disclosure of documentation.

6. In the Directions and in the County Court proceedings mention was made of two actions involving Nearfine Limited and Mr Pritchard. The first was an application by Mr Pritchard under Part IV of the Landlord & Tenant Act 1987 seeking a variation of the lease for the reasons stated in the Defence, namely that the sums collected by Cavendish exceeded 100%. We do not need to go into the details of that decision other than to say that by consent it was ordered that the lease to Flat 5 was to be varied so that the service charges payable by Mr Pritchard changed from 3/11ths to 24% of the total service

charge. The application also included a wish to vary the management charge contained in the lease where a figure of 15% was being claimed. The Tribunal's decision on this was that they did not have jurisdiction to make the variation requested. Their opinion was;

"Any such challenge to the amount of the service charge must be made under Section 27A of the Landlord & Tenant Act 1985 and such determination would be made taking into account the terms of the lease which was entered into by both parties".

No order was made on an application under Section 20C of the Landlord & Tenant Act by the Applicant.

7. The second application involving these parties is under case number LON/00AW/LSC/2009/145 (the same reference as the 1987 Act application). This however was an application by Nearfine Limited, the purpose of which was to obtain approval as to whether the proposed works to the caretaker's flat were recoverable as a service charge and also whether a fee of £3,000 plus VAT in respect of Epsilon Management Services was recoverable. We do not need to consider this decision to any great degree because it is recorded at paragraph 24 that an agreement had been reached between Nearfine and a Mr Pritchard and that no determination was required by the Tribunal so far as Mr Pritchard was concerned. The agreement reached was confidential and not disclosed to the Tribunal. That agreement came to light again during the course of these proceedings and we shall refer to it as necessary in due course.

8. The issues in this case are wide reaching insofar as the scale upon which the challenge is made by Mr Pritchard. The paperwork produced to us was extensive and continued to grow during the course of the hearing, which commenced on the 15th March, but which had to be continued in May and then in August. In a skeleton argument to the Tribunal on behalf of the Applicant, the extent of the issues in dispute are set out confirming that we are required to deal with service charge demands from July 2003 through to December

2009. The invoices accompanying those demands as set out on a Scott Schedule were contained in one bundle before us, running to excess of 400 pages. The main bundle containing the court pleadings, statements, lease, etc., also ran to in excess of 400 pages. According to the skeleton argument, there was some £37,688.64 outstanding and for the period 1st July 2008 to the 31st December 2009 no contribution had been made to the service charges by Mr Pritchard. We were told also that in the period from January 2007 to June 2008 any contribution that was found to be due from Mr Pritchard towards the costs of Mr Dennis Stubbenhagen's retainer was paid by another Tenant. The skeleton argument then went on to deal with the issues in dispute listing those.

9. In a skeleton argument filed by Messrs Sebastian's, solicitors acting for Mr Pritchard up to the date of the hearing, they sought to argue that the notices under Section 20B had not been complied with and that as a result of that failure, Mr Pritchard was entitled to withhold the service charge payments from the time that that provision came into effect to date. It appears, however, that this matter was corrected in January 2010. The skeleton argument then went on to deal with what was stated to be the major items in dispute which related to the caretaker's settlement and payment of Council Tax in respect of the caretaker's accommodation, a water mains contract, the involvement of Mr Stubbenhagen, the management fee of 15% and specific invoice items that were disputed.

10. The title set-up is as follows; there is a Head Lease dated the 15th October 1981 between the Honourable Charles Gerald John Cadogan (1) Cadogan Estates Limited (2) and Cavendish (3). This lease is for a term of 64 years from the 24th June 1981 with ground rents reserved and rising. There are certain matters contained in that lease which are relevant to this application, in particular the provision at Clause 2(11) relating to the use of the premises which stipulates amongst other things that the basement front is to be utilised as a

caretaker's flat and the basement rear as Tenant's stores or in conjunction with the ground floor flat to form a self-contained maisonette to be used as a private residence in one family occupation only PROVIDED that this clause shall not come into operation so far as the basement rear is concerned until such time as the lessee obtains possession thereof. Under paragraph 2(12)(c) provisions relating to the caretaker are contained as follows:-

“(c) To provide for the demised premises throughout the said term a full time caretaker (who shall not be the lessee or a director or other officer of the lessee if a company) who shall reside in the caretaker's flat, rent free, as a licensee on a service basis and whose duties shall include :-

(i) the cleaning of the entrances, staircases, halls, passages and landings of the demised premises and the lift (if any) therein

(ii) the daily emptying of the garbage bins of the Tenants of the demised premises

(iii) attending to and refuelling the communal boilers in the demised premises

(iv) receiving and delivering to the several Tenants of the demised premises all letters, messages and parcels

(v) reporting to the lessee all defects in or to the common parts of the demised premises and

(vi) the prevention of unauthorised persons from entering the demised premises”

11. The lease under which Mr Pritchard holds is an underlease deriving from that Head Lease made originally by Cavendish to a Mrs Levinge. This lease originally indicated that the Tenant had an obligation to contribute 3/11ths of the costs and expenses incurred by the lessor in the performance of its covenants contained under the Head Lease

and under Clause 3 of the Underlease. It also included at paragraph 2(3) an obligation to pay;

“an annual management charge equal to 15% of the total payable by the lessee as aforesaid such proportion (3/11ths) shall be ascertained by the auditors for the time being of the lessor in respect of the six monthly periods ending on the 30th day of June and the 31st day of December in each year.....”

That clause went on to provide that a sum not exceeding £200 could be paid into the sinking fund to offset wholly or in part the costs of repairs covenanted to be carried out. The Lessor's covenants were clearly set out at Clause 3 of the lease and in the First Schedule the rights which went with the property were included and the Second Schedule the reservations. The rights included the usual rights to pass and repass over the common parts of the building, to use the passages and lifts and the uninterrupted passage of running of water, soil, gas, electricity, etc. It is appropriate to note at this point that there appeared to be no right in this schedule to use the storage facilities in the basement referred to in the Head Lease which are of course rights reserved to the Tenant of that lease (Cavendish). The Third Schedule set out the services which the Landlord must provide which included the services of a resident caretaker and at Clause 6 of the Third Schedule the following wording is to be found:-

6. The services of a resident caretaker (the cost of the provisions of which shall be deemed to include wages and all other expenses incurred of and incidental to such employment the costs of the maintenance upkeep and repair of and outgoings payable in respect

of the flat occupied by such caretaker together with the rack rent letting value of such flat) who shall carry out such duties as the lessor may from time to time direct and without prejudice to the generality of the foregoing the following specific duties.....”

which then repeat those contained in the Head Lease. At paragraph 7 of this Schedule there is a catch all clause which states as follows:-

“Such other services of whatever kind as the lessor shall in its reasonable discretion consider advisable or beneficial in connection with the occupation of any part or parts of the building and for the benefit of the Tenants of the building.”

B. ISSUES

12. Although in the skeleton argument and in the defence there appeared to be a number of matters that were in dispute under generic headings Mr Llandra on behalf of Mr Pritchard conducted the case on the basis that the vast majority of individual invoices were susceptible to challenge. Those individual invoices are dealt with in the Schedules attached, but it is appropriate to record the groups into which these challenges fell, at least at the commencement of the hearing, although certain items were agreed.

13. In relation to the caretaker, there was a challenge for each year in question in respect of

- the cost of the telephone provided to the caretaker
- the electricity for the caretaker's flat
- the caretaker's wages

- the rack rent attributable to the caretaker's flat
- the caretaker's Council Tax and water rates and the caretaker's expenses.
- the caretaker's employment settlement

It is right to record that during the course of the hearing Mr Pritchard conceded that there would be no challenge to the caretaker's wages, nor for a certain period for the caretaker's Council Tax. The caretaker's water rates were not disputed, and although some of the caretaker's expenses were, the bulk were not.

- Gas and oil was not in dispute at any time and it was not something that we needed to deal with.
- Heating maintenance conducted by a company HH Abbs & Co was in part disputed
- There was a general challenge to the property repairs and maintenance invoices levied by Mr Stubbenhagen for reasons that we will refer to later.
- There were challenges to surveyor's fees and legal costs.
- The accountancy fees were conceded by Mr Pritchard early in the proceedings and we did not need to make a finding on those.
- The management charge of 15% was challenged for each year.
- A challenge was made to the costs of major works relating to the water supply and costs that were associated, it was believed by Mr Pritchard, therewith. The challenge was not the cost but

the 'fact' that the works had not been completed, so it was said on behalf of Mr Pritchard

- There was also a challenge to some specific invoices relating to attendances at the property by others, e.g. surveyors which were associated with the works to the caretakers flat and which were the subject of the confidential agreement reached between Nearfine and Mr Pritchard in the above mentioned LVT case and therefore not recoverable.

14. By the Second Schedule prepared after the first day of hearing there were challenges made to all invoices produced by Mr Stubbenhagen during the period in dispute. It was necessary for the Tribunal to trawl through nearly all these invoices so that the matters could be determined once and for all. The Schedule runs to some 25 pages and as we have indicated above our findings have been annotated on that Schedule for ease of reference. We will in the Findings section deal with our reasons behind those findings. We have done the same with the first schedule produced and which deals with other expenses.

15. It is appropriate at this stage to refer to the Order that was made in the Section 27A application referred to above under case ending 0145. A form of Tomlin order was produced to us at the hearing setting out the agreed terms. We do not need to go into detail other than to say that a sum of money was agreed to be paid by Mr Pritchard to the Applicant in full and final settlement of the application and that the terms were to be kept confidential. The issue that we

needed to determine was whether or not "full and final settlement" meant just that and what expense was caught by that phrase.

C. HEARING

16. We hope that the parties will forgive us if we do not recount the evidence that we received in minutia over the 3 days of hearing and the final morning of submissions. The first matter that was raised related to the settlement payment made to the caretaker apparently because she was being paid less than the minimum wage. It appears that this error was corrected from 2005 but not prior thereto. The caretaker had claimed just short of £30,000 in damages but following negotiations between solicitors acting for both the caretaker and the Applicant, the matter was compromised upon payment of the sum of £17,500 dealt with by way of a Compromise Agreement. In the Respondent's Statement of Case it was argued that the under payment of the caretaker by the Applicant was a breach of employment legislation and the Applicant's failure to comply with the law should not therefore have impacted on the Respondent. It was suggested that the reduction in payment to the caretaker benefitted the Respondent in respect of reduced wages, although no payslips had been produced. The Respondent accepted that there was an obligation to contribute to the caretaker's wages but did not accept the evidence provided. In the Response it was stated that;
- "the Respondent's position is he cannot be liable for any legal costs or other expenses relating to the claim brought by the former caretaker".*

In the skeleton argument this is taken up and goes on to indicate that if the Tribunal considers that the Respondent should make a contribution then it would be unreasonable to pay the legal costs and the management charge in respect of the settlement of the claim. It was also suggested that a sum of £3.50 per day should have been deducted from the caretaker's wages for her accommodation.

17. The Respondent did not pursue an argument with regard to the payment of wages, but did dispute the rack rent valuation put on the subject property. The only evidence that we had in this regard was to be found in an email from Laura Murphy MRCIS which states as follows addressed to Richard Brayham:-

"Dear Richard, further to our conversation yesterday I think we can place a rental value of £175 p/w on the flat in its current shell condition which would give you an annual rent of £9,100."

Mr Pritchard's case was that the property in its present parlous state could not be let for that level of return. Indeed, it was noted that the flat was in such a poor condition that the caretaker had moved out in 2008 and was now living in a back section of the basement. Simply put, Mr Pritchard's case was that the flat was uninhabitable and therefore had no rack rent value. In fact, the Landlord was not seeking to recover the full rack rent from the lessees. For the early part of the claim the sum of £6,000 per annum was claimed raising to £6,300 and to £6,930 at all material times however below the rack rent suggested by Douglas and Gordon through Laura Murphy.

18. A challenge was made to the caretaker's Council Tax from January 2005 to date. We were told that the Landlord paid Council Tax for the flat that the caretaker should occupy and that the caretaker presently pays Council Tax for the flat that she actually occupies. In a contract of employment made between Cavendish and the original caretaker made in January 2005 it appears to indicate that Cavendish would pay the Council Tax for the caretaker's flat. The first contract of employment entered into by Mrs Bailey on the 1st April 2001 also contained provision for the company to pay the Council Tax. Dr Etminan indicated that the caretaker had not pay Council Tax on the front flat since 2005 and he handed out bank statements to the Tribunal which he was not willing to show to the Respondent purporting to show that this was the case. He told us that when the caretaker moves into the front flat she will be paying the Council Tax, but that the rear unit will still be liable to Council Tax which will be chargeable. Mr Llandra however also felt that there should be an accommodation offset.

19. In respect of caretaker expenses the issue here was that there appeared to be a lack of supporting invoices, although Mr Llandra on behalf of Mr Pritchard did not dispute the cost of cleaning materials.

20. Moving away from the caretaker one of the major causes of concern was the employment of Mr Dennis Stubbenhagen to carry out running repairs and attendances to the subject premises. We were told that he was paid an annual retainer of £640 for each 6 months, plus VAT.

For this, he provided 24 hour care and inspections, and any extra costs were paid separately. It was the Tenant's case that these fees should come out of the overall 15% management charge, and they also queried the fact that 15% management charge was levied on Mr Stubbenhagen's fees. We were told Mr Stubbenhagen was a builder of many years experience and had worked for the Landlord company for some 20 years. There was a minute examination of each of the invoices of Mr Stubbenhagen which we do not need to recount in detail. There were general allegations that some of his attendances were not necessary and could have been carried out by the caretaker, or that they would have been included within his management fee, or within the management fee chargeable by the Landlord.

21. During the first day an issue was also raised in respect of a charge made for legal costs following the service of a Section 146 Notice. It was suggested that this had been served alleging a breach of the lease in respect of the creation of a terrace but this matter was subsequently withdrawn. Although it related solely to Mr Pritchard it appears in the demand for service charges from the Tenants. The Landlord relied on the Lands Tribunal case of Canary Wharf involving Dr and Mrs Schilling.

22. On the second day of the hearing held in May, the following issues were considered. The first related to further concerns involving the caretaker and in particular in relation to the telephone expense for the phone used by the caretaker which was, it was said by the Tenant,

too high. Apparently, something in the region of £290 was allowed for 6 months use, which covered the telephone charges and line rental. The Landlord's case is that the lease enabled this charge to be recovered. The Tenant's case was that whilst the line rental was not in dispute, the call charges were too high. Mr Llandra indicated that Mr Pritchard would not be prepared to pay more than £120 per annum for the line rental and that without invoices from a telephone company he would not be prepared to pay anything towards the call costs.

23. The electricity used by the caretaker was also in dispute. There was no challenge to the electricity in respect of the common parts, but only to the caretaker's flat which appeared to have its own meter. Apparently, there was also a meter for the rear flat which was not included in the service charges and was not therefore under challenge. The meter number was 16730 and both parties agreed that this related to the flat. It appears that the challenge to electricity was only up to the period of 2005 when the contract of employment says that she should pay her electricity bill. The Landlord took the view that that which was contained in the lease was the governing matter and as Miss Bailey, the first caretaker, was not paying the electricity, the Landlord had done so, and that he had merely continued what had been happening when he had taken over at the property.

24. The next item in dispute related to the insurance for the premises. It was not so much the premiums obtained from the Zurich but an 8% charge levied by the Applicant in respect of the funding of the premium payment. There was challenge as to whether or not the premium was recoverable in advance through the service charge regime which the Applicant denied. The Applicant's case was that the amount payable for insurance fell due in June and money was not recoverable until after that time. Apparently, the insurance was effected on a block policy basis which made substantial savings, as much it was said as 20%.
25. The accountancy fees, although initially in dispute were accepted as being reasonable and payable.
26. An issue arose relating to an asbestos survey fee from Aspect dated the 26th November 2008 in the sum of £586.33. It was said that this related to an asbestos survey of the caretaker's flat, and from the Respondent's point of view it was said that this was caught by the terms of settlement which we refer to above in the LVT case.
27. There then followed argument relating to the costs of works to improve the water supply to the subject premises, which had total costs in excess of £32,000. The Respondent's position was that they did not object to the amount payable. It was a question as to whether or not the works had been completed satisfactorily. In that regard, we were provided with an email from Abbs & Co dated the 3rd December

2009 indicating that so far as the contractor was concerned, the works were completed on the 25th November. In a letter dated the 1st June 2009 from Mr Goddard of D G Consultancy to Mr Llandra, he states:-

"Further to my visit to the property I would confirm that the works completed to date are broadly in line with the works originally set out in H Abbs' quotation. I am of the opinion that works installed thus far is to a good standard and should meet the performance objectives when fully completed".

In a further email from Mr Goddard to Mr Llandra dated the 1st June 2010 he states:-

"In my opinion the only part of the work that is omitted from the contracted works was that described in 2 above, as it is not thought cost effective as a number of residents had already modified their hot water arrangements."

The letter went on to say under a summary:-

"In my opinion, clearly the supply and installation was part of the contracted works, and should have been carried out, although I have not had sight of your letter of instruction to HH Abbs confirming the contracted scope of works."

The works not done appear to relate to the hot water work.

28. The hearing then moved on to deal with further challenges to the invoices submitted by Mr Stubbenhagen. The complaint was that a number of them were not supported by invoices from the persons who actually provide the services for which Mr Stubbenhagen was

charging. For example, in connection with pest control, it appears that Pest Dead had been used, but copies of any invoices to support the claims made by Mr Stubbenhagen were omitted until the very last day of the hearing in August. Even then they were not complete. The Landlord, however, waived any mark up in respect of those invoices. Essentially, insofar as Mr Stubbenhagen's invoices were concerned, where they were not backed up by supporting invoices, they were challenged. In addition the issue was raised as to what Mr Stubbenhagen actually did which did not fall within the 15% management charge that the Landlord sought to recover. This also led on to the question as to what the caretaker actually did for her retainer.

29. Prior to the hearing reconvening in August, the parties had helpfully produced a joint case summary. This confirmed items that were agreed and matters that still needed to be dealt with. In addition also, it contained a further statement relating to the caretaker's settlement. In support a letter from Fisher Phillips Chartered Accountants to Mr Llandra of the 17th June 2010 was produced, which set out 7 bullet points indicating that a contribution that should be made by Mr Pritchard should be limited to £1,725.81 based upon certain assumptions that were made in that letter.

30. The hearing on the 10th August was taken up with further investigation into the individual invoices raised by Mr Stubbenhagen. The issues were as previously raised, and we will deal with our

findings in the Schedules attached. We were also asked to consider whether some of the invoices, for example number 1627, by Mr Stubbenhagen in the sum of £634.50, were in fact caught by the settlement referred to above. In respect of these matters, it was suggested by Miss Ford on behalf of the Applicant that these surveys were conducted prior to Epsilon's (the surveyors) report and were relating therefore to the upkeep of the building including the caretaker's flat. They are costs that are not caught, she said, by the settlement. Questions were then raised concerning works to the caretaker's flat, in particular the changing and improvements of security. However, following a luncheon adjournment on the 10th August, Mr Llandra indicated that he would limit his specific challenge to a number of invoices only and we set out our findings on these in the schedules attached and the Findings section of these reasons.

31. In respect of the management charge, it was asserted that on behalf of the Landlord, the 15% was a reasonable charge. Reference was made to the Lands Tribunal Case of *Longmint Limited and Ruben Marcus number LRX/25/2003*. The position of the Respondent appeared to be that the 15% fee was not challenged, but the challenge was that this should not be added to the fees of Mr Stubbenhagen and that indeed Mr Stubbenhagen's costs should be absorbed into the 15% management fee, particularly those relating to the provision of access to the premises for various persons. It was suggested that if we could not change the 15% charge, then a cap on the amount that the Landlord could recover should apply.

32. On the 11th August we received a written submission from Mr Llandra which was helpful. It indicated that Mr Pritchard had wished to effect an amicable settlement, but that that had not been possible. Further, we were reminded that it was not until January of this year that the Applicant's corrected their failings insofar as the terms of the wording on the demand for service charges and Mr Pritchard was therefore entitled to retain the funds until they corrected that omission. The length of the hearing, he said, was as a result of the Applicants billing practice and claims and the need to understand that which had actually happened. We were also told that from 2008 onwards a number of letters had been written requesting that the Applicant provided documentary evidence. We were also reminded that it appeared that the Applicant "blindly paid any invoice presented by Mr Stubbenhagen without requesting further supporting evidence". It was suggested that Mr Stubbenhagen was in a position of conflict, acting both as a managing agent and contractor, and that the 20% mark up was only discovered during the course of the proceedings. The challenge to the 8% interest charge on the insurance premiums was repeated and it was suggested that the caretaker's settlement was in fact above the true underpayment made. A general challenge to the 15% management charge was again made and suggestions that the Applicant was in breach of the Head Lease which put the sub-lessees at risk. Insofar as the Section 20C application was concerned, the Respondent listed the items to be borne in mind when considering the costs and these included the failure of the Landlord to

supply the correct information with the demands, the failure to disclose documentation and bank statements, the failure to comply with the Lease and the errors in respect of the previous caretaker, together with other matters set out therein.

33. For the Applicant, Miss Ford submitted that the Longmint case applies only to jurisdiction, but accepted that we could limit the level of management charge. She confirmed that at December 2009 the total arrears of service charges were £37,688.64, plus the service charge demand made in January of 2010. She reminded us that no payment on account had been made and that allegations of dishonesty levelled against Dr Etminan in the course of the hearing should be disregarded. She did accept, however, that there was inconsistent pricing by Mr Stubbenhagen and that the invoices were not detailed. She listed the items that had been agreed which were the payments in respect of:-

- Gas and oil
- Entry phone
- Caretaker's water rates
- Legal fees on the Contract of Employment
- Caretaker's wages
- The majority of caretaker's expenses
- The electricity for the common parts
- The insurance premium
- Accountancy fees

These were a relatively large proportion and a payment on account should have been made. The failure to do so showed the Respondent's persistent failure to make payments. Insofar as the works carried out by Abbs to the water supply, it was noted that the Respondent had agreed the amount due, but did not accept that the works had been completed. We were told that no other Tenants had complained. Insofar as the caretaker's settlement was concerned, we were reminded that she had claimed in excess of £29,000 supported by a spreadsheet produced by her then solicitor. Even if a small accommodation allowance was made which over the years which might amount to £10,000, the sum paid was still below the amount that the caretaker was claiming and therefore the Tenants were not prejudiced. She dealt with other individual matters which we have noted and concluded that the application under Section 20C should be dismissed as the Respondent had been unhelpful and had caused the hearing to extend beyond a reasonable period. She felt that the Respondent had failed to take a realistic and proportionate approach and that in those circumstances and application under the Commonhold & Leasehold Reform Act was appropriate which not unnaturally Mr Llandra sought to dispute.

D. THE LAW

32. The law applicable to the determination of this case is to be found at Section 27A of the Landlord & Tenant Act 1985. These states as follows:-

"Section 27A Liability to pay service charge; 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 that 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”*

Paragraph 3 is not relevant.

“Subparagraph (4):-

No application under sub-section (1) or (3) may be made in respect of any 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 a determination by a court or*
- (d) *has been the subject of determination by an arbitral tribunal pursuant to a post dispute arbitration agreement*
- (5) *But the Tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.”*

33. In addition also we need to consider the provisions of Section 20C of the Act. This is a clause whereby a limitation on service charges can be imposed. Subsection 1 states as follows:-

“A Tenant may make an application or 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 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.”

Subsection 3 states as follows:-

“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.”

E. FINDINGS

34. It seems to us that the simplest way of recording our findings is by reference to the two attached Schedules. A vast number of issues fall under particular generic headings and utilising initially the original Scott Schedule starting with the period 1st July 2003 to 31st December 2003, we explain our findings in respect of the items recorded thereon.

35. We start firstly with the telephone expenses of the caretaker. We find that this is incidental to her employment as a caretaker and as set out in the terms of the Lease. The Respondent has conceded a line rental of £60 per 6 months and we have concluded, based on our own knowledge and experience, that the reasonable sum to be allowed for telephone calls in addition thereto would result in a half yearly payment of £150. We note that the new caretaker started

employment in May 2008, although the previous caretaker's employment did not appear to determinate until that time as well. We take the view that better agreements than those presently achieved by the Landlord (although not disclosed) could be obtained, and by taking a figure of £150 for each 6 month period during the whole of the period in dispute, it is consistent with the Landlord's charges which do not vary to any great degree.

36. We then turn to the question of the caretaker's electricity. There is no dispute as to the charges in respect of the common parts and we have reviewed the various electricity invoices with particular reference to meter 16730. For example, on the 7th July 2003 the charge for that meterage is £130.13 and for the quarter 28th June 2004, £95. The Lease provides for this to be recovered. Furthermore, there is no dispute beyond 2005. We therefore find that the sums claimed in respect of the electricity should be allowed in full. Some suggestion was made by Mr Learner that an agreement had been reached with Dr Etminan concerning the electricity. This was denied by Mr Etminan and without documentary evidence to support such an agreement we take the view that the sums are properly due and owing.

37. The next matter we shall deal with is the heating and maintenance costs and record that the only invoices that were challenged were at pages 33, 34, 59, 131 and 2002 of the bundle. It was agreed that invoices at pages 33 and 34 were duplication. Some of the invoices

appear to relate to maintenance provisions and routine serving of boilers which are acceptable, and those that relate to specific issues in respect of these invoices seem to us to be reasonable and recoverable in full.

38. The surveyor's fees of £180.00 were supported by an invoice from Pest Dead which seems reasonable and is allowed.

39. The question of legal costs needs to be considered. The fee note from Reynolds Porter Chamberlain in the sum of £587.50 relates to forfeiture proceedings in respect of Mr Pritchard's flat. As we understand it the notice was withdrawn. We further understand it related to some terracing which the Landlord agreed to remove at its expense. In those circumstances, we do not accept that this is a service charge which is recoverable and it is therefore disallowed. In any event, were it recoverable it seems to us that it would be payable by the defaulting tenant.

40. The next item in dispute is the rack rent attributable to the caretaker's flat. No definition as to "Rack Rent" was given to us. However, we have assessed this issue on the basis that a rack rent is a rent of the full annual value of the flat, determined at the time of the letting. The only evidence we had was the email from Douglas & Gordon valuing the property at £175 per week in its present state. We were told that the agents had viewed the property. This valuation was at June 2010. We were given no indication as to the letting value of the flat in

the earlier years. We believe that given the address of the property and the nature of accommodation, a tenant would now pay £175 per week, particularly if they were granted a reasonable length of letting, as it would be financially viable for them to carry out improvement works in those circumstances. It is to be noted that the Landlord does not charge that sum. As we have indicated in the Hearing section, the rent is charged at £6,000 per annum, rising to £6,850. Quite considerably below the rack rent that they are advised they could presently obtain by Douglas & Gordon. We are therefore left to estimate what the rental might have been for the earlier years. This is an almost impossible task. Accordingly doing the best we can we conclude that it would be fair to allow a rent for the flat of £6000 per annum for the whole period, without any increase.

41. The only period of dispute in respect of the caretakers council tax is from the 1st January 2005 to now. We would accept that it is usual for the occupier to pay the Council Tax and indeed had the Landlord dealt with it on that basis, it seems to us that the caretaker could have obtained some benefits. However, the contract clearly indicates that the Landlord was to pay the Council Tax, although the new caretaker has an obligation to pay the Council Tax when she occupies the flat that is designated to her which is at the front of the property. She is not doing and it seems to us therefore reasonable for the Council Tax to be paid by the Landlord. In those circumstances, we conclude that it is acceptable for the Landlord to recover the Council Tax for the

front flat, but that this will have to change when the Caretaker takes occupation.

42. Turning to the question of the caretaker's expenses we accept that there is a lack of receipts to support some of the items. There also appears to be an inordinate number of light bulbs that get purchased on a regular basis. However, these are sums that have been paid by the Landlord and the sums in dispute are really quite small. We have no reason to doubt the honesty of the caretaker and in those circumstances therefore we conclude that the caretaker's expenses are allowed in full for the period in dispute.

43. We turn then to the question of the caretaker's settlement. It is clear from the paperwork before us that both the caretaker and the Landlord were represented by experienced solicitors. An agreement was reached, set out in a Compromise Agreement. The solicitors for the caretaker provided a schedule of the sums that she claimed, and this was substantially reduced by a settlement. The accountant's letter that was produced by Mr Pritchard contained in a further additional bundle dated the 17th June from Bishop Phillips to Mr Llandra, is premised on a number of unknown facts. It concedes that the contract prepared in April 2001 did not state the number of hours that she worked. It is allegedly agreed that she did not work the 36 hours and that she should therefore be remunerated in accordance with a later contract showing working 21 hours. There was also a deduction to be made for Council Tax and an alleged underpayment.

This letter does rely upon certain assumptions, whereas the solicitors who were instructed to represent both parties at the time of the settlement clearly were fully aware of all that was entailed and the judgment of the solicitors acting on behalf of both parties was that a figure of £17,500 was reasonable. In those circumstances, we find that the figure achieved in the compromise is recoverable. However, we do conclude that the legal fees incurred in dealing with the matter should not be paid by the lessees. There are a number of invoices from Thring Townsend totalling some £4,208.85. This is made up of an invoice on the 30th December in the sum of £1,120.95, an invoice on the 27th February 2008 in the sum of £594.55, an invoice on the 31st March 2008 in the sum of £1,137.40, and invoice dated the 30th April 2008 in the sum of £180.95, and a final invoice on the 31st May 2008 for £1,175. All relate to the involvement with Miss Bailey's employment and, Compromise Agreement. Given our view that the issue arose as a result of the Landlord's failure to adhere to employment legislation, it seems to us that these costs should be disallowed in full. This should not include the costs of Miss Bailey which are a term of the compromise agreement and are payable but any legal costs incurred by the Landlord are disallowed.

44. We then turn to the asbestos surveys that have been carried out at the property. There was one carried out in June of 2009 which appears to be a survey of the common parts of the building for which Mr Stubbenhagen has charged £322. There is also another asbestos survey carried out by Aspect on the 26th November 2008 which we

were told related to the caretaker's accommodation. We find that the first survey is recoverable, but the second survey relating to the caretaker's accommodation is not, as in our finding this falls within the full and final settlement agreement reached in those proceedings. The application before the Tribunal at that time related to the undertaking of works to the caretaker's flat. This would in our view include an asbestos and structural survey report. We believe that in reaching a full and final settlement agreement as Mr Pritchard did, that it must have been within his contemplation that it did just that. The Landlord who was represented at that hearing would have had the benefit of legal advice and if it had wished to exclude preparatory work from the settlement, or indeed any other form of works, it should have done so and made it clear at that time. In addition also we do not see how Epsilon, the surveyors charged with overseeing the works and preparing the schedules, could have done so without this report being available. We conclude therefore that the sum claimed of £586.33 is not recoverable as against Mr Pritchard.

45. There are also a number of other invoices, in particular numbered at page 312, 316 and 367 of Mr Stubbenhagen's fee notes and we will deal with those in a general comment in respect of his fees later in this document.

46. Insofar as pest control is concerned on the face of it it is unclear that a mark up has always been added. Pest Dead appear not to charge VAT, but Mr Stubbenhagen does. We suspect he probably has to in

passing on the invoice in the way he does. Why the invoice cannot just be made out to the Landlord for them to settle direct is unclear. Accordingly, we have made findings on Mr Stubbenhagen's Schedule on this point and they reflect, so far as we are able to establish them, the actual costs from Pest Dead without a mark up.

47. The next item is the Abbs contract for heating and maintenance. This relates to the major works carried out to the property which in the Schedule shows a contract payment of £25,920.55. In the course of the hearing the costs were not disputed, but the question as to whether or not the contract had finished was. We have referred to the email from Abbs confirming that in their view the works were completed, and we have also the emails from Mr Goddard. It is not clear whether Mr Goddard revisited the premises in June 2010, but there is also an indication in his email to Mr Llandra of the 1st June 2010 in which he admits he has not had sight of the letter of instruction to HH Abbs confirming the contracted scope of work. Quite how any assertion could be made that the works had not been finished in those circumstances is unclear. The contractor who carried out the works says they are finished and we prefer that evidence and accordingly find that this sum is due and owing.

48. We then turn to the charge of 8% levied by the Landlord for the payment of the insurance by way of direct debit over a 12 month period. No evidence was given to us as to whether or not the Landlord received any commission for placing the insurance. It is not

a question that appears to have been asked. We note also that the Landlord seems to be charging 15% on this 8% charge. From a review of the accounting arrangements, it appears that the insurance is paid within days prior to the residents being provided with their 6 monthly demand. Assuming of course the lessees pay according to the Lease, then the Landlord will be out of pocket for a small period of time only. In addition also, it seems to us that in demanding the total of the premium payable on the first 6 month payment, the Landlord is potentially making a profit on the investment. That cannot be correct. In those circumstances, we conclude, particularly where this is a commercial Landlord and on a block policy, that the costs of the insurance premium only is recoverable and that no additional charge of 8% should be levied to the lessees. Accordingly, in each case, we find that the insurance premium is perfectly reasonable, but the 8% charge levied on top of that is not and is disallowed.

49. We then turn to the fees of Mr Stubbenhagen, a major bugbear of Mr Pritchard. We have dealt with those on an individual basis on the schedule headed Property and Maintenance Costs. Firstly, we conclude that the annual attendance fee of £640 plus VAT for each 6 months is reasonable. This breaks down to £3.50 per day and we find that that is a reasonable charge for somebody to be available to attend and to inspect on a regular basis. However, some of the invoices that Mr Stubbenhagen has sought to include seem to us to be either matters that could have been or should have been dealt with by the caretaker, or would fall within the normal 6 monthly charge.

We have endeavoured to record in the schedule our findings on those points.

50. Insofar as the pest control is concerned, as we have indicated above, where invoices have been produced then the sums shown on those invoices are fair and reasonable and the mark up claimed by Mr Stubbenhagen has been conceded by the Landlord in any event. Some of the invoices have a mark up, some do not. Some have a mark up of more than 20%. We hope however that we have dealt with those correctly in the allowances that have been made. We do express our concern that Mr Stubbenhagen submits invoices in respect of works undertaken by third parties and does not produce those invoices. It seems to us unreasonable for the Landlord to deal with the accounting on that basis. If Mr Stubbenhagen has incurred a cost then that invoice should clearly be produced to the Landlord so that it is available to the residents if they request supporting evidence of payments made. This has not been done. Further, we understand that it was not the policy of the Landlord to query any of Mr Stubbenhagen's invoices, which seems to us to be tantamount to writing out a cheque for Mr Stubbenhagen to recover any expense that he thinks may or may not be reasonable. We do not suggest for one minute that Mr Stubbenhagen has abused this position. It is however this lack of transparency which is partly responsible for these proceedings. As we have indicated above, it does seem to us that Mr Stubbenhagen's attendance is not always appropriate and one does wonder on occasions what the caretaker is actually doing for her

retainer. Certainly, letting people into the property for the purposes of carrying out surveys to which presumably Mr Stubbenhagen could have no input, can be dealt with by the caretaker and does not therefore entitle Mr Stubbenhagen to make a charge in respect thereof. Rather perhaps it does not entitle the Landlord to recover those costs if they prefer to have Mr Stubbenhagen visiting as he does. That is an expense that they must meet in respect of their own management of the premises.

51. We would also comment on the question of rubbish removal . We bear in mind that this property is in a high value residential area and the aspirations of residents would equally be high. There is no evidence put before us that the property is in a poor condition insofar as the accumulation of rubbish is concerned. Accordingly, we have allowed Mr Stubbenhagen's invoices in that regard. It does seem to us however that there may be circumstances when it would be appropriate to consider requesting the local authority to remove certain items which could be dealt with by the caretaker as and when necessary.

52. The other issue we need to deal with is the management charge. The 15% charge as reserved in the Lease is by dint of the Longmint case, a variable service charge and one that we could consider. However, in this matter the Landlord has essentially accepted that the 15% figure is reasonable, but it is the service charges to which the 15% is applied which is not reasonable. The question therefore that we have

asked ourselves is whether or not the costs incurred by Mr Stubbenhagen are management costs to which an additional sum of 15% should be applied. Under the lease the Landlord is entitled to a 15% management fee on costs incurred which includes the services as set out at paragraph 7 of the third schedule (see para 11 above) The service provided by Mr Stubbenhagen is appreciated by the other tenants, indeed to the extent that one pays Mr Pritchard's contribution. It is in part the management service that the Landlord should supply within the 15% charge but it seems to us that it goes beyond that and does supply a service above the usual management provisions, and is appropriate to a building in this location. However, we do not think that the landlord can "have his cake and eat it". Our view is that the 15% mark up on Mr Stubbenhagen's annual maintenance agreement should be disallowed on the basis that this seems to us in part to fall within the management of the building for which a 15% fee is being charged based on other invoices. Save for that, we will allow the 15% on those invoices that we have found in this Decision to be allowable. It will be necessary therefore for the Landlord to reissue service charge demands in respect of the various years in dispute to reflect the figures allowed and disallowed against which the management charge can be made.

53. Finally we turn to the question of costs. We will deal firstly with the provisions of Section 20C. There is not on our reading of the Lease any clear provision of the recovery of legal costs arising from a disputed service charge matter. We accept that there is a provision

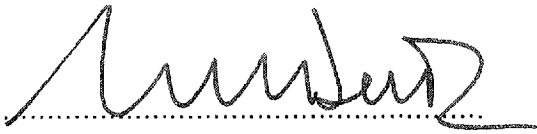
for the recovery of costs in connection with proceedings under Sections 146 and 147 of the Law of Property Act 1925, but that does not apply to these proceedings and we have already disallowed the fee note in respect of that particular matter. In any event, given the mixed result from both sides, it seems to us that this is a classic case where each side should pay their own costs. In those circumstances, we order that the provisions of Section 20C shall apply and that the costs of these proceedings are not recoverable from the Respondent via the service charge, it being just and equitable for us to make that decision based on the information given to us and our findings in this case.

54. Equally, we were not willing to accept that Mr Pritchard had acted in a way which was, in our opinion, frivolous, vexatious, abusive, disruptively or otherwise unreasonably in connection with the proceedings. It has to be said that on occasions Mr Llandra, on behalf of Mr Pritchard, came close to acting unreasonably in connection with his wish to dissect each invoice, but there were no doubt occasions when such careful dissection did show up that charges had been unreasonably made and that certain accounting systems employed by the Landlord left a lot to be desired. In those circumstances therefore we are not persuaded that an order should be made under Schedule 12, paragraph 10, of the Commonhold & Leasehold Reform Act 2002.


55. We hope that the detailed dissection of the accounts from 2003 to 2009 will enable the parties to put this period of dispute behind them. The Landlord's representative, Dr Etminan confirmed that they would be improving their accounting procedures. Certainly a minute dissection of each invoice is not, we think, a course of action that should be adopted by Mr Pritchard in the future. However, with that is the need for the Landlord to be transparent in the charges sought to be recovered and to exercise greater control over the management of the building and the costs that are incurred. It is to be hoped that the caretaker's flat will be completed and that she can take occupation as required under the terms of the Lease, and perhaps a clarification as to her duties, particularly with regard to providing access for third parties could be established. We should perhaps also mention in passing that in our view the Lease to Mr Pritchard does not reserve to him the right to use the storage rooms that are presently occupied by the caretaker. The right to use those rooms is granted in the Head Lease to the Tenant. The Tenant does not grant a similar right to the present lessees, and in those circumstances this does not seem to us to be an issue that should surface again.

56. We would like to take this opportunity of thanking the advocates for Mr Pritchard and for the Landlord on the help that they gave in endeavouring to present the matters in a clear manner, albeit that there was an extensive amount of documentation to consider. We are particular grateful to both for the work put in in providing the

summary at the mid point of these proceedings which certainly was of
assistance to the Tribunal.



ANDREW A DUTTON



Date

	Period	Service	Amount	Tenant's comments	Landlord's comments/Invoice number	Tribunal's decision
1	01/07/2003-31/12/2003	Telephone	£290.00	Not within scope of service charge obligations under the Lease. No evidence expense incurred in this amount. Charge unreasonable in amount.	Standing charge for caretaker's line rental and call allowance.	Allowed £150 for 6 months
2		Electricity	£622.60	No evidence expense incurred in this amount or that it solely relates to service charge obligations under the Lease. Insofar as it relates to the caretaker's flat, the caretaker's contract of employment dated 1 April 2001 provided that the caretaker was responsible for payment of electricity services. Charge unreasonable in amount.	London Energy invoices dated 07/07/2003 and 30/09/2003 attached for meter numbers 11349 and 16730, relating to stairs and front basement flat.	Allowed
3		Gas/Oil	£1,867.28		British Gas invoices dated 09/06/2003 and 13/11/2003 attached. Tenants undercharged by £58.75	Not in dispute
4		Heating maintenance	£559.60		HH Abbs & Co invoices 44266, 44826, 44840 and 44891 attached.	Allowed
5		Property repairs & maintenance	£1,143.50	No evidence expense incurred in this amount or that it solely relates to service charge obligations under the Lease. Charge unreasonable in amount.	DM Stubbenhagen invoice numbers 999, 1002, 1020 and 1040. Tenants undercharged by 25 pence.	For these invoices and others relating to Mr Stubbenhagen see other Scott schedule
6		Surveyors fees	£180.00		Pestdead invoice number 031102 attached.	Allowed
7		Legal	£587.50	Not within scope of service charge obligations under the Lease. No evidence expense incurred in this	Reynolds Porter Chamberlain invoice number 138801, relating	Disallowed

				amount. Charge unreasonable in amount.	to advice on forfeiture of Flat 5.	
8		Accountancy fees	£590.00		Charge included by accountant in invoice covering all Landlord's properties.	Agreed due
9		Caretaker's wages	£720.00	No evidence expense incurred in this amount. Schedule prepared by caretaker in or about September 2007 shows £720 received in y/e 30/09/03, yet service charge demands made for £720 for each 6 month period in 2003.	Calculated and due in accordance with paragraph 6 of the Third Schedule of the lease dated 14 August 1987. Wage slip not required. Caretaker paid 50% cash and 50% cheque on her request and failed to include cash payments in schedule.	Not in issue
10		Caretaker's Rent	£3,000.00	No evidence this represents the notional rack rent letting value of the caretaker's flat and/or that landlord received no rent in respect of the caretaker's flat. Charge unreasonable in amount.	Calculated and due in accordance with paragraph 6 of the Third Schedule of the lease dated 14 August 1987.	Allowed
11		Caretaker's council tax	£559.31		Royal Borough of Kensington and Chelsea council tax invoice for period 01/04/2003 to 31/03/2004 re front basement flat.	Not in issue
12		Caretaker's water rates	£89.59		Thames Water invoice dated 04/09/2003.	Not in issue
13		Caretaker's expenses	£144.15		Hand written invoices from caretaker dated Jul-Sep 2003, 17/11/03 and 23/12/03 for light bulbs and cleaning materials.	Allowed
14		Management	£1,552.91	No management services provided by landlord (or no	Calculated and due in accordance with clause 2(3) of	In respect of this entry as set out on the schedule

		charge (@ 15%)	(£423.55)	services provided to a reasonable standard) and sum claimed unreasonable in amount in that, in particular management charges are applied in respect of services for which no management is required (e.g. notional rent of caretaker's flat).	the lease dated 14 August 1987.	below please see decision for our finding on this matter
15	01/01/2004-30/06/2004	Telephone	£290.00	Not within scope of service charge obligations under the Lease. No evidence expense incurred in this amount. Charge unreasonable in amount.	Standing charge for caretaker's line rental and call allowance.	£150 allowed
16		Electricity	£655.74	No evidence expense incurred in this amount or that it solely relates to service charge obligations under the Lease. Insofar as it relates to the caretaker's flat, the caretaker's contract of employment dated 1 April 2001 provided that the caretaker was responsible for payment of electricity services. Charge unreasonable in amount.	London Energy invoices dated 05/01/2004 and 04/04/2004 for meter numbers 11349 and 16730, relating to stairs and front basement flat.	Allowed
17		Gas/Oil	£3,063.76		British Gas invoices dated 12/02/2004 and 29/05/2004 plus underpayment from previous statement (£58.75).	Not in dispute
18		Heating Maintenance	£1,004.33		HH Abbs invoices numbered 45515 and 44266.	Not challenged. Allowed
19		Property Insurance	£6,495.99		Zurich renewal premium for period 04/05 plus 8% charge for interest due to monthly instalments.	8% interest charge disallowed throughout the period in dispute

20	Property repairs & maintenance	£1,938.77	No evidence expense incurred in this amount or that it solely relates to service charge obligations under the Lease. Charge unreasonable in amount.	DM Stubbenhagen invoices numbered 1051, 1058, 1059, 1062, 1069, 1081, 1085, 1086, 1088, 1095 and 1098	See other schedule
21	Accountancy fees	£620.00		Charge included by accountant in invoice covering all Landlord's properties.	Not in dispute
22	Caretaker's wages	£720.00	No evidence expense incurred in this amount. Schedule prepared by caretaker in or about September 2007 shows £720 received in y/e 30/09/04, yet service charge demands made for £720 for each 6 month period in 2004.	Calculated and due in accordance with paragraph 6 of the Third Schedule of the lease dated 14 August 1987. Wage slip not required. Caretaker paid 50% cash and 50% cheque on her request and failed to include cash payments in schedule.	Not in dispute
23	Caretaker's Rent	£3,000.00	No evidence this represents the notional rack rent letting value of the caretaker's flat and/or that landlord received no rent in respect of the caretaker's flat. Charge unreasonable in amount.	Calculated and due in accordance with paragraph 6 of the Third Schedule of the lease dated 14 August 1987.	Allowed
24	Caretaker's council tax	£590.00		No invoice	Not in dispute
25	Caretaker's water rates	£93.02		Thames Water invoice due on 01/04/2004 regarding front basement flat.	Not in dispute
26	Caretaker's expenses	£115.79		Hand written invoice from caretaker for light bulbs and cleaning.	Allowed
27	Management charge (@ 15%)	£2,788.11 (£760.39)	No management services provided by landlord (or no services provided to a reasonable	Calculated and due in accordance with clause 2(3) of	

				standard) and sum claimed unreasonable in amount in that, in particular management charges are applied in respect of services for which no management is required (e.g. notional rent of caretaker's flat).	the lease dated 14 August 1987.	
28	01/07/2004 - 31/12/2004	Telephone	£290.00	Not within scope of service charge obligations under the Lease. No evidence expense incurred in this amount. Charge unreasonable in amount.	Standing charge for caretaker's line rental and call allowance.	£150 allowed
29		Electricity	£555.77	No evidence expense incurred in this amount or that it solely relates to service charge obligations under the Lease. Insofar as it relates to the caretaker's flat, the caretaker's contract of employment dated 1 April 2001 provided that the caretaker was responsible for payment of electricity services. Charge unreasonable in amount.	London Energy invoices dated 28/06/2004 and 24/09/2004 for meter numbers 11349 and 16730 relating to stairs and front basement.	Allowed
30		Gas/Oil	£892.48		British Gas invoices dated 25 August 2004 and 2 November 2004.	Not in dispute
31		Heating maintenance	£752.00		HH Abbs & Co invoices 45748, 45848 and 46023	Not in dispute
32		Property Repairs & maintenance	£1,815.39	No evidence expense incurred in this amount or that it solely relates to service charge obligations under the Lease. Charge unreasonable in amount.	DM Stubbenhagen invoices numbered 1121, 1126, 1144, 1152, 1157, 1159, 1160, 1168 and 1173	See other schedule
33		Entry phone	£88.13		Pegasus Invoice numbered	Not in dispute

					13959	
34		Accountancy fees	£620.00		Charge included by accountant in invoice covering all Landlord's properties.	Not in dispute
35		Caretaker's wages	£720.00		Calculated and due in accordance with paragraph 6 of the Third Schedule of the lease dated 14 August 1987. Wage slip not required. Caretaker paid 50% cash and 50% cheque on her request and failed to include cash payments in schedule.	Not in dispute
36		Caretaker's Rent	£3,000.00	No evidence this represents the notional rack rent letting value of the caretaker's flat and/or that landlord received no rent in respect of the caretaker's flat. Charge unreasonable in amount.	Calculated and due in accordance with paragraph 6 of the Third Schedule of the lease dated 14 August 1987.	Allowed
37		Caretaker's council tax	£590.00		Royal Borough of Kensington and Chelsea council tax bill for 12 months from 01/04/2004 to 31/03/2005 relating to Front Basement Flat.	Not in dispute
38		Caretaker's water rates	£93.01		Thames Water payment due on 01/10/2004	Not in dispute
39		Caretaker's expenses	£165.27		Hand written invoices from caretaker dated 14/09/2004 and Oct-Dec 2004 for light bulbs and cleaning.	Allowed
40		Management charge (@ 15%)	£1,437.31	No management services provided by landlord (or no services provided to a reasonable standard) and sum claimed	Calculated and due in accordance with clause 2(3) of the lease dated 14 August 1987.	

				unreasonable in amount in that, in particular management charges are applied in respect of services for which no management is required (e.g. notional rent of caretaker's flat).		
41	01/01/2005-30/06/2005	Telephone	£290.00	Not within scope of service charge obligations under the Lease. No evidence expense incurred in this amount. Charge unreasonable in amount.	Standing charge for caretaker's line rental and call allowance.	£150 allowed
42		Electricity	£1050.32	No evidence expense incurred in this amount or that it solely relates to service charge obligations under the Lease. Insofar as it relates to the caretaker's flat, the caretaker's contract of employment dated 1 April 2001 provided that the caretaker was responsible for payment of electricity services. Charge unreasonable in amount.	London Energy invoices dated 06/01/2005, 29/03/2005 and 30/06/2005 relating to meter numbers 47423, 11349 and 16730	Allowed
43		Gas/Oil	£3,889.03		British Gas invoices dated 25/02/2005 and 10 June 2005	Not in dispute
44		Heating Maintenance	£146.35		HH Abbs & Co invoices numbered 46425	Not in dispute
45		Property Insurance	£5,675.16		Zurich insurance premium for period 24/06/2004 to 24/06/2005, plus 8% charge for interest due to monthly instalments.	8% interest charge disallowed
46		Property Repairs and maintenance	£2,140.63	No evidence expense incurred in this amount or that it solely relates to service charge obligations under the Lease. Charge	DM Stubbenhagen invoices numbered 1194, 1199, 1211, 1212, 1227 and 1240.	See other schedule

				unreasonable in amount.		
47		Legal fees	£186.04		Reynolds Porter Chamberlain invoice number 174327 relating to drafting of caretaker's employment contract and split 6 ways as used for each of the 6 caretaker's employed by the Landlord.	Not in dispute
48		Accountancy fees	£620.00		Charge included by accountant in invoice covering all Landlord's properties.	Not in dispute
49		Caretaker's wages	£2,562.00	No evidence expense incurred in this amount. Schedule prepared by caretaker in or about September 2007 shows £4,152.15 received in y/e 30/09/05.	Calculated and due in accordance with paragraph 6 of the Third Schedule of the lease dated 14 August 1987. Minimum wage and no wage slip required.	Not in dispute
50		Caretaker's Rent	£3,000.00	No evidence this represents the notional rack rent letting value of the caretaker's flat and/or that landlord received no rent in respect of the caretaker's flat. Charge unreasonable in amount.	Calculated and due in accordance with paragraph 6 of the Third Schedule of the lease dated 14 August 1987.	Allowed
51		Council Tax	£613.69	No evidence expense incurred in this amount. It is understood the caretaker was responsible for payment of council tax subsequent to January 2005.	Royal Borough of Kensington and Chelsea council tax invoice for period 01/04/2005 to 31/03/2006 relating to Front Basement Flat.	Allowed
52		Water rates	£113.89		Thames Water invoice due on 01/04/2005.	Not in dispute
53		Expenses	£74.25		Hand written invoices from caretaker dated Jan-March 2005 relating to light bulbs, cleaning	Not in dispute

					products and vacuum cleaner.	
54		Management charge (@ 15%)	£3,054.20	No management services provided by landlord (or no services provided to a reasonable standard) and sum claimed unreasonable in amount in that, in particular management charges are applied in respect of services for which no management is required (e.g. notional rent of caretaker's flat).	Calculated and due in accordance with clause 2(3) of the lease dated 14 August 1987.	
55	01/07/2005-31/12/2005	Telephone	£280.00	Not within scope of service charge obligations under the Lease. No evidence expense incurred in this amount. Charge unreasonable in amount.	Standing charge for caretaker's line rental and call allowance.	£150 allowed
56		Electricity	£458.04	No evidence expense incurred in this amount or that it solely relates to service charge obligations under the Lease. Insofar as it relates to the caretaker's flat, the caretaker's contract of employment dated 1 April 2001 provided that the caretaker was responsible for payment of electricity services. Charge unreasonable in amount.	London Energy invoice dated 29 September 2005 for meter numbers 16730 and 47423 relating to stairs and front basement.	Allowed
57		Gas/Oil	£852.64		British Gas invoices dated 09/09/2005 and 14/12/2005	Not in dispute
58		Heating Maintenance	£204.46		HH Abbs & Co invoices numbered 46963 and 46935	Allowed
59		Property Repairs & maintenance	£1,686.13	No evidence expense incurred in this amount or that it solely relates to service charge obligations under the Lease. Charge	DM Stubbenhagen invoices numbered 1259, 1261, 1270, 1271, 1277 and 1281	See other schedule

				unreasonable in amount.		
60		Accountancy fees	£650.00		Charge included by accountant in invoice covering all Landlord's properties.	Not in dispute
61		Caretaker's wages	£2,702.70		Calculated and due in accordance with paragraph 6 of the Third Schedule of the lease dated 14 August 1987. Minimum wage and no wage slip required.	Not in dispute
62		Caretaker's Rent	£3,000.00	No evidence this represents the notional rack rent letting value of the caretaker's flat and/or that landlord received no rent in respect of the caretaker's flat. Charge unreasonable in amount.	Calculated and due in accordance with paragraph 6 of the Third Schedule of the lease dated 14 August 1987.	Allowed
63		Caretaker's Council Tax	£613.69	No evidence expense incurred in this amount. It is understood the caretaker was responsible for payment of council tax.	Royal Borough of Kensington and Chelsea council tax invoice for period 01/04/2005 to 31/03/2006 relating to Front Basement Flat.	Allowed
64		Caretaker's water rates	£113.89		Thames Water invoice due on 01/10/2005	Not in dispute
65		Caretaker's expenses	£73.99		Hand written invoice from caretaker paid on 01/11/2005 relating to light bulbs and cleaning products	Not in dispute
66		Management charge (@ 15%)	£1,595.33 (435.09)	No management services provided by landlord (or no services provided to a reasonable standard) and sum claimed unreasonable in amount in that, in particular management charges are applied in respect of services	Calculated and due in accordance with clause 2(3) of the lease dated 14 August 1987.	

				for which no management is required (e.g. notional rent of caretaker's flat).		
67	01/01/2006-30/06/2006	Telephone	£290.00	Not within scope of service charge obligations under the Lease. No evidence expense incurred in this amount. Charge unreasonable in amount.	Standing charge for caretaker's line rental and call allowance.	£150 allowed
68		Electricity	£1,236.34	No evidence expense incurred in this amount or that it solely relates to service charge obligations under the Lease. Insofar as it relates to the caretaker's flat, the caretaker's contract of employment dated 1 April 2001 provided that the caretaker was responsible for payment of electricity services. Charge unreasonable in amount.	EDF Energy invoices dated 23/12/2005 and 12/07/2006 relating to meter numbers 16730 and 47423, relating to stairs and front basement. Tenants undercharged by £196.30 (invoices total £1,432.64)	Allowed
69		Gas/Oil	£3,915.50		British Gas invoices dated 09/03/2006 and 19/06/2006	Not in dispute
70		Heating maintenance	£545.49		HH Abbs & Co invoices numbered 47140, 47518 and 47629	Not in dispute
71		Property Insurance	£5,322.38		Zurich premium for period 24/06/2006 to 24/06/2007 plus 8% interest charge due to payment by monthly instalments.	8% interest charge disallowed
72		Property Repairs & maintenance	£822.50	No evidence expense incurred in this amount or that it solely relates to service charge obligations under the Lease. Charge unreasonable in amount.	DM Stubbenhagen invoices numbered 1292 and 1309	See other schedule

73		Accountancy fees	£620.00		Charge included by accountant in invoice covering all Landlord's properties.	Not in dispute
74		Caretaker's wages	£2,757.30		Calculated and due in accordance with paragraph 6 of the Third Schedule of the lease dated 14 August 1987. Minimum wage and no wage slip required.	Not in dispute
75		Caretaker's Rent	£3,150.00	No evidence this represents the notional rack rent letting value of the caretaker's flat and/or that landlord received no rent in respect of the caretaker's flat. Charge unreasonable in amount.	Calculated and due in accordance with paragraph 6 of the Third Schedule of the lease dated 14 August 1987.	£3000 Allowed
76		Caretaker's Council Tax	£634.92	No evidence expense incurred in this amount. It is understood the caretaker was responsible for payment of council tax.	Royal Borough of Kensington and Chelsea council tax invoice for period 01/04/2006 to 31/03/2007 relating to front basement flat.	Allowed
77		Caretaker's water rates	£119.52		Thames Water invoice due on 01/04/2006	Not in dispute
78		Caretaker's expenses	£74.86		Hand written invoice from caretaker dated 01/05/2006 for cleaning materials and light bulbs.	Not in dispute
79		Management charge (@ 15%)	£2,923.32 (£797.27)	No management services provided by landlord (or no services provided to a reasonable standard) and sum claimed unreasonable in amount in that, in particular management charges are applied in respect of services for which no management is	Calculated and due in accordance with clause 2(3) of the lease dated 14 August 1987.	

				required (e.g. notional rent of caretaker's flat).		
80	01/07/2006-31/12/2006	Telephone	£280.00	Not within scope of service charge obligations under the Lease. No evidence expense incurred in this amount. Charge unreasonable in amount.	Standing charge for caretaker's line rental and call allowance.	£150 allowed
81		Electricity	£1,310.69	No evidence expense incurred in this amount or that it solely relates to service charge obligations under the Lease. Insofar as it relates to the caretaker's flat, the caretaker's contract of employment dated 1 April 2001 provided that the caretaker was responsible for payment of electricity services. Charge unreasonable in amount.	EDF Energy invoices dated 05/10/2006 and 20/12/2006 for meter numbers 16730 and 47426 relating to stairs and front basement plus £196.30 underpayment brought forward from previous statement	Allowed
82		Gas/Oil	£2,000.82		British Gas invoices dated 05/09/2006 and 05/12/2006	Not in dispute
83		Heating maintenance	£505.26		HH Abbs & Co invoices numbered 47707, 47880 and 47986	Not in dispute
84		Property Repairs and maintenance	£1,139.75	No evidence expense incurred in this amount or that it solely relates to service charge obligations under the Lease. Charge unreasonable in amount.	DM Stubbenhagen invoices numbered 1326, 1330, 1357 and 1361	See other schedule
85		Entryphone	£82.25		Speak & Enter Services Ltd invoice numbered 8322 omitted from demand in error.	Not in dispute
86		Accountancy fees	£650.00		Charge included by accountant in invoice covering all Landlord's properties.	Not in dispute

87		Caretaker's wages	£2,839.20		Calculated and due in accordance with paragraph 6 of the Third Schedule of the lease dated 14 August 1987. Minimum wage and no wage slip required.	Not in dispute
88		Caretaker's Rent	£3,150.00	No evidence this represents the notional rack rent letting value of the caretaker's flat and/or that landlord received no rent in respect of the caretaker's flat. Charge unreasonable in amount.	Calculated and due in accordance with paragraph 6 of the Third Schedule of the lease dated 14 August 1987.	£3000 Allowed
89		Caretaker's Council Tax	£634.92	No evidence expense incurred in this amount. It is understood the caretaker was responsible for payment of council tax.	Royal Borough of Kensington and Chelsea council tax invoice for period 01/04/2006 to 31/03/2007 relating to front basement flat.	Allowed
90		Caretaker's water rates	£119.52		Thames Water invoice due on 01/10/2006	Not in dispute
91		Caretaker's expenses	£69.56		Hand written invoice from caretaker paid on 03/10/2006 relating to keys, light bulbs and cleaning	Not in dispute
92		Management charge (@ 15%)	£1,904.96 (£519.53)	No management services provided by landlord (or no services provided to a reasonable standard) and sum claimed unreasonable in amount in that, in particular management charges are applied in respect of services for which no management is required (e.g. notional rent of caretaker's flat).	Calculated and due in accordance with clause 2(3) of the lease dated 14 August 1987.	
93	01/01/2007-	Telephone	£290.00	Not within scope of service charge	Standing charge for caretaker's	£150 allowed

	30/06/2007			obligations under the Lease. No evidence expense incurred in this amount. Charge unreasonable in amount.	line rental and call allowance.	
94		Electricity	£659.12	No evidence expense incurred in this amount or that it solely relates to service charge obligations under the Lease. Insofar as it relates to the caretaker's flat, the caretaker's contract of employment dated 1 April 2001 provided that the caretaker was responsible for payment of electricity services. Charge unreasonable in amount.	EDF Energy invoice dated 28/03/07 relating to meter numbers 16730 and 47423 relating to stairs and front basement.	Allowed
95		Gas/Oil	£3,253.92		British Gas invoices dated 10/03/2007 and 29/05/2007	Not in dispute
96		Heating maintenance	£632.16		HH Abbs & Co invoices numbered 48279, 48283, 48395 and 48443	Allowed
97		Property insurance	£4,655.03		Zurich premium for period from 24/06/2008 to 24/06/2007 plus 8% interest charge due to payment by monthly instalments.	8% interest charge disallowed
98		Property Repairs and maintenance	£1,596.91	No evidence expense incurred in this amount or that it solely relates to service charge obligations under the Lease. Charge unreasonable in amount.	Invoice numbered 12091 from The Carpet Bureau Ltd, and DM Stubbenhagen invoices numbered 1383, 1401, 1410, 1417, 1422 and 1425	See other schedule
99		Accountancy fees	£675.00		Charge included by accountant in invoice covering all Landlord's properties.	Not in dispute
100		Caretaker's wages	£2,921.11		Calculated and due in	Not in dispute

					accordance with paragraph 6 of the Third Schedule of the lease dated 14 August 1987. Minimum wage and no wage slip required.	
101		Caretaker's Rent	£3,150.00	No evidence this represents the notional rack rent letting value of the caretaker's flat and/or that landlord received no rent in respect of the caretaker's flat. Charge unreasonable in amount.	Calculated and due in accordance with paragraph 6 of the Third Schedule of the lease dated 14 August 1987.	£3000 Allowed
102		Caretaker's Council Tax	£644.47	No evidence expense incurred in this amount. It is understood the caretaker was responsible for payment of council tax.	Royal Borough of Kensington and Chelsea council tax invoice for period 01/04/2007 to 31/03/2008	Allowed
103		Caretaker's water rates	£127.33		Thames Water invoice due on 01/04/2007	Not in dispute
104		Caretaker's expenses	£125.47		Hand written invoices from caretaker to April 2007 and Jan 2007 for cleaning materials	Not in dispute
105		Management charge (@ 15%)	£2,809.58 (£766.25)	No management services provided by landlord (or no services provided to a reasonable standard) and sum claimed unreasonable in amount in that, in particular management charges are applied in respect of services for which no management is required (e.g. notional rent of caretaker's flat).	Calculated and due in accordance with clause 2(3) of the lease dated 14 August 1987.	
106	01/07/2007-31/12/2007	Telephone	£280.00	Not within scope of service charge obligations under the Lease. No evidence expense incurred in this amount. Charge unreasonable in	Standing charge for caretaker's line rental and call allowance.	£150 allowed

				amount.		
107		Electricity	£1,195.96	No evidence expense incurred in this amount or that it solely relates to service charge obligations under the Lease. Insofar as it relates to the caretaker's flat, the caretaker's contract of employment dated 1 April 2001 provided that the caretaker was responsible for payment of electricity services. Charge unreasonable in amount.	EDF Energy invoices dated 30/07/2007 and 07/11/2007 relating to meter numbers 16730 and 47423 relating to stairs and front basement.	Allowed
108		Gas/Oil	£1,807.19		British Gas invoices dated 18/09/2007 and 05/12/2007	Not in dispute
109		Heating maintenance	£259.68		HH Abbs & Co invoices numbered 48754 and 48978	Not in dispute
110		Property Repairs and maintenance	£987.00	No evidence expense incurred in this amount or that it solely relates to service charge obligations under the Lease. Charge unreasonable in amount.	DM Stubbenhagen invoices numbered 1457, 1458, 1459 and 1518	See other schedule
111		Accountancy fees	£750.00		Charge included by accountant in invoice covering all Landlord's properties.	Not in dispute
112		Caretaker's wages	£3,467.51	No evidence expense incurred in this amount. Schedule prepared by caretaker in or about September 2007 shows £5,136.95 received in period from 01/10/06 to 30/11/07.	Calculated and due in accordance with paragraph 6 of the Third Schedule of the lease dated 14 August 1987. Minimum wage and no wage slip required.	Not in dispute
113		Caretaker's Rent	£3,150.00	No evidence this represents the notional rack rent letting value of the caretaker's flat and/or that landlord received no rent in	Calculated and due in accordance with paragraph 6 of the Third Schedule of the lease	£3000 Allowed

				respect of the caretaker's flat. Charge unreasonable in amount.	dated 14 August 1987.	
114		Caretaker's Council Tax	£644.47	No evidence expense incurred in this amount. It is understood the caretaker was responsible for payment of council tax.	Royal Borough of Kensington and Chelsea council tax invoice for period 01/04/2007 to 31/03/2008 relating to front basement flat	Allowed
115		Caretaker's water rates	£127.32		Thames Water invoice due on 01/10/2007	Not in dispute
116		Caretaker's expenses	£254.40		Hand written invoice from caretaker dated 16/11/07 for line rental and light bulbs	Not in dispute
117		Management charge (@ 15%)	£1,938.53 (£528.69)	No management services provided by landlord (or no services provided to a reasonable standard) and sum claimed unreasonable in amount in that, in particular management charges are applied in respect of services for which no management is required (e.g. notional rent of caretaker's flat).	Calculated and due in accordance with clause 2(3) of the lease dated 14 August 1987.	
118	01/01/2008-30/06/2008	Telephone	£290.00	Not within scope of service charge obligations under the Lease. No evidence expense incurred in this amount. Charge unreasonable in amount.	Standing charge for caretaker's line rental and call allowance.	£150 allowed
119		Electricity	£812.99	No evidence expense incurred in this amount or that it solely relates to service charge obligations under the Lease. Insofar as it relates to the caretaker's flat, it is assumed that the caretaker's contract of employment provides that the caretaker is responsible	EDF Energy invoices dated 13/02/2008 and 07/05/2008 relating to meter numbers 16730 and 47423 for stairs and front basement.	Not in dispute

				for payment of electricity services. Charge unreasonable in amount.		
120		Gas/Oil	£4,145.95		British Gas invoices dated 19/03/2008 and 18/06/2008	Not in dispute
121		Heating Maintenance	£121.03		HH Abbs invoice numbered 49531	Not in dispute
122		Property Insurance	£4,842.27		Zurich premium for period from 24/06/2008 to 24/06/2009 plus 8% charge due to payments by monthly instalments.	8% interest charge disallowed
123		Property Repairs & Maintenance	£1,345.38	No evidence expense incurred in this amount or that it solely relates to service charge obligations under the Lease. Work not to reasonable standard. Charge unreasonable in amount.	DM Stubbenhagen invoices numbered 1570, 1577, 1600, 1605, 1612 and 1617	See other schedule
124		Caretaker's Settlement	£17,500.00	Not within scope of service charge obligations under the Lease. No evidence expense incurred in this amount. Insofar as caretaker intimated minimum wage claim, no evidence settlement was reasonable and legal costs reasonably incurred. Further any costs arose as a result of the landlord entering into a contract which did not provide for payment of minimum wage such that costs are irrecoverable. Charges unreasonable in amount.	Copy of cheque and Compromise Agreement attached.	Allowed
125		Legal Fees	£5,146.50	Not within scope of service charge obligations under the Lease. No evidence expense incurred in this amount. Insofar as caretaker	Thring Townsend Lee & Pembertons invoice numbers 5004945, 5005414, 5005679,	All disallowed, including the invoice apparently relating to this service charge dispute for reasons

				intimated minimum wage claim, no evidence settlement was reasonable and legal costs reasonably incurred. Further any costs arose as a result of the landlord entering into a contract which did not provide for payment of minimum wage such that costs are irrecoverable. Charges unreasonable in amount.	5006086, 5005679 and 3020454	set out in the decision
126		Accountancy fees	£675.00		Charge included by accountant in invoice covering all Landlord's properties.	Not in dispute
127		Caretaker's wages	£3,894.23	No evidence expense incurred in this amount. Charge unreasonable in amount.	Calculated and due in accordance with paragraph 6 of the Third Schedule of the lease dated 14 August 1987. Minimum wage and no wage slip required.	Not in dispute
128		Caretaker's Rent	£3,465.00	No evidence this represents the notional rack rent letting value of the caretaker's flat and/or that landlord received no rent in respect of the caretaker's flat. Charge unreasonable in amount.	Calculated and due in accordance with paragraph 6 of the Third Schedule of the lease dated 14 August 1987.	£3000 Allowed
129		Caretaker's Council Tax	£263.09	No evidence expense incurred in this amount. It is understood the caretaker is responsible for payment of council tax.	Royal Borough of Kensington and Chelsea council tax invoice for period 01/04/2008 to 31/03/2009	Allowed
130		Caretaker's water rates	£134.23		Thames Water invoice due on 01/04/2008	Not in dispute
131		Caretaker's expenses	£128.95		Hand written invoices from caretaker dated June 2008 for £83.50 and £45.45.	Not in dispute

132		Management charge (@ 15%)	£6,414.69 (£1,539.53)	No management services provided by landlord (or no services provided to a reasonable standard) and sum claimed unreasonable in amount in that, in particular management charges are applied in respect of services for which no management is required (e.g. notional rent of caretaker's flat).	Calculated and due in accordance with clause 2(3) of the lease dated 14 August 1987.	
133	01/07/2008-31/12/2008	Telephone	£290.00	Not within scope of service charge obligations under the Lease. No evidence expense incurred in this amount. Charge unreasonable in amount.	Standing charge for caretaker's line rental and call allowance.	£150 allowed
134		Electricity	£841.70	No evidence expense incurred in this amount or that it solely relates to service charge obligations under the Lease. Insofar as it relates to the caretaker's flat, it is assumed that the caretaker's contract of employment provides that the caretaker is responsible for payment of electricity services. Charge unreasonable in amount.	EDF Energy invoices dated 12/08/2008 and 24/11/2008 relating to meter numbers 16730 and 47423 for stairs and front basement.	Allowed
135		Gas/Oil	£2,557.52		British Gas invoices dated 17/09/2008 and 18/12/2008	Not in dispute
136		Heating maintenance	£1,207.38		HH Abbs & Co invoices numbered 49767, 49825 and 50007	Not in dispute
137		Property Repairs & Maintenance	£2,266.51	No evidence expense incurred in this amount or that it solely relates to service charge obligations under the Lease. Work not to reasonable standard. Charge	DM Stubbenhagen invoices numbered 1538, 1668, 1669, 1670, 1671, 1672, 1673, 1722, 1723, 1724, 1725 and 1750	See other schedule

				unreasonable in amount.		
138		Contract Payment	£25,920.55	No evidence expense incurred in this amount or that it solely relates to service charge obligations under the Lease. Insofar as it may relate to pipe-work repairs the sum is unreasonable. Work not to reasonable standard.	HH Abbs & Co invoices numbered 50057, 49926, 49927 and 50058, and correspondence from HH Abbs dated 04/03/2008 and 08/05/2008 confirming contract price reduced to £22,060.00 + vat in relation to Tenant's flat as hot water pipe work not being undertaken.	Not in dispute
139		Asbestos surveyor's fees	£586.33	No evidence expense incurred in this amount or that it solely relates to service charge obligations under the Lease.	Aspect invoice numbered SU15143	Disallowed part of settlement
140		Legal Fees	£1,186.00	No evidence expense incurred in this amount or that it solely relates to service charge obligations under the Lease. Charge unreasonable in amount.	Thring Townsend Lee & Pembertons invoices numbered BA226 and North Kensington Law Centre invoice dated 27/06/2008	The invoice refers to a service charge dispute and is not allowed. The Kensington invoice presumably relates to the compromise agreement of £250 and this is allowed
141		Accountancy fees	£750.00		Charge included by accountant in invoice covering all Landlord's properties.	Not in dispute
142		Caretaker's wages	£3,071.25	No evidence expense incurred in this amount. Charge unreasonable in amount.	Calculated and due in accordance with paragraph 6 of the Third Schedule of the lease dated 14 August 1987. Minimum wage and no wage slip required.	Not in dispute
143		Caretaker's Rent	£3,465.00	No evidence this represents the notional rack rent letting value of the caretaker's flat and/or that	Calculated and due in accordance with paragraph 6 of the Third Schedule of the lease	£3000 Allowed

				landlord received no rent in respect of the caretaker's flat. Charge unreasonable in amount.	dated 14 August 1987.	
144		Caretaker's Council Tax	£524.74	No evidence expense incurred in this amount. It is understood the caretaker is responsible for payment of council tax.	Royal Borough of Kensington and Chelsea council tax invoice for period 01/06/2008 to 31/03/2009	Allowed
145		Caretaker's water rates	£134.22		Thames Water invoice due for payment on 01/10/2008	Not in dispute
146		Caretaker's expenses	£108.27		Hand written invoices from caretaker for cleaning products and window cleaning	Not in dispute
147		Management charge (@ 15%)	£6,436.41 (£1,544.74)	No management services provided by landlord (or no services provided to a reasonable standard) and sum claimed unreasonable in amount in that, in particular management charges are applied in respect of services for which no management is required (e.g. notional rent of caretaker's flat).	Calculated and due in accordance with clause 2(3) of the lease dated 14 August 1987.	
148	01/01/2009-30/06/2009	Telephone	£275.00		Standing charge for caretaker's line rental and call allowance.	£150 allowed
149		Electricity	£953.03		EDF Energy invoices dated 10/02/2009 and 11/05/2009 relating to meter numbers 16730 and 47423 for stairs and front basement.	Allowed
150		Gas/Oil	£8,715.30		British Gas invoices dated 24/12/2008, 26/02/2009 and 04/06/2009 plus letter confirming duplication to be taken off next service charge	Not in dispute

					statement	
151		Heating Maintenance	£653.20		HH Abbs & Co invoices numbered 50376, 50483 and 50509	Not in dispute
152		Property Insurance	£5,136.20		Zurich Insurance premium for period 24/06/2009 to 24/06/2010	8% interest charge disallowed
153		Property Repairs & Maintenance	£3,423.55		DM Stubbenhagen invoices numbered 1810, 1812, 1828, 1830, 1859, 1866, 1872, 1874, 1882, 1884, 1885 and 1891	See other schedule
154		Accountancy Fees	£750.00		Charge included by accountant in invoice covering all Landlord's properties.	Not in dispute
155		Caretaker's wages	£3,128.58		Calculated and due in accordance with paragraph 6 of the Third Schedule of the lease dated 14 August 1987. Minimum wage and no wage slip required.	Not in dispute
156		Caretaker's Rent	£3,465.00		Calculated and due in accordance with paragraph 6 of the Third Schedule of the lease dated 14 August 1987.	£3000 Allowed
157		Caretaker's water rates	£139.98		Thames Water invoice due on 01/04/2009	Not in dispute
158		Caretaker's expenses	£137.23		Hand written invoices from caretaker dated 31/12/2008, 31/01/2009, 28/02/2009, 31/03/2009, 31/05/2009	Not in dispute
159		Management	£4,016.56		Calculated and due in accordance with clause 2(3) of	

		charge (@ 15%)	(£963.97)		the lease dated 14 August 1987.	
160	01/07/2009-31/12/2009	Telephone	£290.00		Standing charge for caretaker's line rental and call allowance.	£150 allowed
161		Electricity	£740.81		EDF Energy invoices dated 30/07/2009 and 28/10/2009 relating to meter numbers 16730 and 47423 for stairs and front basement.	Allowed
162		Gas	£2,938.59		British Gas invoices dated 28/08/2009 and 07/12/2009	Not in dispute
163		Heating Maintenance	£400.20		HH Abbs & Co invoices numbered 50689, 50761 and 50926	Not in dispute
164		Property Repairs & Maintenance	£5,594.75		DM Stubbenhagen invoices numbered 1965, 1970, 1971, 1977, 1983, 1985, 1986, 1988, 1994, 2005, 2006, 2023, 2029, 2039, 2040, 2042, 2043, 2047, 2050, 2072, 2073, 2074, 2075, 2093, 2094 and 2100	See other schedule
165		Entryphone	£138.00		Simply Alarming Security Ltd invoice numbered 17155	Allowed
166		Accountancy fees	£750.00		Charge included by accountant in invoice covering all Landlord's properties.	Not in dispute
167		Caretaker's wages	£3,228.58		Calculated and due in accordance with paragraph 6 of the Third Schedule of the lease dated 14 August 1987. Minimum wage and no wage slip required.	Not in dispute

168		Caretaker's rent	£3,465.00		Calculated and due in accordance with paragraph 6 of the Third Schedule of the lease dated 14 August 1987.	£3000 Allowed
169		Caretaker's council tax	£536.61		Royal Borough of Kensington and Chelsea council tax invoice for period 01/04/2009 to 31/03/2010	Allowed
170		Caretaker's water rates	£139.97		Thames Water invoice due for payment on 01/10/2009	Not in dispute
171		Caretaker's expenses	£149.02		Hand written invoices from caretaker dated 31/08/2009, 30/09/2009 and 30/11/2009 (less phone line) for light bulbs and cleaning products	Not in dispute
172		Management charge (@ 15%)	£2,755.73 (£661.38)		Calculated and due in accordance with clause 2(3) of the lease dated 14 August 1987.	

20%	Management duties	Other	Applicant's comments	Tribunal's decision
5(1) Invoice 1002 £215.50			Pest control. Called by caretaker, arranged for attendance and access. Two visits. 20% mark up	Agreed by the parties
5(2)		Invoice 1020 £47.00 duties contracted out to HH Abbs	The applicant does not have a contract with HH Abbs, D.M.Stubbenhagen is much less expensive with adequate skills to resolve simple boiler matters without the need to call out specialist heating engineers.	The tribunal finds that this Cost should be covered by the Abbs maintenance contract and is disallowed
5(3)	Invoice 999 £129.25		Arranged for and assisted BT engineers to access roof via 32 Pont Street lift winding room.	The tribunal finds that this expense is part of the caretakers role and is disallowed
5(4)	Invoice 1040 £752.00 half yearly retainer		Maintenance contract with D.M.Stubbenhagen includes 24/7 call out and emergency cover, only charging for labour from arrival on site	The half yearly maintenance contract charge is allowed throughout
20(1)		Invoice 1051 £76.38 relates to HH Abbs contract duties, double charge	See item 5(2) above	Allowed

20(2)		Invoice 1058 £58.88 duplicate of caretaker's request, payment for light bulbs same period	20 Extra light bulbs required plus fitted 4 into light fittings. Not duplicated.	Disallowed. The caretaker bought bulbs on 24.1.2004
20(3)		Invoice 1059 £170.38 relates to HH Abbs contract duties, amount charged unclear	Invoice very clear Replaced sangamo timer (parts + Labour) See item 5(2) above	Allowed
20(4) Invoice 1062 £105.75			Pest control See item 5(1) above 20% mark up	agreed
20(5) Invoice 1069 £94.00			Entry phone repair carried out by D.M.Stubbenhagen, labour charge only. No mark up	This is part of the caretaker's role and a call to the engineer would suffice. Disallowed

20(6)		<p>Invoice 1081 £211.50 supervision only managing agent/caretaker duties. Front area mentioned is Landlord exclusive and not included in area for which the tenants are responsible</p>	<p>Cleared accumulated building's rubbish from cellars. Dustman will not remove large household items. Large boxes/Packing cases,</p>	<p>Allowed</p>
20(7)		<p>Invoice 1086 £82.13 Expense not incurred. The caretaker contacted M Landra directly, water switched off immediately, no damage caused</p>	<p>Very clear on invoice. Access gained from 32 via roof.</p>	<p>Again this is a matter that should have been dealt with by the caretaker and is disallowed</p>
20(8)		<p>Invoice 1088 £105.75 this is a charge for work falling within HH Abbs duties</p>	<p>Very clear on invoice Repaired leak in cellar. See item 5(2) above</p>	<p>allowed</p>

20(9)		Invoice 1095 £211.50 this is unreasonable in amount. Traps in the communal area were laid down less than 2 weeks before. See invoice 1062	Pest control is an ongoing issue in Knightsbridge. Traps are checked and re-baited as requested. While mice are active in building s traps will be re baited and checked as required. See item 5(1) above	allowed
20(10)	Invoice 1098 £752.00 half yearly retainer		Maintenance Contract. See item 5(4) above	allowed
32(1)	Invoice 1121 £58.76		Roof access required for flue lining companies and to install extractor fans in caretaker's flats.	Caretaker's role. Disallowed
32(2)		Invoice 1126 £82.25 , it is unclear what this charge is for, unreasonable in amount	Called by flat 3, leaking roof as detailed on invoice.	This should be part of the 6 month retainer therefore disallowed

32(3)		Invoice 1144 £94.00 unreasonable in amount, clearing the light well of leaves is a duty of the caretaker	This is not the duty of the caretaker. Low roof gutters cleaned Rainwater sump gulleys cleaned and washed. Manhole covers lifted and cleaned. Area disinfected and rubbish removed from site as detailed on invoice	Allowed
32(4) Invoice 1152 £211.50			During routine inspection aerial broken away from chimney, damaging roof. Repaired and tidied up as detailed on invoice. Carried out by D.M.Stubbenhagen, labour charge only. No mark up	Allowed
32(5) Invoice 1157 £29.38			Supplied 30 hallway lamps. And delivered to building. Cost of bulbs only. No mark up	Allowed
32(6)		Invoice 1160 £58.75 removal of rubbish in cellar. This was purely for the benefit of the Applicant as the cellar is its exclusive area	Removed rubbish left in cellars. Dustman will not remove this type of rubbish. See item 20(6) above	Allowed

32(7) Invoice 1168 £423.00			Pest control is an ongoing issue in Knightsbridge. Traps are checked and re-baited as requested. While mice are active in building s traps will be re baited and checked as required. This invoice is for multiple visits as detailed on invoice. See item 5(1) above 20% mark up	Pestdead's invoice is for £270. Therefore that sum plus VAT is allowed
32(8)	Invoice 1173 £752.00 half yearly retainer		Maintenance contract. See item 5(4) above	Allowed
46(1)		Invoice 1194 £963.50 this relates to water damage work in Flat 3 covered under insurance	This was a temporary repair, until source of problem was resolved. Not claimed under insurance	Disallowed. It should have been claimed under the appropriate insurance policy
46(2)		Invoice 1211 £35.32 relates to turning off boilers, the work was contracted to HH Abbs	See item 5(2) above	Disallowed. This should be part of the Abbs maintenance contract

46(3)		Invoice 1212 £94.00 relates to leak in Flat 1 at the time belonging to Landlord and covered by insurance	Leak in flat 1 called by caretaker. Bathroom pipework fixed. Pipework is part of building. Not claimed under insurance	Disallowed. It appears that The Landlord was not contributing to the service charge at this time. Chargeable to the lessee or insurance
46(4)		Invoice 1227 £243.23 , differs in amount differs from previous charges, pest control two visits only	Pest control depending on requirements at the time. See item 5(1) above	The Pestdead invoice is for £180. That sum is allowed plus VAT
46(5)	Invoice 1240 £752.00 half yearly retainer		Maintenance contact. See item 5(4) above	Allowed
59(1)		Invoice 1259 £129.25 relates to water leak in Flat 1 belonging to landlord at the time, covered by insurance	Leak in flat 1 called by caretaker. Bathroom pipework fixed, bathroom shower leaking. Pipework is part of building. Not claimed under insurance	Disallowed see 46[3] above

59(2)		Invoice 1261 £47.00 , relates to turning the heating on, an HH Abbs duty as per contract and invoiced by HH Abbs for same job for same period; double charging	See item 5(2) above	Disallowed. Abbs maintenance contract should cover this expense
59(3)		Invoice 1270 £470.00 re vibration noise, the nature of work and time spent is unclear, and in any case should be carried out by HH Abbs	Very clear on invoice. 4 visits to building tenant flat 2 complaining of noise. Very difficult to establish the cause. See item 5(2) above	Allow one visits at £100 plus VAT only
59(4)	Invoice 1271 £82.25		Called by caretaker as detailed on invoice. See item 5(4) above	Disallowed. Caretaker should have dealt in her role

59(5)		Invoice 1277 £205.63 , re vibration noise, see invoice 1270 above; the nature of work is unclear, not within communal areas, and should have been attended to by HH Abbs, see HH Abbs invoice 47707 in relation to the same job	As previously noted inv 1270 (4 visits) Inv 1277 (2 visits) Continuing problem with vibration noise. As detailed on invoice.	Disallowed. Should be charged to the flat owner
59(6)	Invoice 1281 £752.00 relating to challenged retainer		Maintenance Contract. See item 5(4) above	Allowed
72	Invoice 1309 £752.00 relates to challenged retainer		Maintenance Contract. See item 5(4) above	Allowed

84(1)		Invoice 1330 £141.00 relates to work contracted to HH Abbs and for liaising with HH Abbs and arranging access to flats, a managing agent/caretaker task	Re-occurring noise as previous invoices 1270 and 1277. Fully detailed on invoice. See item 5(2) above	Disallow. Abbs attended on 8.8.2006
84(2)			Pest control See item 5(1) above 20% mark up	Pestdead charged £110. This is allowed at £110 plus VAT
84(3)		Invoice 1361 £752.00 relating to challenged retainer	Maintenance Contract. See item 5(4) above	Allowed
98(1)		Invoice 1383 £47.00 building inspections included in retainer	As detailed on invoice following storms. See item 5(4) above	Part of the 6 month maintenance agreement therefore disallowed

98(2)		Invoice 1417 £411.25 , relates rubbish removal by 3 men over 1 day, it is unclear where and what; probably from landlord area	Cellar clearance again. See item 20(6) above	Allowed
98(3)		Invoice 1422 £193.88 , the amount relating to rubbish clearing and rear light well cleaning is challenged as it is not clear whether this work fell within the tenants' responsibility and/or that the amount charged was reasonable	Fully described in invoice. Rear lightwell Cleared away plants and undergrowth. Cleaned out sump gulleys and opened jammed gate. Cleared, disinfected and removed rubbish.	allowed
98(4)	Invoice 1425 £752.00 relating to challenged retainer		Maintenance Contract See item 5(4) above PAID BY FLAT 2	Allowed

110(1) Invoice 1458 £58.57			Replaced glass in window. Carried out by D.M.Stubbenhagen, cost of glass and labour charge only. No mark up	Allowed, a reasonable charge
110(2)		Invoice 1459 £82.25 the amount charged for light well cleaning is unreasonable	Side lightwell cleared and cleaned as detailed on invoice.	Allowed
110(3)	Invoice 1518 £752.00 relating to challenged retainer		Maintenance contract. See item 5(4) above PAID BY FLAT 2	Allowed
123(1)		Invoice 1570 £47.00 relates to changing 11 light bulbs, a caretaker's duty	Changed 11 light bulbs on stairs during building inspection. The stairs were in darkness it needed to be done.	Allowed, it is more than just supplying bulbs
123(2)	Invoice 1577 £105.75		Access required for heating engineers. To discuss pipe locations within flats.	Disallowed part of 6 month agreement

123(3)	Invoice 1600 £188.00		Building heating engineers and scaffolding required access on separate days. As stated on invoice.	Disallowed. Part of the 6 month agreement
123(4)	Invoice 1605 £99.88		Changed door lock on caretakers flat as detailed in invoice. Carried out by D.M.Stubbenhagen, cost of materials and labour only. No mark up	Allowed
123(5)	Invoice 1612 £152.75		Pest control. 20% Mark up	Agreed
123(6)	Invoice 1617 £752.00 relating to challenged retainer		Maintenance contract. See item 5(4) above PAID BY FLAT 2	Allowed
137(1)		Invoice 1538 £47.00 , charge relates to replacing 15 light bulbs, caretaker's duty	Replaced bulbs as needed, 2 separate visits.	Disallowed, part 6 monthly agreement and caretaker role

137(2)	Invoice 1668 £205.63		Meeting onsite with building surveyor.	Disallowed part of settlement order in any event part of the caretaker's role
137(3)	Invoice 1669 £52.88		Meeting onsite with asbestos surveyors.	As 137[2] above
137(4)	Invoice 1670 £35.25		Meeting with damp proof surveyors.	As 137[2] above
137(5)		Invoice 1671 , time charge unclear	As detailed on invoice	Allowed, outside 6 monthly agreement
137(6)		Invoice 1672 £634.50 relates to the refurbishment of caretaker's flat which has been dealt with separately	Removal of ceilings for structural engineer. Not refurbishment Not included in settlement reached as settlement was for future costs.	Disallowed, part of tribunal settlement

137(7)		Invoice 1673 £105.75 this is a charge for key-cutting and is unreasonable in amount	Cut 3 extra sets of keys 12 keys in total.	Allowed
137(8)		Invoice 1722 £63.25 relates to replacing light bulbs, a caretaker's duty	As described on invoice.	Allowed
137(9)		Invoice 1723 £92.00 relates to removal of Applicant's rubbish	Rubbish removal cellars. Building's rubbish, not applicant's See item 20(6) above.	Allowed

137(10)		Invoice 1724 £92.00 an unreasonable charge relating to the supply and fitting of a doormat on 23.12.08 which had already been replaced by M Landra and invoiced by Carpet Bureau 12 January 07 £60.00	Needed replacing 23 months after previously changed.	Allowed but Landlord to produce copy invoice evidencing payment
137(11)			Pest control. See item 5(1) above 20% Mark up	Pestdead invoice for £110. That sum allowed plus VAT
137(12)	Invoice 1750 £736.00 relating to challenged retainer		Maintenance contract. See item 5(4) above	Allowed

153(1)		Invoice 1810 £126.50 relates to refurbishment of the caretakers flat which has been dealt with separately	Making access for pipework cold water mains as described on invoice. Not refurbishment See item 137(6) above	This should be included in the main contract price and is therefore disallowed
153(2) Invoice 1812 £111.55			Vacuum cleaner supplied and delivered to site at cost. Cost and nominal time charge only No mark up	Allowed
153(3)		Invoice 1828 £356.50 relates to refurbishment of caretaker's flat which has been dealt with separately	Cut holes for pipework for new cold water main. Not refurbishment.	See 153[1] above, disallowed
153(4)		Invoice 1830 £126.50 relates to refurbishment of caretakers flat which has been dealt with separately	Meeting onsite with structural engineers. Not refurbishment See item 137(6) above	Caretaker's duties therefore disallowed

153(5)		Invoice 1859 £322.00 relates to arranging type 2 asbestos survey, there is no evidence the expense incurred; no report has been supplied by the Applicant to date despite requests	Type 2 survey, as stated on invoice. Report available.	This survey relates to the common parts and is reasonable and is allowed
153(6) Invoice 1866 £322.00			Pest control 20% Mark up See item 5(1) above	The Pestdead invoice is for £220 and therefore that sum and VAT is allowed
153(7)	Invoice 1872 £46.00		Meeting onsite with heating engineer	Caretaker or under the 6 month agreement. Disallowed

153(8)		<p>Invoice 1874 £414.00 relates to various work, lock replacement and deadlock installed to fire door leading to basement area wrongly referred to as caretaker's internal door. This door should be kept unlocked at all times and accessible by tenants but it is not; requests for keys have been ignored</p>	<p>Fully described on invoice. Not a fire exit, the door is to protect the hallway and stairs from below. Access not required by tenants</p>	<p>Allowed</p>
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153(9)		<p>Invoice 1882 £598.00 there is no evidence this expense was incurred; it relates to further lock changes, which were not justified and/or for the benefit of the Applicant only</p>	<p>Fully described on invoice. This is the main entrance door to the building, you received new keys to access the building. Security upgrade.</p>	<p>Waived by the Applicant Landlord</p>
153(10)		<p>Invoice 1884 £172.50 the amount relating to the cleaning of the light well and window sill is queried since this the caretaker's duty</p>	<p>Side lightwell. As detailed invoices Not a caretaker's duty</p>	<p>Allowed</p>

153(11)		Invoice 1885 £92.00 this seems to be a duplication of the previous invoice and, in any event is for light well cleaning and other caretakers task	REAR Lightwell. As detailed on invoice. Not a caretaker's duty. Not duplicated, different areas and different dates	Allowed
153(12)	Invoice 1891 £736 relating to challenged retainer		Maintenance Contract See item 5(4) above	Allowed
164(1)		Invoice 1965 £103.50 charge unclear	Fully described on invoice. Re-silicone caretakers shower and fitting cupboard door bolt.	Allowed
164(2)	Invoice 1970 £69.00		As detail in invoice. Called to building, no hot water.	Disallowed, payable by the lessee involved
164(3)	Invoice 1971 £143.75		Meeting onsite with Mr Nicholas Dutton of Cadogan Estates.	This part of the settlement and is disallowed

164(4)		Invoice 1977 £563.50 charge unclear	Fully described on invoice. Periodic electrical test.	Mr Stubbenhagen indicated he had charged £80 plus VAT. This charge should be part of his 6 month agreement and that sum is therefore deducted from the amount claimed
164(5) Invoice 1983 £166.75			Removed, refitted window entrance hallway. New sash cords. Carried out by D.M.Stubbenhagen, labour and materials only. No mark up	Allowed
164(6)		Invoice 1985 £103.50 no evidence tests incurred, relating to area over which the applicant asserted its sole and exclusive ownership despite head lease making different provisions	Fully described on invoice. Earth bonding as required. Part of maintaining the integrity of the building	Allowed

164(7)		Invoice 1986 £126.50 relating to caretaker's flat refurbishment settled in previous proceedings property has been a building site since beginning 2009 in any case	Repair to caretakers kitchen roof in side lightwell. Not refurbishment. Part of maintaining the integrity of the building See item 137(6) above	Allowed
164(8)		Invoice 1988 £92.00 no evidence this expense was incurred, if incurred then should be in 20% column	Replaced 2 pendant lamp holders. As stated in invoice. Carried out by D.M.Stubbenhagen. No mark up	Allowed
164(9)		Invoice 1994 £103.50 , charge unreasonable, no evidence clearing occurred. M Landra regularly clears gutters at that level	Cleaned by D M Stubbenhagen. Accessed from 32 Pont street via fire escape. This was done with drain rods pushing the debris into the lightwell below and cleaning afterwards. Obviously not cleaned regularly by M Landra as respondent claims.	Allowed

164(10)	Invoice 2005 £46.00		Called by caretaker entry phone system not working. No obvious faults, called out specialist.	Disallowed. The caretaker could have called the engineer direct or it could have been dealt with a call from Mr Stubbenhagen. No need to attend
164(11)	Invoice 2006 £46.00		Called by caretaker no cold water in flat 1. Met engineer from Abbs.	Part of 6 month agreement therefore disallowed
164(12)		Invoice 2023 £103.50 partly caretaker's duty caretaker's duties	Front and side lightwells. Fully detailed on invoice. Not caretaker's duties.	Allowed
164(13)	Invoice 2029 £57.50		Called by tenant flat 2, water coming from roof area.	Allowed
164(14)	Invoice 2039 £126.50		Meeting onsite with structural engineer.	Caretaker could have dealt therefore disallowed. Alternatively part of the settlement
164(15)	Invoice 2040 £184.00		Meeting onsite with Roy Ilott (Surveyor)	Caretaker could have dealt therefore disallowed. Alternatively part of the settlement

164(16)		Invoice 2042 £103.50 unreasonable amount for the work done, refitting a loose carpet on the basement stairs (max 10 steps)	Removed and refitted loose and dangerous stair carpet.	Allowed
164(17)		Invoice 2043 £828.00 relates to arranging for removal of demolition rubbish from caretaker's flat as part of its refurbishment, which has been dealt with separately	Caretakers Flat, removal of debris following asbestos inspection Not refurbishment See item 137(6) above	Disallowed, part of settlement

164(18)		Invoice 2047 £161.00 relates to cutting up and removing terrace decking, which the Applicant had formally undertaken to pay for	Removal of respondent's decking installed in breach of lease, following repeated requests.	Disallowed. In evidence the Landlord confirmed that the costs of removal would be borne by the Company
164(19)	Invoice 2050 £161.00		Meeting onsite with Zurich Insurance risk assessment.	Disallowed part of 6 month maintenance agreement
164(20)	Invoice 2072 £92.00		Meeting onsite with Mr Nicholas Dutton of Cadogan Estate.	Disallowed, ether part of the 6 month agreement or the Landlord's own costs
164(21)	Invoice 2073 £310.30		Cleaning of stair and landing carpets. 20% mark up	Mark up disallowed
164(22)	Invoice 2074 £161.00		Meeting onsite for fire risk assessment.	Part of 6 month agreement or caretaker responsibility. Disallowed

164(23)		Invoice 2075 £868.25 relates to refurbishment work to the caretaker's flat, which has been dealt with separately	Not refurbishment. Invoice refers to Fire safety & warning signs, boiler room lock fitting, door closers and lightbulbs. See item 137(6) above	Allowed
164(24)		Invoice 2075 £868.25 mixed charges all unclear, no evidence expense incurred	See above. (duplicated by respondent) All items detailed separately on invoice	Duplicated with 164[23] above
164(25)	Invoice 2093 £92.00		Meeting onsite with heating Engineers.	6 monthly agreement or caretaker. Disallowed
164(26)	Invoice 2094 £46.00		Called to building regarding water leaking into side lightwell.	Disallowed part of 6 month agreement
164(27)	Invoice 2100 £736.00 relating to challenged retainer		Maintenance Contract See item 5(4) above	Allowed