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MAN/00BN/LSC/2011/0048

**HM COURTS AND TRIBUNAL SERVICE**

**LEASEHOLD VALUATION TRIBUNAL  
of the  
NORTHERN RENT ASSESSMENT PANEL**

**LANDLORD AND TENANT ACT 1985  
SECTIONS 27A and 20C**

**PROPERTY** Apartment 29, Tower 2, Lakeside Rise,  
Manchester M9 8QD4

**Applicant:** Adam Fuller

**Respondent:** Lakeside (Blackley) Management Company Ltd

**The Tribunal:** Chairman: John R Rimmer BA, LL.M.  
Valuer Member: David Bailey FRICS  
Lay Member: Nasrin Ali BEng

**Date of Hearing:** 3<sup>rd</sup> April and

**Date of Determination:** 4<sup>th</sup> July 2012

**Present** Adam Fuller, Applicant  
Sarah Allen for the Respondent  
Jessica Banks and Nigel Gaskell for Mainstay

**Order:** **The service charges payable by the Applicant to the Respondent in respect of the year to 31<sup>st</sup> December 2006 through to the year to 31<sup>st</sup> December 2011 as invoiced or budgeted by the Respondent are reasonably incurred for work of a reasonable standard save and except as determined below in paragraph 20 herein and those relevant item numbers in the Annex hereto.**

**A. Application.**

- 1 The Applicant is the leasehold owner of the apartment known as Apartment 29, Tower 2, 12, Lakeside Rise, Blackley, Manchester and the Respondent is the management company having responsibility for the provision of the services for the development which comprises Lakeside Gardens and does so through the medium of Mainstay Residential Limited, its managing agents.

- 2 The Applicant seeks a determination from the Tribunal as to the reasonableness of the service charges payable for the years from 2006 to 2011.
- 3 Three issues in particular are raised by the Respondent in relation to the charges for the years in question
  - The running costs of the gym (contained in a discrete building at one edge of the Lakeside Gardens development)
  - The cost of gardening and landscaping
  - The relationship between repair works for the building(s) and potential claims either on the buildings' insurance policy or builders' warranties
- 4 Directions as to the future conduct of the proceedings were given by a procedural chairman and then the parties were eventually able to agree a schedule of matters that remained in dispute and to be determined by the Tribunal.
- 5 Submissions made on behalf of the parties were brief. The Applicant directed the Tribunal to the relevant issues in the application form. The Respondent provided a simple statement in response relying on the provisions in the lease under which it claims to be able to recover the charges from the Applicant and other leaseholders and providing supporting documentation by way of invoices and accounts, together with the budget for the current service charge year.
- 6 There had also been a previous determination of a Leasehold Valuation Tribunal (to which reference will be made later, where appropriate) dealing with some of the issues to be considered within these proceedings. It appears that it was largely as a result of the determination made there that the Applicant was persuaded to make this further application to the Tribunal.
- 7 The Tribunal was provided (at page 35 onwards in the bundle of documents supplied by the Respondent) with a specimen lease and neither party drew the attention of the Tribunal to any variation from this that might apply to Mr Fuller's own lease for Apartment 29, Tower 2. This specimen contains a definition clause at clause 1 that directs a reader of the lease to the "Estate Services" which are to be found in the Fifth and Sixth Schedules to the lease and the "Estate Expenditure" is the cost of providing those services. In clause 4.3 of the lease the lessee covenants to pay the "Service Charge" which is the lessee's proportion of the total expenditure, based on the proportion of the total area of accommodation represented by the area of the lessee's accommodation.

**B. Inspection**

- 8 On the morning of 3<sup>rd</sup> April 2012 the Tribunal inspected the development at Lakeside Gardens, including the grounds and the common parts appurtenant thereto, in addition to the residential blocks. It may be described as a development of three multi -storey blocks constructed of brick with cladded fascias which started out as what might be termed typical post-war local authority accommodation but which has undergone significant improvement and repair on passing into the private sector. There are a further number of modern, new-build houses set in blocks adjacent to those containing the original flats. Extensive parking is provided and there are landscaped grounds in addition. The development is approached via a long

a roadway which passes through part of the grounds and leading to security gating set into the surrounding fencing that provides it with a clear boundary. The renovations and improvements to the common parts appear to have been substantial and completed to a high standard, commensurate with the need to effect considerable updating to the blocks. The grounds are maintained to a reasonable standard and include a pond to which the Tribunal understands fishing access is allowed, together with a gymnasium building that is the subject of much about which the parties seek to engage the assistance of the Tribunal.

#### **D. The Evidence and the Hearing**

- 9 The Tribunal was assisted particularly by Mr Fuller himself and by Miss Banks for Mainstay in providing a detailed examination of those matters contained in the joint schedule that had been produced. It is fair to say that they were both hampered in providing as much information as they would have wished. Mr Fuller by the disadvantage of not having information at his fingertips, by reason both of the sheer amount involved and having conducted the case almost singlehandedly. He did however set considerable store by the decision of a previous decision of a differently constituted Tribunal in relation to another apartment in the block (MAN/00BN/LIS/2010/0024 dated 3<sup>rd</sup> January 2011). Miss Banks and Mainstay had replaced the previous managing agents and as is often the situation when that has occurred the information that has been passed on is not necessarily as full as it might be.
- 10 Nevertheless all concerned appeared to provide the Tribunal with as accurate a recollection of the circumstances relating to the work done at Lakeside Gardens as possible. Neither party sought to overemphasise its case nor to invent or guess at details where personal or documentary information was not available. It was also necessary for the Tribunal to send the parties away to provide further information in writing to fill gaps in what was already available in order to give the Tribunal a more complete picture.
- 11 The Tribunal does not intend to set out here the evidence of the parties at length. The Tribunal has however taken into account all that it has heard from the parties and read in the extensive documentation supplied to it. It has also from time to time been required to use its own skill, experience and judgement, to do the best it can to decide upon the reasonableness of many entries in the schedule for which information was sparse.

#### **E Tribunal's Conclusions and Reasons**

- 12 The law relating to jurisdiction in relation to service charges falling within Section 18 is found in Section 19 Landlord and Tenant Act 1985 which provides:
  - (1) relevant costs shall be taken into account in determining the amount of a service charge payable for a period-
    - (a) only to the extent that they are reasonably incurred, and
    - (b) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard

Further section 27A landlord and Tenant Act 1985 provides:

- (1) An application may be made to a leasehold valuation tribunal for a determination whether a service charge is payable and, if it is, as to –
- (a) the person by whom it is payable
  - (b) the person to whom it is payable
  - (c) the amount which is payable
  - (d) the date at or by which it is payable, and
  - (e) the manner in which it is payable

and the application may cover the costs incurred providing the services etc and may be made irrespective of whether or not the Applicant has yet made any full or partial payment for those services(subsections 2 and 3)

Subsection 4 provides for certain situations in which an application may not be made but none of them apply to the situation in this case.

- 13 In coming to its conclusions there are a number of matters about which it is necessary to make general comment:
- The primary determinant as to what is payable or not is the lease. If the lease does not provide for the recovery of certain expenditure then it cannot be recovered
  - Once it is established that a particular cost is recoverable the principal duty upon it is to determine that costs have been reasonably incurred and the work completed to a reasonable standard.
  - The Tribunal cannot impose upon the parties a determination merely on the grounds that it decides that a particular cost or particular works are, in its opinion, more reasonable than those adopted by a party.
  - As a starting point an Applicant who is a leaseholder/payer of service charges bears the burden of establishing a case that charges are not reasonable. If the Applicant is the provider of the services for which charge is being made he bears the burden of establishing that such charges are reasonable.
- 14 If the first of those principles is applied to the provision of the gym the Tribunal is of the view that the Respondent is in difficulties. It is of the opinion that neither Clause 4, nor the Schedules to the lease include, directly or indirectly, reference to the provision of this service within the recoverable charges. The Tribunal has therefore disallowed all the costs relating to the gym referred to in the Schedule provided by the parties.
- 15 There are other matters upon which general comment should be made, the better to explain what matters have informed the decision making process of the Tribunal in relation to those specific items on the Schedule.
- 16 It was unfortunate that the Schedule was provided over several pages with inconsistent numbering of items between pages, or indeed none at all. It will assist the parties to consider pages 69 to 88 in the bundle of documents in the following manner:
- The numbering of items on pages 69 to 73 is continued
  - The items on pages 74 to 83 should continue that numbering, from item 93 to item 277
  - Items on page 84 are re-numbered 278 to 298.
  - The remaining items then continue that sequence, from 299 to end on page 88 with items 352 to 354.

17 Concierge Service

The Tribunal is satisfied as a general principle that such a service falls within the provision of the lease and that such a service may include the indirect cost of such matters as the fuel/council tax/telephone accounts for accommodation and the periodic costs associated with its upkeep. The fact that the current managing agents have decided to deal with local management of the development in a different way does not make the previous scheme unreasonable and they are not to be criticised for attempting to provide a desirable service at reasonable cost.

18 Insurance related matters

There appear to be three issues arising here at different places in the schedule.

- A number of entries appear with the Respondent's comments that such entries have indeed been the subject of an insurance claim. The Tribunal has taken this at face value to indicate that monies have been paid under the appropriate policy to cover such expenditure and so there should be no equivalent charge to leaseholders. This state of affairs should be checked appropriately
- The use of a block insurance policy is appropriate and the experience of the Tribunal is that to attempt to cover the same risks by leaseholders own policies would be more expensive. In the absence of any contrary evidence the use of insurance brokers, and the premiums involved, suggest the costs are reasonable
- There are items in the schedule for which no insurance claim is made because they are below the excess on the policy, but there are also some items that exceed the excess. The Tribunal accepts that the condition of the current insurance market is such that a value judgement needs to be made as to how a number of small claims may adversely affect future premiums. The Tribunal accept that in making those judgements the managing agents have acted reasonably.

19 Management fees

Although the management fee is based upon a block charge, now made by Mainstay, to the management company, rather than by way of a fixed fee per unit being managed ( see, for example, RICS guidance on managing residential accommodation) the Tribunal does not regard the amount as payable by individual leaseholders, particularly Mr Fuller, to be unreasonable. By virtue of the formula provided in the lease he is not paying an amount much different from what would be likely to be charged on a unit by unit basis. There is also a provision in the agents agreement with the Respondent for increasing the amount payable in line with increases in the Average Earnings Index. This provides an easily calculable figure for each year and is not unreasonable.

20 Gardening and ground maintenance

The Tribunal is satisfied that the grounds are maintained to a reasonable standard and this was evident during its inspection. It was however concerned that the cost was higher than was reasonable. The grounds consist mainly of car parking provision and grassed areas with some shrubbery and small areas of beds requiring more intensive work. The costs invoiced from Lowther Forestry Group are considered to be too great and beyond what is reasonable. This Tribunal is aware of the assessment made by its predecessor and the basis upon which that assessment has been made (24 visits annually, by 2 men, for 6 hours each per visit, at £25.00 per hour, inclusive of VAT). It sees no good reason to depart from that

assessment. This is considered an adequate and reasonable amount for the work involved. This may in part be reflected in the lower priced invoices of the new contractors. The Tribunal limits the amount chargeable for this item to £7200.00 per annum up to 31.12.2010, and to allow for a reasonable increase over time, to £7800.00 per annum thereafter.

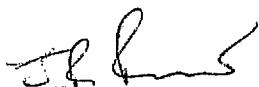
21 Lifts, security provision, gates and intercom services

The Tribunal is unfortunately aware of the cost of maintaining and improving security systems, prone as they are to failure from time to time because of their complexity and subject to the frequent difficulties of accidental and reckless damage by perpetrators that are never traced. It is also aware of the particular social problems that exist in the vicinity of Lakeside Gardens and the view that might be taken of continued vigilance, even so far as providing temporary additional measures when systems fail. In that light the Tribunal has taken a view that the provision that has been made is reasonable and at reasonable cost

22 Other issues

Although the above takes account of the major issues that arise out of the concerns of Mr Fuller in his application and addressed in the Schedule there are other matters dealt with in the schedule that ought to be the subject of comment:

- Lightbulb replacement is a significant cost. It is accepted that in hindsight the cost of replacement may not have been appreciated, and possibly in consequence of that cost, the regularity with which bulbs are "borrowed" from common parts to replace lights in individual flats. The tribunal believes that a replacement system would probably prove more expensive than continuing to service the existing system.
- The telephone accounts have proved difficult to understand but the Tribunal believes that from the information available to it, it has isolated those that should not be the responsibility of leaseholders through the service charge.
- There is an item on the schedule (now numbered 278) relating to payments made by Mainstay to LPC Living Ltd, which, given the only explanation offered being to re-imburse payments already made, is considered reasonable
- There are items now numbered 299-302 for accountancy work carried out to prepare the 2008 and 2009 accounts. Similar sums in the future years under consideration will also be reasonable.



J R RIMMER (CHAIRMAN)

1	Pierce invoice £293.75 For accountancy	This fee is considered reasonable for the work likely to have been done for initial end of year accounts
2	Lloyds TSB bank Charges £2939	Charges for setting up the management company account(s) is reasonable
3+4	Manchester Hygiene Services account for £440 and Foundation and Structural repairs Ltd account for £250	These relate to work done in respect of flood damage and subsequently recovered, to the extent that this could be done, under the insurance policy. They are considered reasonable.
5	Halliwells, Solicitors account for legal work relating to setting up management company	The Tribunal considers this recoverable under the lease and a reasonable amount for such work
6+8 No 7	Powergen accounts for £5919.68 and £2659.67 relating to electricity provision	The explanation given is that these are estimates and the charges are balanced against actual reading obtained later. Given the apparent consistency of the unit readings the tribunal considers the charges to be reasonable
9, 10, 11	LPC Living Ltd accounts for management charges	The Tribunal was concerned that there were no other charges apparent in the information or documentation supplied to it relating to the remaining years for which LPC Ltd were responsible for management but given that the lease allows such charges then the amounts, apportioned among the various properties, are considered reasonable.
12- 13	B and Q invoices for £15.00 x2	These relate to arrears letters addressed to the management company in respect of unpaid bills. It is unreasonable for them to be paid by the leaseholders
14- 16	United Utilities invoices relating to water rates for the Gym.	Please see the general reasons relating to the charges for the Gym provision. They are not recoverable.
17	United utilities invoice for water rates for caretaker's flat	Whilst the Tribunal accepts that the Respondent has taken a view to reduce costs by dispensing with a resident caretaker it was not unreasonable to have employed one in the opening years of the development and to include water rates for his accommodation in the service charge
18- 20	United Utilities invoices for water rates for period from November 2005 to September 2006	The Tribunal has assumed that although the invoices relate to the whole development charges to individual leaseholders only reflect the appropriate proportions from the completion dates for the purchases. There is nothing to suggest otherwise so they are considered reasonable.
21	United Utilities invoice for gym	Not allowed - see 14-16 above
22	Additional United utilities account as in 18-20, above	This is reasonable for the same reason
23- 24	Council tax accounts for caretaker/flat	This is considered reasonable for the same reason as in 17, above
25	Manchester Glass Ltd account for re-glazing costing £82.25	This falls below the insurance policy excess and is considered reasonable

26-27	Invoices from B&Q and P G Electrical for Replacing lightbulbs	The explanation given is that the repairs were needed in view of the way the units were sealed in. The work was therefore needed and necessary. The cost is reasonable.
28	DP&M Construction invoice for £2426.37 relating to gym	See 14-16, above.
29+30	B&Q and P G Electrical invoices for £35.61 and £580.00 relating re-glazing after flood	The explanation is as in 25 above and the cost is considered reasonable.
31+32	Viking Saunas Ltd and P G Electricals for repairs and maintenance to Gym	Despite the differing explanations given for the need for the work they still fall within the determination referred to at 14-16 above/
33	Industrial door Systems	Further explanation being given as to the need to effect as repair that was not covered by the manufacturer's warranty this is considered by the Tribunal to be reasonable
34	Viking Saunas Ltd invoice for £118.91 for gym repairs	See 14-16, above
35	Ikarus Security Ltd invoice for £4162.59	The Tribunal accepted the principle that the cost of additional security at times of gate failure was appropriate but only on the basis that the whole total is properly apportioned between each property so as to ensure that the leaseholders at the time do not subsidise the unsold properties of the developer.
36	Industrial Door Systems invoice for £2333.55	This apparently relates to an incident involving a collision by a refuse lorry with the electronic gates. The account reflects the need to effect repair without liability being established. In the absence of evidence of any fault on the part of the respondent the amount is considered reasonable.
37-38	Lowther Forestry Group invoices for £4222.95 and £1285.45	The Tribunal have considered the invoice amounts in the light of its inspection of the common grounds at the development and is of the view that the amounts are excessive and should be reduced by 10%. The Tribunal was persuaded as to a likely reasonable cost for such work as was adopted by the previous Tribunal
39+40	Kone and P G Electrical invoices for lift and other repairs	There is no evidence to contradict the Respondent's contention that these are repairs for fair wear and tear or misuse that cannot be recovered from insurance. They are considered by the tribunal to be reasonable.
41	P G Electrical invoice for £110	The explanation that this relates to replacement bulbs for communal areas rather than individual apartments indicates that the cost is reasonably incurred
42+43	Industrial Door System invoices for £421 and £230.30	The first invoice was above the threshold for an insurance claim but the Respondent exercised a judgement as to the effect a claim would have had on future premiums. The second is below the threshold and they are both considered to be reasonably incurred
44+45	AWS invoices for gate and intercom fobs and repairs to cable damage	The first relates to additional fobs for occupants requiring them and the second was a necessary repair. They are reasonable costs reasonably incurred



46 + 48	Kone Lift repair invoices	Although the Tribunal was concerned as to the lack of information now available relating to these repairs it was prepared to accept that a reputable repairer was unlikely to effect an unnecessary repair and so determined this expense to be reasonable.
47	Industrial Door Systems invoice for £126.90	The repair of a loose connection for the security gate and considered to be reasonable
49 + 50	John Graham Plumbing Invoice for £229.12 and J L Painting Contractors invoice for £1875.00	These relate to work required to rectify damage to, and caused by, a defective soil pipe. The respondent concedes that there is no information as to the cause or why it was not an insurance/warranty issue. The Tribunal does not consider the cost a reasonable one to be passed on to the leaseholders
51	Lowther Forestry Group invoice for £1104.50	This is subject to a reduction of 10% as in 37-38, above
	8 months to 31 <sup>st</sup> August 2007	37-8, above
52	Industrial Door Systems invoice for £172.73	To repair damage due to vandalism. Reasonable
53	P G Electrical invoice for £118.00	For the same reason as in 26-7 above. Reasonable
54	Industrial Door Systems invoice for £525.23	The explanation is again vandalism. Again it is reasonable expenditure in the circumstances.
55 + 56	Industrial Door Systems invoices for £143.93 and £115.15	There is nothing to contradict the Respondent's contention that this relates to vandalism repair and is therefore considered reasonable
57	P G Electrical invoice for £170.00	This relates to communal lighting repairs and is reasonable
58	Industrial Door Systems invoice for £172.73	This would appear to be the same invoice as in 52 above and as a duplication it is disallowed (unless there is evidence forthcoming to suggest it is a separate matter)
59	Manchester Glass invoice for £82.25	Repair of communal glass below the insurance threshold. Reasonable.
60	Viking Saunas Ltd invoice for £335.12 for gym repairs	This is not allowed. See 14-16, above.
61 + 62	B&Q invoices totalling together £260.11	IN so far as they relate to curtains and kettle for the caretaker's flat they are reasonable. The cost of items for the gym, totalling £93.50 is disallowed
63 + 65	2 invoices from Johnsons Sunblinds	These relate to blinds for the caretakers flats and then further blinds for flats then unlet. The Tribunal considers the cost to be reasonable and reasonably incurred in the best interests of parties already having accommodation on the development
64	Asda - for towels	As a gesture of goodwill to replace those damaged in the soil pipe incident (see 49 -50 above) this is considered reasonable

66	Asda - for flowers and plants for the reception area	This is an expense reasonably incurred in the circumstances
67 to 91	Various BT accounts	In so far as these relate to lines for lift, other emergency call facilities and the provision of services to communal areas and the caretakers flat they are reasonable. Items 74,78 and 88 relate to the gym and are disallowed.
92	Management charges	See the main decision.
93	Missing invoices	See the main decision.
94 + 95	Pierce invoices for £1116.25 and £1175.00	The Tribunal noted that these were much higher than the previous year but accepts that they still represent a reasonable cost for the number of invoices and costs involved.
96	Twin Contract cleaning invoice for £176.25	Relates to internal cleaning of the flat affected by the soil pipe leak and is reasonable
97 + 98	Regal Cleaning and Maintenance invoices for 2x £1498.13	These relate to window cleaning of common areas requiring use of a cherry picker twice in the year. There are no previous similar accounts as the work only commenced when the majority of the build work was completed. For the work that the tribunal believe is required the cost is reasonable
99	TGF Consultants Ltd for gym risk assessment	Disallowed. See 14-16, above.
100	AWS invoice for further key fobs	The explanation is that these are further fobs for stock to replace lost/damaged/broken fobs and in the absence of detailed enquiry as to causes of problems this is a reasonable cost to incur.
101	Companies House - late filing penalty	It is not reasonable that this is charged to leaseholders
102 + 103	Further arrears letter charges from B&Q	As 101, qbove
104 + 106	Marpel Security Invoices for £332.23 x2	Although The tribunal did not get a clear picture of how the security problems arising from defective security gates affected the developer as opposed to the leaseholders it is reasonable to incur cost of additional security pending repairs PROVIDED that it is in accordance with the appropriate apportionment between leaseholders and any unsold apartments
107 To 110	United Utilities accounts for water charges to Gym	Disallowed. See 14-16, above
111 To 114	Manchester City Council - council tax bill for caretaker	It is not unreasonable to agree for this to be paid as part of the overall remuneration package for the caretaker
115 To 116	Manchester Glass Ltd invoices for £282.00 x2 for wind damage to gym	Disallowed. See 14-16, above.
117	Industrial Door Systems invoice for £1171.65	To repair damage from vandalism. Reasonable

118	Lowther Forestry Group - gardening and landscaping invoice for £3198.94	The Tribunal have assessed this on the same basis as for 37-38, above and reduce the amount allowed by 10%
119 To 120	P G Electrical invoices for £178.00 and £90.00	Apparently for the replacement of bulbs in common areas. The tribunal suspects that some may be for light in the gym on the basis of information from the parties but is unable to determine how many, if any at what cost and does not feel it appropriate to interfere with the amount claimed.
121	Central Locksmiths invoice for £65.00	The loss of keys was attributable to the management company rather than occupants. The benefit of the doubt as to it being reasonable to charge replacement is given to the Respondent and is allowed
122	P G Electrical invoice for £248.00	More communal bulbs. Reasonable
123, 124, 126	Invoices from Livesey Group, H Long and PTE Plc	For various gym works. Disallowed
125	P G Electrical invoice for £130.00	More bulbs for communal areas. Reasonable.
127	Manchester Glass Ltd invoice for £282.00	For reglazing in a communal area. Reasonable
128	P G Electrical invoice for £190.00	Bulbs for communal areas. Reasonable
129	B&Q arrears letter	Disallowed
130	Livesey Group invoice for repairs to damaged gatepost	Below the threshold for an insurance claim. Reasonable
131	Lowther Forestry Group invoice for £4296.09	Again assessed on the same basis as 37-8, above. 10% deduction
132 And 133	Viking Saunas Ltd invoices for £29.38 and £201.17 relating to the gym	.Disallowed
134	Kone invoice for repair to lift carriage operating panel	In the absence of any evidence of fault being attributable to any other party this is a reasonable cost
135	Manchester Glass Ltd invoice for £82.49	Relating to the repair of glass in the communal area of Tower 1. Reasonable
136 to 139	4 invoices from Livesey Group (2), Long? Of Oldham and PTE Plc	All relate to work on the gym. Disallowed
140	Livesey Group invoice for £3778.57	This relates to the repairs following a soil pipe leak in Tower 2. If it was the subject of an insurance claim the full accounts of the management company/Respondent will show a contra entry and it will not have been a charge to the leaseholder. If that entry has not been made the charge should not be made and is disallowed.

141	IDS Door Systems invoice for gate repair	Appears to relate to fair wear and tear. Reasonable
142 And 144	Livesey Group and Viking Saunas Ltd invoices for £128.92 and £77.79 respectively	Relating to gym repairs. Disallowed
143	Lowther Forestry Group invoice for £2974.22	Again assessed on basis of 37-8, Above. 10% deducted
145 And 146	Industrial Door Systems invoices for £180.95 and £230.30	The Tribunal is concerned that although a legitimate repair may be required and be reasonable there is no satisfactory explanation for the second amount so soon after the first and the amount of £230.30 is considered to be an unreasonable charge.
147	P G Electrical invoice for £320.00	Bulbs for communal areas. Reasonable
148	Livesey Group invoice for £365.19 for replacing glass in gym door	Disallowed
149 And 150	Teeside Electrical Supplies invoices for £117.06 and £58.53	Bulbs. Although there is a suggestion that LPC accepted there was a fault with the lights the Tribunal does not accept that the fault lies with the previous managing agents, The repairs were required and no clear fault established to fall elsewhere required
151	Viking Saunas invoice for £359.53	This relates to the gym and is disallowed
152 And 154	Teeside electrical Supplies invoices for £117.06 and £29.38	The Tribunal accepts that both these invoices relate to bulbs in communal areas and not as stated in the schedule for the second invoice. They are considered reasonable
153	Regal Cleaning and Maintenance invoice for £1498.13	This relates to window cleaning as in 97-8, above and is reasonable
155	Manchester Glass Ltd invoice for £20.56	Reasonable
156	PTE Plc invoice for £111.63	This relates to the gym and is disallowed
157	PM Construction invoice for £470.00	This repair to a light in the fishermen's car park may or may not have been the subject of an insurance claim and the limited suggestion is that it was not. In the absence of clear evidence that a claim should have been made but not pursued it is considered reasonable for the work to be done.
158	Cheshire Gate Etc invoice for £1821.25	Such evidence as there is suggests this is a different repair to the one carried shortly before and is reasonable
159 And 160	Lowther Forestry Group invoices for £1880.00 x2	These are subject to the 10% deduction as mentioned at 37-8, above.

161	Aerial wired systems invoice for £141.00	This is for a new gate motor. There being no evidence it is not a different gate from one repaired 3 weeks earlier it is considered reasonable
162	Timpson locksmiths invoice for £117.50	To replace keys lost by management company staff. Reasonable
163+ 164	Teeside Electrical Supplies invoices for £605.80 and £447.76	Once again for replacement bulbs in communal areas. reasonable
165	Options Management invoice for £726.21	This relates to soft drinks provision to the gym and is not allowed.
166	Zoom CCTV Ltd invoice for £439.45	For a replacement DVD recorder to enable security camera pictures to be downloaded for police purposes. Reasonable
167 To 209	Various BT invoices	As in 67 - 91, above these relates to a number of lines for a variety of purposes, most adding some value to the services provided for security safety there are those however that relate to matters for which there would appear to be no adequate justification. On the reading of the information before it the tribunal has concluded that invoices 172, 183, 193, 204, and 205 relate to the gym and should not be allowed. Additionally items at 185,196, 206 and 207, are not adequately explained so far as the necessity for the broadband line or fax is concerned and in relation to 2 bills for a telephone number 0161 721 4583 cannot relate, without any explanation, to both a broadband line and a lift telephone.
210	Management charges for year to 31/12/07	As in 92, above, see main decision.
211	Regal Cleaning and Maintenance invoice for £1351.25	Cleaning of communal windows. Reasonable in light of explanations given above, at 97-8.
212	Professional Cleaning Contractors Ltd invoice for £225.80	Repair of a burst water pipe. In the absence of any direct evidence as to responsibility and/or the prospect of any successful insurance or warranty claim this a reasonable charge to the service charge account
213	J K Lee Ltd, insurance premium.	See main decision
214 To 216	Powergen accounts	The invoice for £1956.10 for 3 years in respect of the caretakers flat is reasonably incurred and a reasonable amount. It is not unreasonable to accept liability for an employee's use of power in these circumstances. The other 2 invoices however relate to the gym and are disallowed.
217	Manchester City Council. Caretaker's council tax	This is reasonable for the same reason
218	United Utilities account for £113.69	This is for water supply to the gym and is disallowed.
219 to 221	Electrical Wholesale Distributors. 3 invoices for light bulbs	These appear to be reasonable, as does the re-payment into petty cash

222	LPC Living Ltd invoice for bike shelter repair	This appears to be a situation where an initial defect was reported and should not be the responsibility or liability of the leaseholders. Disallowed
223	Pte Plc Invoice for £5.88	Micro switch for gym. Disallowed
224	Electrical Wholesale Distributors invoice for £394.38	Communal lighting bulbs. Reasonable.
225	LPC Living Ltd invoice for £60.00	Gym silicone repair. Disallowed
226	Adam John Cowell, decorators, invoice for £400.00	Decorating caretakers flat as part of caretakers contract. Not unreasonable to be in service charge.
227	LPC Living invoice for £20.00	Further work to gym. Disallowed
228	Kone invoice £185.06	Lift fault discovered on inspection. Reasonable repair at reasonable cost
229	Anthony Cowell, decorators, invoice for £120.00	Repainting gym entrance and corridors. Disallowed
230	Anthony Cowell, Decorators, invoice for £1200.00	It is not unreasonable to refrain from finishing the painting to common parts until work is finished. The Tribunal does consider it unreasonable to pass the cost to the leaseholders when it is plainly something that is required to complete the renovations.
231	Viking Saunas Ltd invoice for £365.16	Work relating to new gym control panel. Disallowed
232	Lowther Forestry Group invoice for £3760.00	See main decision
233 And 234	Preston Energi invoices for £338.40 and £947.05	Gym repairs. Disallowed
235	Cheshire Gate and Automation Ltd invoice for £264.38	Part of this invoice relates to repair to the door the remainder for new fobs. In the absence of any clear evidence that the element of the invoice relating to the fobs should not have been charged to the leaseholders as ongoing work of replacement in the ordinary course of everyday life or an initial forb for new owners the cost is considered reasonable.
236 to 238	LPC Living Plc. 3 invoices relating to work for new CCTV installation	The Tribunal considered this to be additional expenditure, incurred in good faith in an attempt to prevent further collision damage. Such preventative expenditure is reasonable
239	Electrical Warehouse Distributors invoice for £41.60	More new bulbs for communal areas. Reasonable.

240 And 241	Cheshire Gate and Automation invoices for £340.75 and 117.50	These are for repairs following two vehicle related incidents. In the absence of any clear indication that claims would have been entertained under the block insurance policy (one is below the limit for a claim anyway) The costs are considered reasonable.
243 To 245	Electrical Warehouse Distributors invoices x3	Lamps and bulbs for communal lighting. Reasonable.
246	Preston Energi invoice for £3419.25	Work carried out to leaking 4" water main. The subject of an insurance claim and so not forming part of the charges recoverable from the leaseholders.
247	Lowther Forestry Group invoice for £1880.00	See main decision
248	LPC Living invoice for £30.00	For repair to skirtings following leak in communal area. Reasonable.
249	J K Lee Ltd. Invoice for engineering inspection for insurance purposes	Reasonable. An inevitable cost in most modern circumstances.
250 To 253	Supply UK Hire Shops invoices x4	3 of these items appear to have been the subject of an insurance claim and although not made clear in the schedule the Tribunal feel entitled to assume in the particular circumstances here the other will have been as well so the ultimate cost should not fall on the leaseholders.
254	JDI Flooring invoice for £440.63	This arises from the same incident and the Tribunal treat it n the same way.
255	Teeside Electrical Supplies Ltd invoice for £14.05	Light bulb for communal lighting. Reasonable.
256	Kone invoice for £5144.97	Another repair confirmed to be the subject of an insurance claim and not to be charged to the leaseholders.
257/ 8	Supply UK Hire Shops Invoices x2	Further invoices that are the subject of an insurance claim and not to be charged to leaseholders.
259	Euro Security Invoice for £1744.88	A further additional camera to try to counter collision damage. reasonable
260 To 277	Various BT invoices	See 67-91 and 167-209 above, Again there are invoices which the Tribunal does not consider reasonable as they do not clearly relate to safety or security issues (270 and 271) or have the same reference/account number as previously indicated related to the gym (267 and 277).
278	Payments made to LPC by Mainstay	See main decision
279 and 281	Options management invoices for £102.81 x2	Charges in respect of Gym vending machine. Disallowed
280	B&Q arrears letter invoice for £15.00	Disallowed. See previous letters, above.

282	LPC - payment in respect of previous court costs	These have apparently been recovered and are not a charge on to the leaseholders.
283	Kone invoice for £5144.77	This has the same invoice number, and is for the same amount, as item 256, above.
284	Lowther Forestry Group invoice for £1880.00	See main decision
285	PG Electrical invoice for £270.00	Relating to canopy lights needing to be repaired and not apparently within builder's warranty. Reasonable.
286	JMC Maintenance Ltd invoice for £129.25	Repair of communal fault to Sky installation. Reasonable.
287 And 290 290	Lowther Forestry invoices for £1175.00 x2	See main decision
288/ 9	Viking Saunas Ltd invoices for £916.51 and £51.00	Sauna maintenance, relating to gym. Disallowed.
291	PTE plc invoice for £905.41	For gym equipment servicing. Disallowed
292	JMC Maintenance Ltd invoice for £558.13	Communal tv fault. reasonable
293	Seasons Garden Maintenance invoice for £891.04	See main decision
294	PTE Ltd invoice for £224.43	Disallowed. As above
295	Mainstay Group Ltd invoice for £1336.56	This relates to cleaning up smoke damage and is indicated as having been the subject of an insurance claim. It should not therefore form part of the charge to leaseholders.
296	Euro Security invoice for £3278.25	CCTV repairs that were claimed against the insurance policy but rejected. In the circumstances it should be charged in principle as part of the service charge and the amount does not appear to be challenged
297	Seasons Garden Maintenance invoice for £889.04	See main decision
298	JMC Maintenance invoice for £1779.05	This is for connecting the last three street lights. Although the cable is found to be defective when the work is done the Tribunal is of the view that this work is expressed not as repair but as the initial activation of the lights and should be regarded as part of the costs of developing the site rather than a chargeable repair within the service charge.
299 To 302	Mainstay Group Ltd and Ormerod Rutter invoices for accountancy and audit work for 2008 and 2009 accounts	The Tribunal considers this work is reasonably required and at a reasonable price, proportionate to the size of the overall account for a large development.



303/ 4	E.On accounts for gas of £257.28 and £39.60	Relate to the provision of gas to the gym. Disallowed.
305 To 323  T	Various direct and indirect charges for the concierge service	See main decision
324 To 336	Seasons Garden Maintenance invoices for 2009	See main decision
325	ABC Building Maintenance invoice for £5359.00	Replacement of 79 emergency lighting ballises. These items need to be maintained to a high standard and replacement if faulty. They are expensive and the cost incurred is reasonable
330 And 333	JMC Maintenance invoices for £1562.85 and £1471.43	For repairs to damaged cctv cabling and intercom faults which, if not attributable to fault or liability elsewhere must fall within the service charge costs in order to bring the equipment back into service.
337 To 348	Telephone account charges relating to the concierge service	See main decision
349 To 354	Caretaker, gym and gardening charges for 2010 and 2011	See main decision