



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

Case Reference : **MAN/00CH/LSC/2014/0051
MAN00CH/LAC/2014/0003**

Property : **24 Goldstone, Pimlico Court, Kells
Lane, Low Fell, Tyne & Wear, NE9
5HW**

Applicant : **Mr R. Wadey (Leaseholder)**

Representative : **In person**

Respondent : **J.H Watson Property Investment
Limited (Landlord)**

Representative : **Mr N. Warren; head of Credit
Control, J H Watson Property
Management Limited (Managing
Agent)**

Type of Application : **Section 27A Landlord and Tenant
Act 1985 – Annual Service charges
Schedule 11, para 5 Commonhold
and Leasehold Reform Act 2002 –
Administration Charges**

Tribunal Members : **Judge Lancelot Robson
Mr I. R. Harris FRICS**

**Date of Hearing and
Determination** : **9th July and 29th August 2014**

Date of Decision : **17th October 2014**

DECISION

Decision Summary

Service Charges for year ending 31st May 2013

- (1) Relating to decisions by previous Tribunals, with which the Tribunal entirely agreed, the Tribunal decided:
 - a) The Annual Maintenance Charges and the contribution to the Reserve Fund were unreasonable and thus it disallowed them.
 - b) The Professional fees were reasonable and allowable with one exception noted below.
 - c) It was not reasonable to charge the Professional fees relating to the work on the car park wall to the service charge until the Respondent has made a bona fide attempt to claim for the work under the insurance policy, and the result of the claim is known.
 - d) The Land Registry fee was unreasonable.
- (2) There appeared to be no legal charges in the year in question, thus the Tribunal made no finding, (but see paragraph (5) below relating to administration charges.
- (3) No monthly standing order charges have been demanded or paid by the Applicant in 2012/13, thus the Tribunal makes no finding.
- (4) The street lighting charges are reasonable and reasonable in amount.
- (5) Applying the decisions made above, the sums found to be unreasonable totalling £4,024.81 shall be deducted from the Applicant's service charge account for the year ending 31st May 2013, to be credited within 21 days of this decision.
- (6) Relating to the administration charges application (0003), the Tribunal decided that;
 - a) The terms of the Lease, even as interpreted following Norwich City Council v Marshall (LRX114 2007), do not allow the landlord to charge administration charges to individual leaseholders. Such charges are chargeable to the general service charge, if they satisfy the test laid down in the Norwich City Council case, and
 - b) On a proper construction of it, the application relates to all administration charges applied to the Applicant's account since 23rd August 2002, (see the Tribunal's amendments to Appendix 2 prepared by the Respondent), not just those relating to the service charge year 2012/13, thus all administration charges added to the Applicant's account are unreasonable. The Tribunal decided that the sum of £23,399.75 shall be credited to the Applicant's account within 21 days of this decision.

- (7) It would appear from Appendix 2 prepared by the Respondent (calculated to 9th July 2014) that even with the above sums credited, the Applicant still owes money to the service charge account. The Respondent shall send the Applicant a statement of account showing the amounts noted above as credited and the remaining balance shall be paid within 21 days of receipt of the statement.
- (8) The Tribunal considered an application under Section 20C but made no order.
- (9) The Tribunal decided to make no order under Rule 13 of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013 (The Property Chamber Rules 2103) on the Respondent's application for its costs relating to these applications on the grounds of the Applicant's unreasonable conduct.

Preliminary

1. By two applications dated 4th April 2014, the Applicant seeks determinations under section 27A of the Landlord and Tenant Act 1985, and under Schedule 11, paragraph 5 to the Commonhold and Leasehold Reform Act 2002, of reasonableness and/or liability to pay service charges and/or administration charges for the service charge year commencing on 1st June 2012 under a lease dated 14th April 1979 (the Lease).
2. The Tribunal gave Directions for a hearing (without a case management conference) on 22nd April 2014.
3. At the substantive hearing on 9th July 2014, after discovering that the hearing bundle was not in fact an agreed bundle and incomplete, the Tribunal decided to allow the Applicant to submit a small bundle of further documents (excluding two items), and later for the Respondent to submit further documents (which had apparently been ordered in the original Directions) after the hearing with a short statement explaining these documents, and making any relevant written submission. The Applicant was also invited to make any relevant further written submissions limited to those matters raised in the Respondent's submission.
4. The Respondent submitted further documents and a written submission on 21st July 2014. On 2nd August 2014 the Applicant gave notice that his son Mr Kevin Wadey had been appointed as his representative in this matter. He also requested that the Tribunal should extend the time for providing his further submissions due on 12th August for "at least one month if not more" so that the Applicant could investigate (1) if another leaseholder had commenced proceedings against the landlord, (2) to obtain legal advice on copies of bank statements produced by the Respondent, and (3) to investigate an allegation of "Misconduct in Public Office" against the Respondent, which in some unspecified way involved

the Gateshead County Court. The Tribunal refused the application, as the first and third items had not been pleaded in this case. The Tribunal allowed a short extension to allow the Applicant to obtain legal advice on the bank statements.

5. The Applicant then sent another document dated 6th August 2014 without a covering letter, which appeared to be a request for further discovery of documents. A number of other letters from the Applicant addressed to a several members of the administrative staff of the Tribunal and the Tribunal Regional Judge, were received during this period, and replied to by the Tribunal Office, culminating in a letter from the Applicant dated 16th August 2014. These letters were apparently not copied by the Applicant to the Respondent, or to the Tribunal hearing the case, thus the Tribunal hearing the case has decided not to consider these letters (with the partial exception of the letter of 16th August). They were not required by Directions, and the matters raised by the Applicant seem to relate to a variety of matters more or less indirectly connected with this case and previous cases relating to the property, but not specific to the case as pleaded at the hearing. The Tribunal deprecates this type of informal correspondence, which only delays the Tribunal's deliberations and tends to elicit statements which may then be used to draw the Tribunal into the dispute between the parties. The Tribunal considered certain parts of the letter of 16th August and has treated it as a further application for an extension of time and request for further discovery of documents. A copy of the letter was sent to the Respondent to allow it to make observations on the requests. The Respondent wrote on 28th August 2014 to oppose the requests.
6. The Tribunal considered the letter of 16th August 2014 when it met on 29th August 2014. The letter referred on the first page to correspondence which the Tribunal had decided not to consider, but on the second page it criticised the Directions given by the Tribunal on 14th July 2014. The Applicant disagreed with the Tribunal as to the meaning and effect of Directions generally, and then took issue with a suggestion from an unspecified source that the hearing on 9th July was a case management conference. The Tribunal hearing the case and the parties have been always been quite clear that there was a substantive hearing on 9th July, during which it issued further Directions in consultation with the parties (confirmed on 14th July), to obtain particular documents from the Respondent which it had decided during the hearing were relevant to the case, and allow the Applicant a reasonable opportunity to comment on them. The Applicant made further reference in the letter to items (1) and (3) mentioned in paragraph 4 above, and stated that he had decided not to make observations in compliance with the Directions of 14th July but was making a fresh application in his letter under Section 27A, and requesting time prepare his case. He stated that he had also made a request for this time in a letter to Mr Davey, (the Regional

Judge for the Northern Region, who is not a member of the Tribunal hearing the case), who had not replied.

7. The Tribunal considered that the Applicant (who is a lay person) had not understood that it is inappropriate for the Tribunal to permit parties to raise fresh issues after a substantive hearing has ended, except in a most extreme case, and with clear evidence. The Applicant had raised two issues in very vague terms, effectively alleging that (1) the fact that another leaseholder had been in dispute with the Respondent was a relevant factor in this case in some unspecified way and (2) some unspecified person (presumably not the Respondent company which seems legally incapable of holding a public office) had committed unspecified misconduct in a public office. The Tribunal decided that the evidence of these matters amounted to little more than assertions at this time, and these were insufficient for it to delay further in making a decision in this case. If the Applicant is dissatisfied, the correct course of action is to make a fresh application to the appropriate judicial body if and when he has sufficient evidence to do so.
8. Appendix 1 to this decision contains extracts from relevant legislation for ease of reference. Appendix 2 is a summary of the charges demanded by the Respondent, annotated by the Tribunal to show those items it had deducted.

Hearing

9. Relating to the Service charge case (0051), in his application, the Applicant submitted that he disputed the final service charge account for the year ending 31st May 2012/13 on the following grounds:
 - a) the Respondent had failed to comply with previous Tribunal decisions by continuing to charge for items disallowed by those decisions, particularly Annual Maintenance Contracts, Land Registry Fees, Professional Fees, Accounting and accountancy and the Reserve Fund.
 - b) In his statement of case dated 6th May 2014 he challenged a number of other items, i.e. legal charges, street and garage lighting, and monthly standing order charges.
10. Relating to the Administration Charges case (0003), the Applicant submitted that the Lease did not allow the Respondent to charge a leaseholder for administration charges or legal charges. He specifically criticised four administration charges of £50, £42, and £60, applied when his account was forwarded to the Respondent's credit control department, and a further administration charge of £150 for (the fee for) an application to the County Court. He also understood that the Respondent was levying an administration charge of £250 on other leaseholders selling their flats to supply a copy of the leaseholder's account.

11. The Respondent submitted that the application only related to liability to pay, rather than amount. It considered that in response to a letter issued prior to the application, it had supplied a list of the invoices, and the Applicant had declared himself satisfied. The Respondent went on to note that no mention had been made by the Applicant of the following items of charge; common parts electricity, gardening and grounds keeping, window cleaning, cleaning common parts, general maintenance and repair.
12. Relating to insurance, the Respondent considered that this item was reasonable, and reasonable in amount. It confirmed that the garages were covered during the year in question, (although this was not immediately apparent from the documents submitted in support).
13. Relating to the Annual maintenance contracts, the Respondent relied upon the terms of Clause 3(xvi)(a) and paragraphs (c) and (8) of the Fourth Schedule to the Lease. The Respondent also relied upon Norwich City Council v Marshall (LRX/114/2007) The contracts related to a 24/7 emergency call out service operated by a third party. The cost, it submitted, amounted to £2.50 plus VAT per unit per annum.
14. The Land Registry fee was incurred to obtain a copy of the Applicant's title relating to the previous Tribunal case in 2013. It was charged to all the leaseholders through the service charge. The Respondent again relied upon Clause 3(xvi)(a) of the Lease.
15. Professional charges related to work carried out in 2012 "to prevent a car park wall from collapsing following some subsidence", works which were noted by the previous Tribunal on their inspection. The building surveyor's fee was reasonable and reasonable in amount. The charging of professional fees had been decided in the Respondent's favour by the Tribunal decisions in 2009 and 2013, following the Norwich City Council case.
16. The Respondent relied upon Clause 3(xvi)(a) and the Norwich City Council case to charge the accountants' fees. It was common ground between the parties that The Lease required the service charge accounts to be certified by a surveyor or chartered accountant. The cost fell within the Norwich City Council criteria
17. The management fee had been challenged unsuccessfully in each of the three previous Tribunal cases. Each Tribunal went on to agree that a management fee should be charged.
18. The Reserve Fund contribution was charged pursuant to Clause 3(xvi)(b) of the Lease which specifically allowed one. All the previous decisions had accepted this point, although the 2013 decision had decided that payments to the reserve fund were not properly payable at that time as the Respondent had not confirmed

that the fund was being held separately from other client monies and there was no evidence of compliance with the RICS Service Charge Residential Management Code. The Respondent had confirmed to the Applicant that the funds were held in trust in accordance with Section 42 and 42A of the Landlord & Tenant Act 1987, and paragraph 9.5 of the RICS Code. Also the "Structural Report" prepared by LHL Group in 2010 and a letter to all leaseholders on 21st June 2012 demonstrated compliance with the paragraph 9.3 of the Code. The Respondent relied upon its own expertise in deciding upon the work to be done and that the amount of the reserve to be collected was £42,000.

19. Legal charges – the Respondent submitted that no legal charges had been charged to the service charge.
20. The Respondent stated it did not know what the Applicant was referring to in that no monthly standing order payments were included in the service charge.
21. Referring to the administration charges application (0003), the Respondent submitted that the Applicant had identified no specific administration charges levied during the year in question.
22. Generally, the Respondent submitted that the Applicant had raised matters which had been decided by previous Tribunals. The Applicant had provided no new evidence to allow the Tribunal to find differently. The majority of the Applicant's applications were frivolous and without substance. Thus the Tribunal was invited to make an order for payment of the Respondent's costs. At the hearing, the Respondent also stated that it had brought an action pursuant to Section 146 of the Law of Property Act 1925 against the Applicant to be heard shortly.

Decision

23. The Tribunal considered the submissions and evidence. Relating to the Service charge application it made the decisions set out below.
24. Relating to the Annual Maintenance Contract, this matter was decided in the 2013 case, MAN/00CH/LSC/2013/0007, at paragraphs 43 and 44. The Respondent has produced no additional evidence to change the Tribunal's view, and has apparently overlooked that part of the previous decision. The Tribunal decided the charge was unreasonable.
25. Relating to the Reserve Fund, the Tribunal refers to the 2013 decision at paragraph 19. The principle of a reserve fund was accepted. The problem noted by the Tribunal in that decision was that there was no evidence that the Respondent was holding the money in a trust account as required by Section 42 and 42A of the Landlord & Tenant Act 1987. Also the Respondent was in breach of

the RICS Service Charge Residential Management Code (2nd Ed), requiring the fund to be justified to the lessees by explicit reference to the work required, the expected cost, and the likely date for doing the work.

26. The Respondent's evidence in this application appeared to be largely a reworking of the evidence it offered to the 2013 Tribunal. Additionally, the Respondent submitted that it had confirmed to the Applicant in a letter dated 14th March 2014 that the Reserve Fund was held in trust in compliance with Sections 42 and 42A and paragraph 9.5 of the RICS Code. The confirmation was in fact a short statement with no details of the bank account or additional evidence. The Tribunal noted that in Appendix E to the Respondent's statement dated 21st July 2014, there were copies of three bank statements in 2012 and 2013. The 2012 statement related to a Barclays client account described as "GOLDS CLIENT A/C" apparently held by named partners in the Respondent company. The account description was ambiguous. "Golds" may be a shorthand method of referring to the property, or to some other unrelated person or entity. The Tribunal decided that it did not comply with the strict terms of paragraph 4.5 of the RICS Code, in that the description of the account was not "appropriate". The 2013 and 2014 statements appeared to show that the account had been moved to the NatWest Bank. This account was described as "1. DESIGNATED JH WATSON CLIENT ACCOUNT (GBP)". The client account reference was described as "GOLDS". Again the Tribunal was not satisfied that this description fulfilled the terms of the RICS Code. The Respondent is "JH Watson Property Management Limited", not "JH Watson". This view might be considered quite technical, but the RICS Code was drawn as it was for good reason. Unless the description is absolutely clear, in case of a default by the manager, the holding bank may well refuse to pay the money to the persons entitled without (expensive) litigation.
27. Relating to the work required, the Respondent sought, once again, to rely on the report of R.M Harper BSc MRICS of LHL Limited in 2010 referred to in the 2013 decision. While the report had several shortcomings, the key conclusion relating to Goldstone was that "The roof surfaces at the time of inspection were presently in a manageable condition...". The Respondent agreed that the summary of the report provided to the lessees on 21st June 2012 that the roof "was beyond economical repair" was ill-conceived, but nevertheless referred to the work required. The Tribunal considered this last comment completely missed the point. The lessees were informed of the work that the landlord had decided was required, not the work recommended by the surveyor.
28. The Respondent then submitted that it had used its own "extensive" knowledge and experience to decide that the cost of the roof work would be £42,000, and when the work would be carried out. The problem that the Tribunal found with this submission is that there

was no indication whatever as to who had made these decisions. The Respondent is a limited company. Someone, it is not clear whom, decided to disregard the recommendations of the independent surveyor it had retained at the lessees' cost to advise it. At least there should have been some evidence before the Tribunal that a person with sufficient knowledge and experience had taken this decision, and the reasons for it.

29. Thus the Tribunal decided that the requirements of the RICS code had not been met by the Respondent. The information given to the lessees was inadequate, and at times, misleading. There were also doubts about the security of the fund itself, as against the holder of the funds. A contribution to the Reserve fund in these circumstances was unreasonable. In passing, the Tribunal notes that it is now four years since the LHL survey was carried out. The parties would be better served by an up to date survey, including an independent estimate as to the likely costs. The Tribunal is unlikely to change its view with another reworking of the existing evidence.
30. The Tribunal considered that the Applicant had offered no useful evidence which might persuade it to change its view of the accountancy and management charges. Previous Tribunals have decided that the fees for accountancy and management were reasonable and allowable pursuant to the Upper Tribunal case of Norwich City Council v Marshall. The Applicant has lost this argument on several occasions and must now accept that the Tribunal's decision on this matter is final. Revisiting this point in future might well lead to a finding of unreasonable conduct under Rule 13 of the Property Chamber Rules 2013
31. The proportion of professional fees of Keith James dated 14th August 2012 allocated to Goldstone in relation to wall repairs in the car park was £250.71. In principle this charge is permitted by the test set out in the Norwich City Council case. However the Tribunal was not satisfied that this fee should be paid by the lessees at this time, as no claim had been made on the property insurance. This issue was considered in the 2013 decision, (paragraph 49), and the Tribunal made it clear in that decision that it expected an insurance claim to be made relating to subsidence. At the 2013 hearing, the Respondent did not produce the correspondence dating back to 2003 which was produced to the Tribunal with its statement of 21st July 2014. To summarise this correspondence, some of the Respondent's professional advisers doubted if the cause of the collapse of the retaining wall in the car park was due to subsidence. Despite the Respondent's claims to the contrary at the hearing in the 2013 case, the property appears at all relevant times to have been insured against subsidence. To date, there has been no definite finding on the point. Even in the Respondent's submissions to this Tribunal the fees in dispute were described as relating to subsidence (see paragraph 14 above). Also recent correspondence referred to tree roots.

32. The Tribunal finds it difficult to understand why the Respondent has chosen not to make a claim on the insurance. If there is any doubt at all, the Respondent has a duty to the lessees who pay the insurance to make, and make reasonable efforts to pursue, a claim. The Tribunal allowed other work done relating to the retaining wall in its 2013 decision as reasonable on the basis that a claim would be made. In the absence of any attempt or desire to lodge a claim, the Tribunal decided that the fees sought in this application were unreasonable. Once a claim has been made and diligently pursued, whatever the outcome, another application can be made to the Tribunal for this sum, assuming that the insurance claim is not now out of time.
33. The Tribunal decided that the Land Registry fee was unreasonably charged. The Respondent submitted that a copy of the lessee's title was obtained in connection with the 2013 case. It was not clear why the Respondent considered this was necessary. The Applicant has been in dispute with the Respondent since 2003, and is well known to it. On balance, there seemed little point in incurring the fee. The Tribunal decided that the charge was not reasonably incurred.
34. There appeared to be no legal charges in the year in question, thus the Tribunal made no finding, (but see below relating to administration charges).
35. No monthly standing order charges seem to have been demanded or paid in 2012/13, thus the Tribunal makes no finding.
36. The Tribunal has assumed from the Applicant's statement that he considers the street and garage lights to be one item, contained within the General maintenance and repair charge. The costs of the private street lights were dealt with specifically by the Tribunal in its 2013 decision. The Tribunal found no evidence to depart from that decision. The cost of the private street lights, and the cost of electricity used by those lights is a reasonable charge on the service charge. The Tribunal also refers to paragraph 22 of the 2013 decision, and confirms that the correct division amongst the lessees on the estate is to divide the charge by 56, as therein stated. Subject to that minor point, the Tribunal finds the street lighting charges reasonable and reasonable in amount.
37. Applying the decisions made above, the Tribunal decided that the sums found to be unreasonable totalling £4,024.81 shall be deducted from the Applicant's service charge account for the year ending 31st May 2013, to be credited within 21 days of this decision.

Administration Charges

38. Relating to the administration charges application (0003), the Tribunal decided that the terms of the Lease, even as interpreted following the Norwich City Council case, do not allow the landlord to charge administration charges to individual leaseholders. The Lease makes no provision for such charges, (except for a fee of £5 chargeable for registering notice of assignment of a lease). In the absence of a satisfactory charging clause, such charges are chargeable to the general service charge, if they satisfy the test laid down in the Norwich City Council case. However it should not be assumed that the Norwich City Council case will cure all defects in a lease so that the landlord can effectively ignore the defects in the management scheme. The proper course (and the leases on this estate appear to need attention) is for the Landlord or a lessee to apply in a separate application to the Tribunal for variation of the Lease.
39. The Respondent submitted at the hearing that the application related only to the service charge year 2012/3, and that there were no administration charges in that year. In its statement of 21st July 2014 it submitted that the Tribunal's jurisdiction was limited to the four specific items he had mentioned in his application. The Tribunal's Directions of 14th July gave both parties the opportunity to elaborate on this point, although the Applicant did not take the opportunity to refer to this point further in his reply (as noted in paragraph 6 above). The Tribunal has carefully considered the application made, together with the Applicant's statement of case and has concluded on a proper reading that it is not limited to any year. The printed part of the application form refers to no specific year. The Applicant's supporting statement refers specifically to certain charges but his main complaint is that the Lease is silent in respect of administration charges. It is clearly implied that the complaint is that no administration charge is payable at any time. Thus on a proper construction the application must relate to all administration charges applied to the Applicant's account since 23rd August 2002, (see Appendix D2 prepared by the Respondent after the hearing in response to the Directions dated 14th July 2014).
40. The Respondent also submitted that as the Applicant had only paid a fee of £90, he was only entitled to claim £1,000. This point was misconceived. The fee paid is a matter for the Tribunal office, not even the Tribunal itself.
41. The Respondent further submitted that similar matters were in dispute with another leaseholder, in a complaint being dealt with by "Ombudsman Services" and the Respondent was thus "unable to rely on the findings at previous stages to the current proceedings" until 16th July 2014. The Ombudsman Services had made a decision that "no award or remedy is required of Watsons Property Management".

42. The Tribunal decided that this point was also misconceived. "Ombudsman Services" appears to be a private organisation offering Alternative Dispute Resolution services to organisations which have chosen to become members. It is not a public judicial body and its decisions have no official standing. By contrast, this Tribunal is a statutory body. Its decisions are enforceable as County Court Orders. In any event, no useful details of the case considered by "Ombudsman Services" were given to the Tribunal, and only a redacted version of its decision letter. Also the case provides no valid excuse for delay in complying with Directions or decisions of this Tribunal.
43. In view of the above the Tribunal decided that all the administration charges added to the Applicant's account are unreasonable. Thus the further sum of £23,399.75 shall be credited to the Applicant's account within 21 days of this decision.
44. It would appear from Appendix 2 (calculated to 9th July 2014) that even with the above sums credited, the Applicant still owes money to the service charge account. The Respondent shall send the Applicant an accurate statement of account showing the amounts credited pursuant to this decision, and the remaining balance shall be paid by the Applicant within 21 days of receipt of that statement.

Costs

45. The Applicant made No Section 20C application to limit the landlord's costs chargeable to the service charge in respect of these applications, making it clear that in his view there was no power in the Lease to do so. For reasons noted at paragraph 38 above, the Tribunal considers that the decision in the Norwich City Council case applies and thus will allow such charges to be made. Nevertheless several of the points in dispute in this case (and previous cases) are unclear in the Lease, and potentially affect all lessees. The Tribunal makes it clear that such charges are for the general service charge account, not just that of the Applicant. It appears from the evidence of Appendix 2 that the Respondent has previously tried to place all such charges against the account of the Applicant alone, and treat them as administration charges. There is no authority in the Lease, statute or the case law for such a practice.
46. The Respondent applied under Rule 13 of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013 for its costs of the application, on the grounds of the Applicant's unreasonable conduct in bringing or conducting the hearing.
47. The Tribunal noted that the Applicant's approach appeared muddled. He tended to raise irrelevant points and supply a great deal of paperwork, which clouded his arguments. He could be a difficult person to deal with, as the correspondence and submissions

showed. He also had tried on a number of occasions to raise points which had been decided by previous Tribunals. However the Respondent had been guilty of the same error relating to several items (although to a lesser degree). The Respondent's handling of the discovery of documents had been unprofessional, by failing to produce several important items as Directed. At times its approach to the case seemed obstructive and even oppressive. The Tribunal was particularly concerned that the Respondent stated during the hearing that it had made an application to the County Court pursuant to Section 146 of the Law of Property Act 1925, but omitted to mention that it had no determination from this Tribunal under Section 168 of the Commonhold and Leasehold Reform Act 2002, which is a necessary preliminary to a Section 146 notice. Thus the Section 146 application seems an abuse of process. Further, whatever the defects in the Applicant's approach, he raised two important points of principle, which have been decided in his favour, resulting in the reduction of his account from £29,968.71 to (apparently) £2,544.15

48. Again, taking all things into consideration, the Tribunal decided to make no order under Rule 13 on the Respondent's application for its costs relating to these applications.

Appendix 1

Landlord & Tenant Act 1985

Section 18

- (1) In the following provisions of this Act "service charge" means an amount payable by a Tenant of a dwelling as part of or in addition to the rent -
 - (a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the Landlord's costs of management, and
 - (b) the whole or part of which varies or may vary according to the relevant costs.
- (2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the Landlord, or a superior Landlord, in connection with the matters for which the service charge is payable.
- (3) For this purpose -
 - (a) "costs" includes overheads, and
 - (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 19

- (1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period -
 - (a) only to the extent that they are reasonably incurred, and
 - (b) where they are incurred on the provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;and the amount payable shall be limited accordingly.
- (2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

Section 20B

- (1) If any of the relevant costs taken into account in determining the amount of any service charge were incurred more than 18 months before a demand for payment of the service charge is served on the tenant, then (subject to subsection (2)), the tenant shall not be liable to pay so much of the service charge as reflects the costs so incurred.
- (2) Subsection 1 shall not apply if, within the 18 period of 18 months beginning with the date when the relevant costs in question had been incurred, the tenant was notified in writing that those costs had been incurred and that he would subsequently be required under the terms of his lease to contribute to them by the payment of a service charge.

Section 21B

- (1) A demand for the payment of a service charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to service charges.
- (2) The Secretary of State may make regulations prescribing requirements as to the form and content of such summaries of rights and obligations.
- (3) A tenant may withhold payment of a service charge which has been demanded from him if subsection (1) is not complied with in relation to the demand.
- (4) Where a tenant withholds a service charge under this section any provisions of the lease relating to non-payment or late payment of service charges do not have effect in relation to the period for which he so withholds it.

(5) and (6)....

Section 27A

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

Section 20C

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

of any service charge payable by the tenant or any other person or persons specified in the application.

- (2) The application shall be made—
 - (a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to a county court;
 - (aa) in the case of proceedings before a residential property tribunal, to a leasehold valuation tribunal;
 - (b) in the case of proceedings before a leasehold valuation tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any leasehold valuation tribunal;
 - (c) in the case of proceedings before the Upper Tribunal, to the tribunal;
 - (d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to a county court.
- (3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances

Schedule 11, paragraph 1

- (1) In this Part of this Schedule “administration charge” means an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable, directly or indirectly—
 - (a) for or in connection with the grant of approvals under his lease, or applications for such approvals,
 - (b) for or in connection with the provision of information or documents by or on behalf of the landlord or a person who is party to his lease otherwise than as landlord or tenant,
 - (c) in respect of a failure by the tenant to make a payment by the due date to the landlord or a person who is party to his lease otherwise than as landlord or tenant, or
 - (d) in connection with a breach (or alleged breach) of a covenant or condition in his lease.
- (2) But an amount payable by the tenant of a dwelling the rent of which is registered under Part 4 of the Rent Act 1977 (c. 42) is not an administration charge, unless the amount registered is entered as a variable amount in pursuance of section 71(4) of that Act.
- (3) In this Part of this Schedule “variable administration charge” means an administration charge payable by a tenant which is neither—
 - (a) specified in his lease, nor

- (b) calculated in accordance with a formula specified in his lease.
- (4) An order amending sub-paragraph (1) may be made by the appropriate national authority.

Schedule 11, paragraph 2

A variable administration charge is payable only to the extent that the amount of the charge is reasonable.

Schedule 11, paragraph 5

- (1) An application may be made to a leasehold valuation tribunal for a determination whether an administration charge is payable and, if it is, as to—
 - (a) the person by whom it is payable,
 - (b) the person to whom it is payable,
 - (c) the amount which is payable,
 - (d) the date at or by which it is payable, and
 - (e) the manner in which it is payable.
- (2) Sub-paragraph (1) applies whether or not any payment has been made.
- (3) The jurisdiction conferred on a leasehold valuation tribunal in respect of any matter by virtue of sub-paragraph (1) is in addition to any jurisdiction of a court in respect of the matter.
- (4) No application under sub-paragraph (1) may be made in respect of a matter which—
 - (a) has been agreed or admitted by the tenant,
 - (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
 - (c) has been the subject of determination by a court, or
 - (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.
- (5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.
- (6) An agreement by the tenant of a dwelling (other than a post-dispute arbitration agreement) is void in so far as it purports to provide for a determination—
 - (a) in a particular manner, or
 - (b) on particular evidence,
of any question which may be the subject matter of an application under sub-paragraph (1).

The Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013

Regulations 13(1) - (3)

- 13.-(1) The Tribunal may make an order in respect of costs only-
- (a) under Section 29(4) of the 2007 Act (wasted costs) and the costs incurred in applying for such costs;
 - (b) if a person has acted unreasonably in bringing, defending, or conducting proceedings in-
 - (i) an agricultural land and drainage case,
 - (ii) a residential property case, or
 - (iii) a leasehold case; or
 - (c) in a land registration case.
- (2) The Tribunal may make an order requiring a party to reimburse to any other party the whole or part of the amount of any fee paid by the other party which has not been remitted by the Lord Chancellor.
- (3) The Tribunal may make an order under this rule on application or on its own initiative.
- (4) – (9)...

Appendix 2

- See attached

properly managed

Watson.

APPENDIX C.1

Mr R S Wadley
24 Goldstone
Pimlico Court
Kells Lane
Gateshead
NE9 5HW

Date: 22 Jul 2014

Our Ref: GOLDS/024

Page No: 1

Statement of Account

RE: 24, Goldstone, Pimlico Court, Kells Lane, GATESHEAD, NE9 5HW

Date	Description	Debit	Credit	Balance
	Balance Brought Forward		0.00	0.00
31 May 2001	Excess Service Charge	359.11		359.11
1 Jun 2001	Interim reserve charge 1 Jun 2001 to 31 May 2002	50.00		409.11
1 Jul 2001	Half annual ground rent 2 Jan 2001 to 1 Jul 2001	12.50		421.61
13 Jul 2001	Payment Received - Thank You		345.11	76.50
9 Oct 2001	Reserve fund cancellation credit		50.00	26.50
1 Jan 2002	Half annual ground rent 2 Jul 2001 to 1 Jan 2002	12.50		39.00
1 Jan 2002	Interim service charge	25.00		64.00
6 Feb 2002	Payment Received - Thank You		37.50	28.50
31 May 2002	Excess Service Charge	449.02		475.52
1 Jul 2002	Half annual ground rent 2 Jan 2002 to 1 Jul 2002	12.50		488.02
2 Jul 2002	Payment Received - Thank You		12.50	475.52
12 Aug 2002	Payment Received - Thank You		25.80	449.72
23 Aug 2002	Letter of contemplation fee	70.50		520.22
18 Sep 2002	Fee re preparation & serving S146 notice	141.00		661.22
16 Dec 2002	Transfer fee Swinburne & Jackson	11.75		672.97
16 Dec 2002	To contra transfer fee. See 019		11.75	661.22
1 Jan 2003	Half annual ground rent 2 Jul 2002 to 1 Jan 2003	12.50		673.72
1 Jan 2003	Interim service charge	25.00		698.72
9 Jan 2003	Payment Received - Interim s/c & G.rent		37.50	661.22
30 Apr 2003	Legal charges	329.88		991.10
29 May 2003	Professional and legal charges	267.67		1,258.77
31 May 2003	Excess Service Charge	488.52		1,747.29
1 Jul 2003	Half annual ground rent 2 Jan 2003 to 1 Jul 2003	12.50		1,759.79
24 Jul 2003	Payment Received - Thank You		12.50	1,747.29
28 Aug 2003	Legal charges	337.93		2,085.22
29 Oct 2003	Counsel's fees re LVT	440.62		2,525.84
18 Nov 2003	Last Cawthra Feather - LVT charges	1,397.79		3,923.63
18 Nov 2003	LVT charges - Last Cawthra Feather	150.00		4,073.63
28 Nov 2003	LVT legal costs - Last Cawthra	4,756.99		8,830.62
28 Nov 2003	LVT charges Last Cawthra - final invoice	12.40		8,843.02
1 Jan 2004	Half annual ground rent 2 Jul 2003 to 1 Jan 2004	12.50		8,855.52
1 Jan 2004	Interim service charge	25.00		8,880.52
6 Jan 2004	Payment Received - Thank You		37.50	8,843.02
17 Mar 2004	Last Cawthra professional legal charges	47.59		8,890.61
17 Mar 2004	Last Cawthra legal charges-disbursements	37.20		8,927.81
22 Mar 2004	Last Cawthra professional legal charges	47.59		8,975.40
22 Mar 2004	Last Cawthra legal charges-disbursements	14.84		8,990.24
31 May 2004	Excess Service Charge	474.82		9,464.86

8052-00

continued/...



(2)

properly managed

Watson.

APPENDIX C.2

Date: 22 Jul 2014

Our Ref: GOLDS/024

Page No: 2

Statement of Account

.../continued

Date	Description	Debit	Credit	Balance
1 Jun 2004	Interim reserve charge 1 Jun 2004 to 31 May 2005	50.00		9,514.86
30 Jun 2004	Payment Received - Thank You		12.50	9,502.36
1 Jul 2004	Half annual ground rent 2 Jan 2004 to 1 Jul 2004	12.50		9,514.86
24 Nov 2004	LVT credit awarded 17 Nov 2003		30.82	9,484.04
1 Jan 2005	Half annual ground rent 2 Jul 2004 to 1 Jan 2005	12.50		9,496.54
1 Jan 2005	Interim service charge	25.00		9,521.54
4 Jan 2005	Payment Received - Thank You		37.50	9,484.04
31 May 2005	Excess Service Charge	611.58		10,095.62
1 Jun 2005	Interim reserve charge 1 Jun 2005 to 31 May 2006	100.00		10,195.62
1 Jul 2005	Half annual ground rent 2 Jan 2005 to 1 Jul 2005	12.50		10,208.12
5 Jul 2005	Payment Received - Thank You		12.50	10,195.62
1 Jan 2006	Half annual ground rent 2 Jul 2005 to 1 Jan 2006	12.50		10,208.12
1 Jan 2006	Interim service charge	25.00		10,233.12
5 Jan 2006	Payment Received - Thank You		37.50	10,195.62
31 May 2006	Excess Service Charge	462.72		10,658.34
1 Jun 2006	Interim reserve charge 1 Jun 2006 to 31 May 2007	100.00		10,758.34
1 Jul 2006	Half annual ground rent 2 Jan 2006 to 1 Jul 2006	12.50		10,770.84
5 Jul 2006	Payment Received - Thank You		12.50	10,758.34
1 Jan 2007	Half annual ground rent 2 Jul 2006 to 1 Jan 2007	12.50		10,770.84
1 Jan 2007	Interim service charge	25.00		10,795.84
2 Jan 2007	Payment Received - Thank You		12.50	10,783.34
2 Jan 2007	Payment Received - Thank You		25.00	10,758.34
31 May 2007	Excess Service Charge	516.40		11,274.74
1 Jun 2007	Interim reserve charge 1 Jun 2007 to 31 May 2008	100.00		11,374.74
1 Jul 2007	Half annual ground rent 2 Jan 2007 to 1 Jul 2007	12.50		11,387.24
3 Jul 2007	Payment Received - Thank You		12.50	11,374.74
1 Jan 2008	Half annual ground rent 2 Jul 2007 to 1 Jan 2008	12.50		11,387.24
1 Jan 2008	Interim service charge	25.00		11,412.24
4 Jan 2008	Payment Received - Thank You		37.50	11,374.74
18 Feb 2008	Lease defect credit y/e 31 May 2003		128.38	11,246.36
18 Feb 2008	Lease defect credit y/e 31 May 2004		124.90	11,121.46
18 Feb 2008	Lease defect credit y/e 31 May 2005		171.84	10,949.62
18 Feb 2008	Lease defect credit y/e 31 May 2006		146.93	10,802.69
18 Feb 2008	Lease defect credit y/e 31 May 2007		160.35	10,642.34
18 Feb 2008	LVT credit 17 Nov 2003		110.79	10,531.55
30 Apr 2008	Last Cawthra professional charges Bill No. 62058	370.13		10,901.88
31 May 2008	Excess Service Charge	475.31		11,377.19
1 Jun 2008	Interim reserve charge 1 Jun 2008 to 31 May 2009	100.00		11,477.19
1 Jul 2008	Half annual ground rent 2 Jan 2008 to 1 Jul 2008	12.50		11,489.69
4 Jul 2008	Payment Received - Thank You		12.50	11,477.19
21 Nov 2008	Lease defect credit y/e 31 May 2008		107.58	11,369.61

370.13

continued/...

Telephone: 0846 458 1220 Email: info@watsonpm.co.uk Website: watsonpm.co.uk

Correspondence and Registered Office Address: Glandevon House, 4 Hawthorn Park, Leeds, West Yorkshire, LS14 1PQ

J H Watson Property Management Ltd Trading as Watson Property Management Registered in England & Wales No. 1863919 VAT Registration No. 371 3817 51



Regulated by RICS

Handwritten signature

(3)

properly managed

Watson.

APPENDIX C.3

Date: 22 Jul 2014

Our Ref: GOLDS/024

Page No: 3

Statement of Account

.../continued

Date	Description	Debit	Credit	Balance
28 Nov 2008	Last Cawthra professional charges for work done up to 28.11.08 Bill No. 67986/APB/LSR	271.43		11,641.04
1 Jan 2009	Half annual ground rent 2 Jul 2008 to 1 Jan 2009	12.50		11,653.54
1 Jan 2009	Interim service charge	25.00		11,678.54
12 Jan 2009	Payment Received - Thank You		37.60	11,641.04
17 Feb 2009	Last Cawthra non vat disbursement fees	350.00		11,991.04
28 May 2009	Last Cawthra professional charges and Vatable Disbursements Inv No. 70778	688.17		12,679.21
28 May 2009	Last Cawthra professional charges and vatable disbursement inv no 72134	175.72		12,854.93
28 May 2009	Last Cawthra professional charges inv no. 72961	80.50		12,935.43
28 May 2009	Last Cawthra non vat disbursement fees inv no. 73489	150.00		13,085.43
29 May 2009	Last Cawthra professional charges inv no 73659	837.20		13,922.63
31 May 2009	Excess Service Charge	490.38		14,413.01
1 Jun 2009	Interim reserve charge 1 Jun 2009 to 31 May 2010	100.00		14,513.01
1 Jul 2009	Half annual ground rent 2 Jan 2009 to 1 Jul 2009	12.50		14,525.51
1 Jul 2009	Payment Received - Thank You		12.50	14,513.01
18 Jul 2009	Last Cawthra disbursement charges Inv 64094	176.48		14,689.49
17 Aug 2009	Last Cawthra professional charges	2,962.31		17,651.80
27 Aug 2009	Last Cawthra professional charges 75917	276.00		17,927.80
3 Nov 2009	Last Cawthra disbursement charges (inv 77240	2,454.16		20,381.98
3 Nov 2009	Last Cawthra disbursement charges	2,283.90		22,665.86
3 Nov 2009	Paid direct to counsel		2,454.16	20,211.70
3 Nov 2009	Paid direct to counsel (Inv No. 79736 dated 13.01.11)	2,454.16		22,665.86
30 Dec 2009	Payment Received - Thank You		37.50	22,628.36
1 Jan 2010	Half annual ground rent 2 Jul 2009 to 1 Jan 2010	12.50		22,640.86
1 Jan 2010	Interim service charge	25.00		22,665.86
25 Feb 2010	LCF legal administration charge	522.18		23,188.04
31 May 2010	Excess Service Charge	583.85		23,751.89
1 Jun 2010	Interim reserve charge 1 Jun 2010 to 31 May 2011	100.00		23,851.89
1 Jun 2010	Electric Adjustment Year End 31 May 2010		4.60	23,847.29
1 Jun 2010	Interim Credit RE: Lamps		10.50	23,836.79
1 Jun 2010	Credit for cleaning charges 2007 to 2009 re: wrongly charged to Flats 19 to 24		116.00	23,718.79
1 Jul 2010	Half annual ground rent 2 Jan 2010 to 1 Jul 2010	12.50		23,731.29
2 Jul 2010	Payment Received - Thank You		12.50	23,718.79
1 Jan 2011	Half annual ground rent 2 Jul 2010 to 1 Jan 2011	12.50		23,731.29
1 Jan 2011	Interim service charge	25.00		23,756.29
7 Jan 2011	Payment Received - Thank You		37.50	23,718.79
7 Jan 2011	Payment Received - Thank You		1,266.62	22,452.17
31 May 2011	Excess Service Charge	495.67		22,947.84
1 Jun 2011	Interim Reserve Charge 1 Jun 2011 to 31 May 2012	100.00		23,047.84

11227.05

continued/...

Telephone: 0845 458 1228 Email: info@watsonpm.co.uk Website: watsonpm.co.uk

Correspondence and Registered Office Address: Glendevon House, 4 Hawthorn Park, Leeds, West Yorkshire, LS14 1PQ

J H Watson Property Management Ltd trading as Watson Property Management. Registered in England & Wales No. 1883919. VAT Registration No. 371 5817 51



Regulated by RICS

[Handwritten signature]

(4)

properly managed

Watson.

APPENDIX C.4

Date: 22 Jul 2014

Our Ref: GOLDS/024

Page No: 4

Statement of Account

.../continued

Date	Description	Debit	Credit	Balance
1 Jul 2011	Half annual ground rent 2 Jan 2011 to 1 Jul 2011	12.50		23,060.34
8 Jul 2011	Payment Received - Thank You		12.50	23,047.84
1 Jan 2012	Half annual ground rent 2 Jul 2011 to 1 Jan 2012	12.50		23,060.34
1 Jan 2012	Interim service charge	25.00		23,085.34
12 Jan 2012	Payment Received - Thank You		37.50	23,047.84
31 May 2012	Excess Service Charge	476.33		23,524.17
1 Jun 2012	Interim Reserve Charge 1 Jun 2012 to 31 May 2013	* 1,000.00		24,524.17
1 Jul 2012	Half annual ground rent 2 Jan 2012 to 1 Jul 2012	12.50		24,536.67
3 Jul 2012	Payment Received - Thank You		12.50	24,524.17
1 Jan 2013	Half annual ground rent 2 Jul 2012 to 1 Jan 2013	12.50		24,536.67
1 Jan 2013	Interim service charge	25.00		24,561.67
9 Jan 2013	Payment Received - Thank You		37.50	24,524.17
3 May 2013	Land Registry Office Copy	3.00		24,527.17
31 May 2013	Excess Service Charge re 31 May 2013	739.09		25,266.26
1 Jun 2013	Interim Reserve Charge 1 Jun 2013 to 31 May 2014	* 1,000.00		26,266.26
1 Jul 2013	Half annual ground rent 2 Jan 2013 to 1 Jul 2013	12.50		26,278.76
8 Jul 2013	Payment Received - Thank You		12.50	26,266.26
1 Nov 2013	Costs disallowed per LVT determination		730.23	25,536.03
1 Nov 2013	Reversal - Reference 1400641 Costs disallowed per LVT determination	730.23		26,266.26
1 Nov 2013	Costs disallowed determined 16/10/2013		60.88	26,205.40
1 Jan 2014	Half annual ground rent 2 Jul 2013 to 1 Jan 2014	12.50		26,217.90
1 Jan 2014	Interim service charge	25.00		26,242.90
13 Jan 2014	Payment Received - Thank You		25.00	26,217.90
13 Jan 2014	Payment Received - Thank You		12.50	26,205.40
16 Jan 2014	Second reminder administration charge	42.00		26,247.40
24 Jan 2014	Final Reminder Administration Charge	60.00		26,307.40
10 Feb 2014	Apply to County Court Admin Charge	150.00		26,457.40
24 Mar 2014	Payment Received - Thank You		996.76	25,460.64
29 May 2014	Claim to enforce FTT decision - 004869	40.00		25,500.64
29 May 2014	Statutory Interest to 29th May 2014	589.07		26,089.71
31 May 2014	Excess Service Charge re 31 May 2014	609.72		26,699.43
1 Jun 2014	Interim S/Charge (Property Reserve) 1 Jun 2014 to 31 May 2015	* 1,000.00		27,699.43
19 Jun 2014	Invoice 3265 - Bundle Preparation Costs	** 705.90		28,405.33
1 Jul 2014	Half annual ground rent 2 Jan 2014 to 1 Jul 2014	12.50		28,417.83
9 Jul 2014	Variable Administration Charge for the attendance of Lisa Harvey at FTT hearing of 9th July 2014 - 5 hours charged at Support staff rate of £90.00 per hour plus VAT	540.00		28,957.83
9 Jul 2014	Variable Administration Charge for the travel costs of Nicholas Warren in attending FTT hearing of 9th July 2014 - 178 miles @ £0.40 per mile plus VAT	85.44		29,043.27

2119-23

continued/...

Telephone: 0845 488 1228 Email: info@watsonpm.co.uk Website: watsonpm.co.uk

Correspondence and Registered Office Address: Glendevon House, 4 Hawthorn Park, Leeds, West Yorkshire, LS14 1PO

J J Watson Property Management Ltd trading as Watson Property Management. Registered in England & Wales No. 1033313 VAT Registration No. 371 3817 31



Regulated by RICS

[Handwritten signature]

(5)

properly managed

Watson.

APPENDIX C.5

Date: 22 Jul 2014

Our Ref: GOLDS/024

Page No: 5

Statement of Account

.../continued

Date	Description	Debit	Credit	Balance
9 Jul 2014	Variable Administration Charge for the travel costs of Lisa Harvey in attending FIT hearing of 9th July 2014 - 178 miles @ £0.40 per mile plus VAT	86.44	—	29,128.71
9 Jul 2014	Variable Administration Charge for the attendance of Nicholas Warren at FIT hearing of 9th July 2014 - 5 hours charged at Junior staff rate of £140.00 per hour plus VAT	840.00	—	29,968.71
	Amount Due			29,968.71

925-4A

Landlord: J H Watson Property Investment Ltd Glendevon House 4 Hawthorn Park Leeds LS14 1PQ

METHODS OF PAYMENT

1. By Direct Debit (please request a mandate)
2. By Debit or Credit Card (Please note 3% credit card handling charge)
3. By Cheque made payable to Watson Property Management Client Account, Quoting your reference: GOLDS/024
4. Direct to Watson Property Management client account Natwest Bank Plc. Account Number: 23045477 Sort Code: 56-00-54 Please ensure you quote Ref: GOLDS/024
5. Or log into your personal account at www.watsonpm.co.uk to make payment online

NOTICE IS HEREBY GIVEN pursuant to the Landlord and Tenant Act 1987 Section 48 that all notices (including notices in proceedings) may be served upon the Landlord:- J H Watson Property Investment Ltd Glendevon House 4 Hawthorn Park Leeds LS14 1PQ E&OE

Total. R1 8052-00
 C2 370-13
 C3 11227-05
 C4 2119-23
 C5 925-4A

£22693-85

Add *** 705.90

£23399.75

Identifiable
 * Service Charge Items
 ** * Omitted item from Page C.4

Handwritten signature