



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

Case Reference : **BIR/00CS/LIS/2021/0020**

HMCTS : **V: CLOUD VIDEO PLATFORM (CVP)**

Property : **Brandhall Court, Wolverhampton Road,
Oldbury, B68 8DE**

Applicants : **Ms Elizabeth Hayward (Flat 8)
Mr Paul O’Leary (Flat 10)
Mr Kevin Reed (Flat 11)**

Representative : **Mr Kevin Reed**

Respondents : **Brandhall Court Management Company
Limited**

Type of Application : **Application under section 27A of the
Landlord and Tenant Act 1985 for
determination of liability to pay and
reasonableness of service charges**

Tribunal Members : **Judge M K Gandham
Mr N Wint FRICS ACI Arb**

Date of Hearing : **19th August 2021**

Date of Decision : **30 September 2021**

DECISION

COVID-19 Pandemic: Remote Video Hearing

This determination included a remote video hearing which had been consented to by the parties. The form of remote hearing was Video (V: CVP). A face-to-face hearing was not held because it was not practicable, no-one requested the same and all issues could be determined in a remote hearing/on paper. The documents referred to were contained within the parties' bundles, the contents of which are noted.

Pursuant to Rule 33(2A) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, and to enable this case to be heard remotely during the Covid-19 pandemic in accordance with the Pilot Practice Direction: Contingency Arrangements in the First-tier Tribunal and the Upper Tribunal, the Tribunal directed that the hearing be held in private. The Tribunal had directed that the proceedings were to be conducted wholly as video proceedings; it was not reasonably practicable for such a hearing, or such part, to be accessed in a court or tribunal venue by persons who were not parties entitled to participate in the hearing; a media representative is not able to access the proceedings remotely while they are taking place; and such a direction was necessary to secure the proper administration of justice.

Introduction

1. On 17 May 2021, the Tribunal received an application from Ms Elizabeth Hayward, Mr Paul O'Leary and Mr Kevin Reed ('the Applicants'), under section 27A of the Landlord and Tenant Act 1985 ('the Act'), to determine whether the service charges demanded for the service charge periods 1 April 2015 to 31 March 2021 were payable, and the amounts which were reasonably payable, in respect of the properties known as Flat 8, Flat 10 and Flat 11 Brandhall Court, Wolverhampton Road, Oldbury, West Midlands, B68 8DE ('the Properties').
2. The Properties are located within the development known as Brandhall Court ('the Development'). Brandhall Court Management Company Limited r/o St Mary's House, 68 Harborne Park Road, Birmingham, England, B17 0DH ('the Respondent') is the freehold owner of Development and all of the current lessees of the flats within the Development are equal shareholders of the Respondent company. MetroPM manage the Development on the Respondent's behalf.
3. Ms Hayward is the current lessee of Flat 8 under a lease dated 22 June 2016 made between her and the Respondent for a term of 999 years from 1 May 2016; Mr O'Leary is the current lessee of Flat 10 under a lease dated 28 June 2016 made between him and the Respondent for a term of 999 years from 1 May 2016; and Mr Reed is the current lessee of Flat 11 under a lease dated 18 July 2016 made between (1) the Respondent and (2) Reece Ashley Ball for a term of 999 years from 1 May 2016.
4. Directions were issued on 26 May 2021 and, in accordance with those directions, the Tribunal received a bundle of documents from the

Applicants on 1 June 2021 and from the Respondent on 7 July 2021. The documents received from the Applicants did not include a Statement of Case, but instead enclosed a number of documents and items of correspondence which formed part of their case.

5. Prior to the hearing, the Tribunal received further documentation from the parties which included a copy of the freehold title, a copy of a previous lease for Flat 11 dated 4 January 2020, copy reports carried out in relation to the roofs of the Properties and various photographs of the roofs.
6. Although the application form stated that the whole of the annual service charge for each of the years 2015 to 2021 was to be considered by the Tribunal (£1,500 per annum), the Applicants had confirmed that the sole matter in dispute was the reasonableness of the cost of the roofing works carried out by David Stevens Roofing Specialist ('David Stevens'). In addition, although the Applicants had referred to "non-compliance of section 20" in their application form, at the hearing Mr Reed, on behalf of the Applicants, confirmed that they were not pursuing the same.

Inspection

7. The Tribunal inspected the Property on 18 August 2021. Mr Reed attended the inspection on behalf of the Applicants and Mr Paul Walker and Mr David Steele (two of the directors) attended on behalf of the Respondent.
8. The Development is situated on the south west side of Wolverhampton Road in Oldbury in the West Midlands. The Development comprises 40 flats, 40 garages, gardens and grounds (which included parking areas). The gardens and grounds were well maintained. The flats are divided into three blocks– Stafford House (Flats 1 to 12), Warwick House (Flats 13 to 24) and Worcester House (Flats 25 to 40).
9. The Properties are duplex flats, all located on the first and second floors of Stafford House. Stafford House has an unusual layout in that it is divided into four separate sections forming a cross shape with a square, central courtyard. Flats 1 to 4 are located on the ground floor. The other flats are accessed via a metal spiral stairway in the courtyard which leads to a first floor landing, overhanging the central courtyard, which connects and gives access to Flats 5 to 12. Flats 8, 10 and 11 are located in different sections of Stafford House, Flat 8 being located above a section which contains Flat 2 at the ground level, Flat 10 being located above a section which contains Flat 3 at the ground level and Flat 11 being located in a section which contains Flat 4 at the ground level.
10. All of the blocks in the Development, including Stafford House, are of similar construction with the roofs of all three flats constructed over two levels (a high level and a low level), which are each separated by four small windows (two per flat) set into the integrated upstands.

11. As the Tribunal carried out its inspection in accordance the contingency arrangements due to the COVID-19 pandemic, the Tribunal was unable to view the roofs clearly, but had been provided with various survey reports which contained photographs of the roofs, as well as other aerial photographs that had been taken with a drone and photographs taken after a recent re-inspection carried out by David Stevens at the request of Mr Walker.

The Law

12. Section 18 of the Act defines what is meant by the term ‘service charge’ and defines the expression for ‘relevant costs’. Section 19 of the Act limits the amount of any relevant costs that may be included in a service charge to costs that are reasonably incurred and section 27A details the liability to pay services charges.
13. The Act (as amended) provides:

Section 19 Limitation of service charges: reasonableness

- (1) *Relevant costs shall be taken into account in determining the amount of a service charge payable for a period –*
 - (a) *only to the extent that they are reasonably incurred, and*
 - (b) *where they are incurred on the 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 of subsequent charges or otherwise.*

Section 27A Liability to pay service charges: jurisdiction

- (1) *An application may be made to the appropriate 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 the appropriate 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 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.*

(4) No Applications 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 as having agreed or admitted any matter by reason only of having made a payment.

...

The Leases

14. The leases for the Properties were extended in 2016. All three leases confirmed that the respective flats were demised upon *“the same terms and conditions and subject to the like covenants on the part of the tenant and the landlord respectively and the like conditions in all respects as are contained in the Original Lease”*. The Tribunal had been provided with a copy of the original lease for Flat 11, dated 4 January 2002 and made between (1) the Respondent and (2) Jacqueline Ann Jackson (‘the Original Lease’), and were informed that the original leases for the other flats were in similar terms.

15. Under clause 3 of the Original Lease, the lessee covenanted to observe and perform the obligations set out in the Ninth Schedule. In paragraph 6 of the Ninth Schedule the lessee covenanted to pay the lessee’s proportion of the “Maintenance Expenses”. The “Maintenance Expenses” were detailed in the Sixth Schedule and paragraph 1 confirmed that these expenses included:

“Repairing rebuilding repointing improving or otherwise treating as necessary and keeping the Maintained Property and every part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.”

16. The “Maintained Property” was described in the Second Schedule and includes:

“the structural parts of the Buildings including the roofs gutters rainwater pipes ... and all external parts of the Buildings and all Service Installations not used solely for the purpose of one Flat (but not including the glass in the windows or window frames or sills of individual Flats...)”

The “Buildings” were defined in the Original Lease as the buildings within the Development, which include Stafford House.

Hearing

17. An oral hearing was held via CVP on 19 August 2021. The Applicants were represented by Mr Reed at the hearing and Ms Hayward and Mr Ahmed (a Senior Property Manager at MetroPM) also attended. Mr Walker and Mr Steele attended on behalf of the Respondent.

The Applicants’ submissions

18. The Applicants provided a bundle of documents in support of their application. The documents included a roofing report by Icopal Limited dated 21 January 2014 (‘the Icopal Report’), various items of correspondence, copy quotes and invoices, a copy of a Motion (dated 8 July 2016) to be proposed at an EGM to be held on 14 July 2016 and the minutes of an AGM meeting held on 24 September 2016.
19. Mr Reed, on behalf of the Applicants, stated that the Respondent had spent £36,000 on roofing works, which had not addressed the issues regarding the problem with the window upstands. He stated that the Respondent had ignored the roofing reports and that the works which had been carried out had not been completed to building regulation standards.
20. Mr Reed stated that the Icopal Report referred to the height of the window upstands being inadequate and that they should be raised to a height of 150mm above the finished level of the low roof, in accordance with buildings standards. He stated that the Bauder Roof Survey Report dated 2 September 2019 (‘the Bauder Report’) clearly showed that the works carried out by David Stevens did not deal with the issues that had been raised regarding the upstands. In addition, Mr Reed stated that the low level roofs were still pooling. As such, he submitted that the costs of the roofing works carried out by David Stevens were not reasonable as they had not resolved the issues that had been identified by the Icopal Report.
21. In addition, Mr Reed stated that the Respondents should have employed a larger company instead of David Stevens, as the Applicants were anxious as to what would happen to any guarantee for the works should anything happen to Mr Stevens. Mr Reed also questioned why David Stevens was the only person who was allowed to give a tender for the works and referred to correspondence included in the bundle regarding the reluctance of some lessees to the appointment.

22. Although Mr Reed accepted that the core samples taken of the roofs of Stafford House, as part of the Bauder Report, confirmed that both the low level roofs and high level roofs were dry, he stated that it was unclear as to how long this would last.
23. Mr Reed noted that the Respondent had provided three emails to the Tribunal from lessees of other flats in the Development (who had confirmed that they did not have issues with their respective roofs), but he pointed out that these lessees were all directors of the Respondent company.
24. Ms Hayward confirmed that she had been raising the issue regarding the water ingress in her flat for six or seven years without success. Ms Hayward also stated that, although David Stevens had re-inspected the roofs to check the state of the same, this was not acceptable and that the Respondent should obtain a second opinion as to the adequacy of the roofing works that were carried out by him.
25. Mr Ahmed confirmed that they had instructed Hamilton Darcey LLP to prepare a report in relation to the issues with water ingress at Stafford House. Hamilton Darcey referred to the roof survey undertaken by Bauder and prepared a Specification of Works. Mr Ahmed also confirmed that a report, dated 28 March 2019, had been prepared by Integral Roofing in relation to water penetration in Flat 38 ('the Integral Roofing Report'). This report recommended a boxing out of the low sill with timber and then applying a coating, to create a 150mm detail.
26. A copy of the Integral Roofing Report, the Specification of Works from Hamilton Darcey LLP and copy correspondence between Metro PM, Bauder and Hamilton Darcey LLP were forwarded during the hearing to the Tribunal and both parties.
27. Mr Ahmed confirmed that, although they had previously instructed solicitors to look at the issue regarding the responsibility of the windows, this issue had not been resolved. Mr Reed stated that he was also unsure as to who was responsible for the windows under the leases.

The Respondent's submissions

28. The Respondent, in their written statement, confirmed that the service charge for each of the flats on the Development was £1,500 per annum and that this had remained static from 2015 to 2021. The new directors had created a ten-year plan for the site, which helped give an indication of intended future charges and costs.
29. They stated that the roofing works queried by the Applicants were carried out over the period 2015 to 2017 and that the correspondence detailed in the Applicants' bundle related to general discussions and not necessarily the final decisions on those matters. The Respondent stated that various options were considered at the time, and discussed in great length, at

directors' meetings, AGM meetings and also at an EGM held in 2016 and that, ultimately, David Stevens was instructed to carry out the works.

30. The Respondent stated that David Stevens was awarded the contract based on his quotations, experience and the fact that it was an approved contractor for Sandwell Council and Moat Farm School. They also stated that all of the works carried out by David Stevens carried a 10-year guarantee.
31. The Respondent stated that David Stevens had recently being asked to re-inspect the roofs, and his recent inspection had found no leaks from the roofs in any of the flats. David Stevens also confirmed that the 10-year warranty was still valid and that he would carry out any repairs should this become necessary.
32. The Respondent believed that the Applicants' concerns related to issues with water ingress near the windows and noted that not all of the flats in Stafford House appeared to have been affected. The Respondent also noted that David Stevens, during his re-inspection, had stated that some of the windows were in poor repair and that sealing the windows might prevent further water ingress.
33. In relation to the appointment of David Stevens as the contractor, Mr Walker confirmed that he had no personal or professional relationship with Mr Stevens and that the roofing works carried out by David Stevens had been completed prior to his appointment as a director. The cost of the roofing works was £2,750 for the roofs of Flats 7 and 8, £6,860 for the roofs of Flats 9 and 10 and £6,750 for the roofs of Flats 11 and 12.
34. Mr Walker stated that water ingress appeared to be the root problem, however, referred to a lack of information from MetroPM and stated that carrying out a complete refurbishment of the roof was "like using a sledgehammer to crack a nut". He stated that he had not seen the Integral Roofing Report, regarding possible boxing in, nor had he been supplied with much of the correspondence between MetroPM and the contractors.
35. Mr Walker stated that, although he had a great deal of sympathy with the Applicants, prior to carrying out any work they would need to see proper evidence as to where the leaks were actually coming from. He stated that the lessees of Flats 5, 6 and 9, who had similar duplex flats, had not reported any problems in relation to their roofs. He also stated that the photographs taken by David Stevens, during his recent inspection in June, indicated that the roofing works were not the cause of the water ingress and that the problem might be due to the poor condition of some of the windows and sills.
36. Mr Walker stated that the Respondent had real concerns, as they believed that, under the lease terms, the windows and sills belonged to the lessees. As such, they believed that any works which involved alteration to the windows might not be covered under 'Maintenance Expenses'. He stated

that, even if the Respondent simply resealed the windows, this could be considered an improper use of the service charge by other lessees.

The Tribunal's Deliberations and Determinations

37. The Tribunal considered all of the written and oral evidence submitted and briefly summarised above. The questions for the Tribunal are whether the roofing works were carried out to a reasonable standard and whether the cost of the works was reasonably incurred.
38. The Tribunal noted that the Applicants did not dispute that they were liable to pay the 'Maintenance Expenses' under their leases, nor did the Respondent dispute that the Applicants were having issues regarding water ingress in their flats.
39. The Tribunal also noted that the real issue centred around the cost of the works to the roofs of three of the sections of Stafford House – those which contained the Properties. As such, the dispute related to the reasonableness of works amounting to £16,360. The Tribunal observed that these costs also included the works carried out to the high level roofs, and that the Applicants had not complained about any leaks from those roofs. In addition, there was no evidence that the lessees of Flats 7, 9 and 12, who shared the low level roofs with the Applicants, had encountered any problems with their roofs.
40. The Tribunal noted that the earliest report provided to the Tribunal was the Icopal Report, which was commissioned in 2014, prior to the works carried out by David Stevens. The Icopal Report detailed that the high level roof was of a cold roof construction and that, at the time, there was considerable blistering with evidence of water ingress affecting the integrity of the system. It also reported cracking to the waterproofing membranes. The report recommended a complete removal of the existing system and replacement with a warm roof construction.
41. In relation to the low level roofs, the Icopal Report reported that areas of the roof were soft, suggesting that they had been affected by water ingress, and that there was growth of moss, suggesting that ponding occurred in the affected areas. The report also referred to the window upstands being inadequate and that they should be raised in height to a minimum of 150mm in accordance with the British Standard Codes of Practice. The report suggested a complete removal of the waterproofing system with reinstatement of a new Icopal insulated high-performance waterproofing system.
42. The Integral Roofing Report was carried out in March 2019 but related specifically to Flat 38. This referred to issues relating to the low upstand detail to the windowsill, splits in the sill and flashing having become detached and being inadequate. The report also noted that the windows were in poor condition with the sills falling back on themselves. The report recommended boxing out the lower sill to create a 150mm detail. As the

report related to Flat 38, it was of no assistance to the Tribunal in determining whether the works carried out by David Stevens on the Properties was carried out to a reasonable standard.

43. The Bauder Report was carried out in September 2019, after the roofing works by David Stevens had been completed. It confirmed that the low level roof was of a warm roof construction and the high level roof was of a cold construction. Core samples were taken of each of the decks, which confirmed that both were dry. The report stated that the decking was in a good condition and of suitable construction and type to be reused as part of the roof refurbishment. The report did not refer to any issues with the waterproofing in either the low level or the high level roofs in Stafford House.
44. In relation to falls, the Bauder Report stated that the existing falls on the high level roof were considered adequate and generally functional but that there was a lack of adequate falls on the low level roofs, affecting the drainage functionality and performance. As a result, the report stated that standing water occurred and that adequate falls should be provided as part of the roof refurbishment. In relation to the upstands, the report confirmed that, once the roof had been refurbished, there would be insufficient upstand and that the windows would need to be replaced with smaller units to fit a reduced opening.
45. The documents provided by Respondent included a letter from David Stevens, dated 5 July 2021, with nine photographs. In the letter, Mr Stevens stated that, following his inspection of the roofs, he could confirm that all roof coverings were in good order, however, there were defective sills around the windows to Flats 8, 10 and 38. He provided a quote for repairing the same.
46. Although the Icopal Report had recommended that both the high level and low level roofs be completely refurbished, the Tribunal noted from the copy correspondence, the copy Motion proposed at the EGM and the AGM minutes, that the roofing works, having been discussed at length in the EGM, were “*continuing as planned as was within the budget allocated*”. The Tribunal had not been provided with a copy of the minutes for the actual EGM, but noted that various alternative quotes obtained at the time (contained within the Applicants’ bundle) did not appear to include alterations to the windows or upstands, so could only presume that the final agreed works did not include those changes. The Tribunal had also not been provided with a copy of the original quote from David Stevens but presumed that the only works carried out by him were repairs to the flat roofs, for which a 10-year guarantee was given.
47. The Tribunal noted that the Bauder Report had not referred to any issues with leaks or defects in the works that been carried out to either the low level roofs or the high level roofs of Stafford House and there were no reports of any cracking or blistering of those roofs. As such, the issues

detailed in the Icopal Report relating to water ingress in the decking appeared to have been resolved.

48. Furthermore, when specifically asked by MetroPM in email correspondence in 2020, "*whether the previous workmanship was poor*" in relation to works carried out in Block 1 – 12 (Stafford House) and Block 25- 40 (Worcester House), Mr Burge, Area Technical Manager at Bauder, referred to "*the main issue*" being the combination of the low upstand height underneath the windows and poor falls on the roof "*causing water ingress around these locations*". As previously stated, David Stevens did not appear to have been commissioned to carry out works to resolve the issues relating to the upstand heights.
49. Although Mr Burge then went on to refer to the "*bituminous waterproofing membrane ... not terminated correctly beneath the sills and in some places the lead flashing is either failing or missing*" and "*driving rain*" and "*rain bounce*" causing "*problems*", he did not confirm which parts of the Development or which flats this related to.
50. In addition, although the Applicants referred to the works carried out by David Stevens as not complying with buildings regulations/ standards, despite being specifically questioned about the adequacy of the workmanship, this was not something which was asserted by Mr Burge and this was also not mentioned in the Bauder Report.
51. Accordingly, although it is not disputed that there is some pooling on the flat roofs, the Tribunal considers that there is no evidence that the works carried out by David Stevens have caused any leaks or water ingress to the Properties, or that the works were not of a reasonable standard. In addition, the Tribunal considers that the Applicants have failed to provide any evidence that the costs of the works carried out by David Stevens was unreasonable.
52. The question remaining for the Tribunal is whether it was reasonable for the Respondent to have incurred the costs of carrying out the repairs to the flat roofs without resolving the issues in relation to the upstands at the same time.
53. The Tribunal noted that the directors of the Respondent company appeared to be elected every year and, from the hearing, it was clear that not all of the current directors had been provided with the previous reports carried out on the roofs.
54. Both the Icopal Report and the Bauder Report referred to the window upstand kerbs being inadequate and suggested that they be raised to a minimum of 150mm, to accord with British Standards, as part of a new waterproofing system. The Bauder Report suggested that increasing the surface level to provide adequate falls, would make it necessary to replace the existing windows with smaller units to fit the reduced opening, as the height of the remaining upstand would otherwise be insufficient. In

addition, the email correspondence between Metro PM and Bauder suggested that the main cause of the water ingress in these areas was a combination of the height of the upstands and inadequate falls.

55. Despite this, the Tribunal noted that the lessees of Flats 6 and 9 (albeit directors of the Respondent company) had stated they had never encountered an issue with water ingress through the roof windows. The Tribunal had also been provided with no information that the owners of Flats 5, 7 and 12 (again, with similar type roofs) had any issues.
56. The photographs provided by the Respondent indicated that some of the window sills were in a poor condition and the Integral Roofing Report referred to the window in Flat 38 as being in a poor condition and the sill of that window falling back on itself.
57. Having considered all of the evidence, the Tribunal considered that there was insufficient information to indicate whether the water ingress was as a result of the condition of the height of the upstands and pooling, the poor condition of the windows and sills, or a combination of both, which might account for the water ingress occurring in some flats but not others.
58. The Tribunal considered the terms of the Original Lease and noted that the glass in the windows, the window frames and the sills of the individual flats did not form part of the 'Maintained Property' but belonged to the lessees. In addition, as they did not form part of the 'Maintained Property' any work to the windows or sills could not be charged to the lessees of the flats as part of the service charge. As such, as the works proposed in both the Icopal Report and the Bauder Report was a complete refurbishment of the roofs and upstands, including works to the windows, potentially the costs of such works might need to be apportioned between the lessees of those individual properties affected and the Respondent.
59. The Tribunal noted that at that time the Icopal Report was commissioned, the high level roofs and low level roofs were in a very poor condition, both having evidence of water ingress. Although the Tribunal has insufficient information as to why it was decided not to carry out the works to the upstands at the same time as the roofing works, from the limited correspondence available, it appears the issue was discussed at length with the lessees and that it may have been due to budgeting restraints.
60. Based on the poor condition of the flat roofs, the Tribunal considers that it was reasonable for the Respondent to have carried out the repairs to the deck (which did fall within the remit of the provisions of the Original Lease) at that time. Having noted that the issue relating to the cause of the water ingress around the windows is still unclear, and that the responsibility for the costs of any works to the windows will also still need to be agreed, the Tribunal does not consider that it was unreasonable for those works not to have been carried out simultaneously.

61. Accordingly, the Tribunal finds that the costs of the roofing works carried out by David Stevens on the Properties was reasonably incurred and of a reasonable standard and that the Applicants are liable to pay the same.

Appeal Provisions

62. If either party is dissatisfied with this decision they may apply to this Tribunal for permission to appeal to the Upper tribunal (Lands Chamber). Any such application must be received within 28 days after these written reasons have been sent to the parties (Rule 52 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013).

M. K. GANDHAM
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Judge M. K. Gandham