

In the matter of
W D Shakespeare, J S Hornett & Others (the Applicants) (1)
and
Waterglen Limited (the Respondent) (2)
and
the applications to the Leasehold Valuation Tribunal by the Applicants
for
a determination of reasonableness of service charges under Section 27A
of the
Landlord & Tenant Act 1985
and
for an order under section 20C of the Landlord & Tenant Act 1985
in respect of
Camberley, Beaconview Road, West Bromwich, B71 3PF

Background

On 9th February 2004, Mr W D Shakespeare and Mr J S Hornett submitted an application to the Midland Leasehold Valuation Tribunal ("the Tribunal") for a determination of liability to pay service charges in respect of the subject property for the years 1991/2 to 2002/3 inclusive, under Section 27 A of the Landlord & Tenant Act 1985 ("the Act") and an application for an order under section 20C of the Act .

A Pre Trial Review was held on 21st April 2004 at which time Mr J S Hornett and Mr A Harvey appeared in person as Applicants, assisted by Mr P Denning of Messrs Pennycuik Collins, Chartered Surveyors. Mr A Ahmed appeared on behalf of the Respondent, represented by Ms E Haggerty of Counsel and Mr S Jardine of Messrs Brethertons, Solicitors.

Upon hearing initial submissions by the parties it was clear that there were a number of preliminary legal issues to be resolved before the Tribunal could give further consideration to the applications (if appropriate). It was therefore determined that a Preliminary Hearing should be held on 29th June 2004 in order to consider the matters set out below:

- a) Clarification of the identity of the Applicants. In particular, the identity of those lessees who had applied to be treated as Joint Applicants and were entitled to be so treated.

- b) For what period (if any) Waterglen Limited could be properly named as the Respondent.
- c) The extent to which (if any) the Leasehold Valuation Tribunal had jurisdiction to consider items of service charge which had been the subject of a determination in the County Court under section 81 Housing Act 1996. (Claim No. WJ005539 between the freeholder and Steven Shephard).
- d) Whether credits made to the service charge account (from takings from the laundry) fell outside the definition of service charge under Sec 18 Landlord & Tenant Act 1985 and were therefore outside the jurisdiction of the Leasehold Valuation Tribunal.
- e) Whether the Leasehold Valuation Tribunal should accede to the Respondent's request (on 21st April) to dismiss the Applications as frivolous or vexatious or otherwise an abuse of process of the Tribunal by reason of:
 - The age of the matters about which the Applicants sought determination and/or
 - The changes of freeholder during the period for which the Applicants sought determination and/or
 - The complaints not being brought earlier and/or
 - Matters already having been determined under Claim No. WJ005539 in the County Court (ante)

At the Preliminary Hearing held on 29th June 2004, Mr J S Hornett and Mr W D Shakespeare appeared as Applicants, represented by Mr Marc Wilkinson of Counsel and Mr P Denning of Messrs Pennycuik Collins, Chartered Surveyors. Mr A Ahmed appeared on behalf of the Respondents, represented by Ms E Haggerty of Counsel and Mr S Jardine of Messrs Brethertons, Solicitors. Mr A W L Hornett (Camberley Residents Association), Ms A O Callaghan, Mr A Davies and Ms L Moorcraft were also present.

On the 8th June 2004 Mr Denning had submitted a written request to the Tribunal for the first application to be amended to include the current service charge year, 2003 – 2004. The Tribunal ruled that this matter would be considered at the end of the Preliminary Hearing, at which time both parties would be invited to make submissions.

The decisions of the Tribunal in relation to these matters are set out in the formal decision issued following the Preliminary Hearing, but for ease of reference are summarised as follows:

Point (a):

The Tribunal determined that all of the Applicants named in Appendix B of the submission by Ms Haggerty (a list of the named applicants; their flats; the date they purchased; and the registered owner – if different from the named applicant) were entitled to be treated as Joint Applicants in respect of the current Applications, with the exception of Mrs L G Barton/Mr Rajvinder Singh (No. 48); and Mr L Woodcock/Mr Orme (No. 138). In those cases, Mrs Barton and Mr Woodcock had recently sold their flats and their successors in title, Mr Singh and Mr Orme had not made an application to be treated as Joint Applicants.

The full list of Applicants is shown on Appendix I to this decision.

Point (b):

The Tribunal determined that Waterglen Ltd was the landlord in accordance with the definition set out in Section 30 of the 1985 Act. In addition, the Tribunal noted that it was Waterglen Ltd which took the County Court action against Mr Steven Shephard. Accordingly, the Tribunal determined that Waterglen Ltd was properly named as the Respondent in the present applications. If the management company is to be added as a second Respondent then that would have to form the subject of a separate application to the Tribunal.

The Tribunal noted the Applicants were not now pursuing matters prior to 5th February 1998 (when the Respondents acquired its interest in the property).

Point (c):

In the judgement of the Tribunal, the matter of the reasonableness of the amount of the service charge for the relevant years had not been the subject of a determination by a Court because it was not an issue in the proceedings before his Honour Judge Kirkler in March 2002. Accordingly, Mr Shephard was not precluded from being an Applicant by virtue of Section 27 A (4) of the 1985 Act (as amended by section 155 of the Commonhold and Leasehold Reform Act 2002). Furthermore, the other tenants were not party to the proceedings before the County Court at Stoke on Trent, and there had been no determination by a Court affecting service charges payable by them. They were therefore not precluded from being Applicants.

Point (d):

The Tribunal determined that, on the face of the lease, the laundry credits were not a service charge item, although water and electricity were supplied to the laundry and the applicants were therefore entitled to argue that the amount of the income credits had an impact on the amount of the service charges. The Tribunal therefore declined to rule that the laundry credit issue was outside the jurisdiction of the Tribunal.

Point (e):

The Tribunal determined that the Applications should not be dismissed as frivolous, vexatious or otherwise an abuse of process of the Tribunal.

Extension of Application to include service charge year 2003-4:

In relation to the request by Mr Dening in his letter of 8th June 2004 that the first Application should be amended to include the current service charge year, 2003 – 2004, the Tribunal confirmed that this would be allowed on the basis that such extended Application would relate solely to the question of management fees and insurance for that particular year (as agreed by the parties).

Following the Preliminary Hearing, Directions were issued on 5th July 2004 concerning the further conduct of the applications prior to the full hearing set down for 21st to 24th September, following an inspection of the development and sample units of each type of flat within it, earlier on the first day of the hearing.

Inspection and Hearing:

At the inspection carried out on the morning of 21st September 2004, the Tribunal was accompanied by representatives of both the applicants and the respondents, as well as Mrs K Wallis, the wife of the resident caretaker Mr J Wallis .

The property comprises a fourteen storey "tower block" of flats originally built by the then local authority in around 1965. The building is set in substantial grounds given over mainly to car parking at the rear, but with areas of soft landscaping principally to the front. The building was sold in the early 1990s to a private company, Lodgeday Developments Ltd, which carried out an extensive programme of refurbishment and renovation before then selling individual flat units on 99 year leases as and when they became available.

There are nine single level, one-bedroom, studio flats on the ground floor and one hundred and thirty three two-storey, two bedroom flats on the remaining floors above. The one hundred and thirty three two-storey flats have their own entrance doors and living accommodation on floors two to fourteen, the even numbered floors being served by the lifts. The bedrooms and bathrooms are on the floors below, with access only available from within the individual flats. Each flat is entirely self-contained with its own kitchen and bathroom. Also on the ground floor is a launderette and leisure centre for the use of residents, together with the resident caretaker's office and various storage cupboards used by the caretaker.

The Tribunal inspected the roof area; the caretaker's flat; the ground floor launderette leisure centre and storage areas; the reception office; the grounds; the staircases; and a number of sample flats on various levels of the building.

At the hearing, Mr J S Hornett, Mr A W L Hornet and Mr W D Shakespeare appeared in person as Applicants, assisted by Mr P Dening of Messrs Pennycuik Collins, Chartered Surveyors. Mr A Ahmed appeared on behalf of the Respondent, represented by Ms E Haggerty of Counsel and Mr S Jardine of Messrs Brethertons, Solicitors. In addition, witness evidence was called during the hearing from:

Mr P Dening (Pennycuik Collins, Chartered Surveyors) in respect of estate management matters and Mr D Morrison (Morrison Edwards) in respect of insurance matters for the Applicants, and

Mr Antonio Ahmed (DGA- formerly known as David Glass Associates, the managing agent responsible for Camberley); Mr Harold Loasby (HLM Midlands Ltd) in respect of estate management matters; Mr Peter Eite (Eite & Associates) in respect of certain building works; Mr P Sampson (Cadogan Insurance Services Ltd) in respect of insurance matters. and John Beckwith (Technical Lift Consultancy Ltd) in respect of the lifts, for the Respondents.

In addition, written witness statements were provided by Mr J S Hornett; A W L Hornett and W D Shakespeare as Applicants, and Mr J Wallis (Caretaker at Camberley).

Also present for part of the hearing were a number of other Applicants and observers.

The Tribunal heard representations from the parties on the matters in dispute, as outline below in the context of the determination of each matter, referenced to the Scott Schedule – attached as Appendix II.

It should be noted that, unless otherwise stated, the Tribunal's decisions relate only to the period following the acquisition of the property by the Respondents (5th February 1998) as agreed by the parties following the Preliminary Hearing.

INSURANCE PREMIUMS

The Tribunal regarded the premium rate being charged as excessive, in view of: --

- a. The evidence of Mr Morrison who is an independent and experience insurance broker.
- b. The connection between the landlord, their managing agent, and the insurance broker (all part of the Hercules group of companies) bearing in mind that between 30% and 40% of the insurance premium was payable to the brokers as commission. In our view this gave rise to a conflict of interest which we considered as likely to be a significant contributory factor affecting the premium rate of 0.28%.
- c. It was sought to justify the premium rate on the basis that a significant number of flats were occupied by 'asylum seekers'. It was agreed between the parties that a significant occupancy by 'asylum seekers' would result in an increased premium. The Tribunal recognised that on the evidence "asylum seekers" are regarded as a separate category of occupier by insurers, although this is of concern on the grounds of definition, fairness, discrimination and other human rights issues. Nevertheless it was accepted that insurers use this category and that it could lead to an increase in premium rate.
- d. However, on subsequent questioning by the Tribunal (bearing in mind the Applicants did not have legal representation at the hearing), it became clear that whatever definition of "asylum seekers" was adopted, occupancy by persons in this category was actually minimal at Camberley.
- e. In light of this, it was clear that the present insurers had been given erroneous information which had resulted -- at least in part -- in an excessive premium rate being quoted. In July 2004, this incorrect information had led in part to the initial refusal to continue insurance and clearly accounted for the similar refusal to take the property on risk by other insurers at that time.
- f. The argument concerning the level of subletting to occupational tenants and the effect that had on the premium rate was not accepted by the Tribunal given that such occupation was not actually unusual or excessive at Camberley and had been reflected in the uplift in "basic" premium" of 0.08% referred to in Mr Morrison's evidence in arriving at a rate of 0.12%.
- g. It was accepted by both parties that the insurance claims history at Camberley was good.

Although the amount of the additional premium for anti-terrorism cover was questioned initially by the Applicants, in view of the relatively small amount of money involved, it was agreed by the Applicants that this would not be challenged further.

The Tribunal accepts the evidence of Mr Morrison that the premium rate of 0.12% should be applied in each of the relevant years to the specified sum insured.

ELECTRICITY TO COMMON PARTS:

While it seemed clear that a cheaper tariff was available for electricity from October 1998, the Tribunal accepted the point made by the Respondents that it was not practical or reasonable to expect them to explore each and every advertised new tariff constantly. However, the Tribunal took the view that by the time 12 months had elapsed, this point should have been picked up and acted on.

Accordingly, the Tribunal allows the following amounts for electricity to the common parts for each of the specified years:

1998/1999:	£9,672.79p
1999/2000:	£6,962.39p
2000/2001:	£7,807.36p
2001/2002:	£5,911.62p

LAUNDRETTE RECEIPTS:

The Tribunal was satisfied that it had jurisdiction to consider the issue of laundry credits because although not directly referred to in the lease, laundry credits had an impact on the level of the service charge provided for in the lease having regard to: --

- I. The fact that water and electricity, together with an element of the caretaker's costs were clearly part of the service charge referable to the operation of the laundry. It would be inequitable if money paid in part for such water, electricity and service was not therefore credited.
- II. The fact that the whole of the laundry credits (receipts) had historically been credited to the service charge.

Further, the Tribunal was satisfied, on the evidence, that the crediting of the whole of the laundry receipts was a term of the agreement between the parties, and that accordingly the landlord had to give credit for the whole of the receipts in computing the service charge.

In the circumstances, the Tribunal did not consider the impact (if any) of the Unfair Terms in Consumer Contracts Regulations 1994 and 1999.

The Tribunal was satisfied on the evidence that laundry receipts were massively understated and that this was due to a cash handling system which was so inefficient as to be clearly unreasonable.

The one reliable figure for the entire period under consideration was £7,553.10p representing the actual cash receipts for the service charge year 2002/2003, as supported by the Receipts Schedule signed in each instance by the caretaker and one of the lessees, tabled at the hearing. This contrasted with the figure of £4,028.20p shown in the accounts as having been received in that year. This would appear to be a discrepancy for which the Respondent was unable to offer any explanation.

Consequently, the Tribunal determines that the receipts for 2002/2003 as £7,553.10p.

In light of this, the Applicants submitted that a figure of £7,000 per annum would be a reasonable assessment of the correct receipts in each of the previous years. This figure

was calculated on the basis of the actual receipts in 2002/2003 as well as the twelve months from 14th January 2002, when the new locks were fitted and a more robust cash handling system was instituted. In that period, total receipts were £6,448.00p.

The Respondent had no reply to these submissions other than to stand by the figures entered into the accounts as being the amounts of cash received.

On the information available, the Tribunal considered that it would be fair to deduct 10% cumulatively each year from the figure of £7,553.10 for 2002/2003 on account of factors such as inflation; variable levels of use; and different rates of occupancy. This resulted in figures for the deemed receipts in each of the relevant years (with a pro rata mathematical apportionment for the year 1997/1998 in respect of the period prior to the acquisition of Camberley by the Respondents) as follows:

2001/2002:	£6,797.79p
2000/2001:	£6,118.01p
1999/2000:	£5,506.21p
1998/1999:	£4,955.59p
1997/1998:	£4,460.03p (full year)

The Tribunal therefore determines that it would be reasonable for the service charge in each of the above years to be adjusted accordingly.

CLEANING AND REFUSE COLLECTION (A) EURO CONTAINER:

Expenditure under this heading was agreed by the parties as claimed: --

1997/1998:	£80.60
1998/1999:	£85.20
1999/2000:	£89.40
2000/2001 :	£94.44
2001/2002:	£95.81
2002/2003:	£125.35

CLEANING AND REFUSE COLLECTION (B) SMITH AND MOORE: --

The Respondent's case was reliant on the evidence of Mr Wallace, the resident caretaker, regarding the amounts expended. Mr Wallace did not attend the hearing but the Tribunal found his evidence to be unreliable in other respects e.g. the laundry receipts, and therefore where there was a conflict with other evidence, the Tribunal rejected the evidence of Mr Wallace .

It was clear to the Tribunal that the amount spent on materials for alleged use at Camberley was manifestly excessive.

The Tribunal accepts the Applicants' evidence and submissions and considers that £1,000 per annum is a reasonable amount under this heading. This is to be adopted as an average for the service charge years

1997/1998 to 2000/2001, taking into account inflation and other variables. The amount for 1997/1998 will obviously have to be apportioned as from the date on which the Respondents acquired the property.

Expenditure under this heading in respect of the service charge years 2001/2002 and 2002/2003 at £994.09p and £868.44p respectively was not challenged by the Applicants.

CARETAKER'S WAGES AND BENEFITS IN KIND (EXC. TELEPHONE ACCOUNT):

The Tribunal had to decide on the reasonable value to the Applicants of the services e.g. cleaning and gardening actually provided by the caretaker.

Bearing in mind the evidence, the personal experience and knowledge of the Tribunal members, and the inspection of the property immediately prior to the hearing, when the standard of maintenance of the grounds and elements of the cleaning were considered very poor, the Tribunal determines that it would be appropriate to deduct £2,000 per annum under this heading for each of the years in question. As with the previous item, this is to be adopted as an average in order to take account of inflation and other variables. Again as with the previous item, the charge for 1997/1998 will have to be apportioned as from the date on which the Respondent acquired the property.

In the view of the Tribunal, this would represent a reasonable level of charge which could be achieved by instructing competent contractors to carry out such work. The Tribunal accepted the point made by the Respondent that certain items were in the nature of fixed costs and would be incurred even if outside contractors were employed. As a consequence, the deduction of £2,000 should be regarded as being against expenditure under this heading other than fixed costs, given that both parties were agreed on the desirability of having a resident caretaker.

CARETAKER'S EXPENSES – (A) SERVICE FLAT RENT:-

This item was agreed between the parties at £5,391.80 for the only year in dispute, 1998/1999.

CARETAKER'S EXPENSES – (B) TELEPHONE EXPENSES:-

The figure for 1997/1998 was agreed between the parties at £296.02p

For 1998/1999 onwards the Tribunal determines that a deduction for the fax line of £47.88 per quarter should be made, on the basis that this was an unnecessary expense, given the very limited use made of the line, and the more cost effective alternative available of installing a combined fax/telephone "handset" for use on a single line. The resultant net figure is not considered excessive or unreasonable given the size and nature of the development.

CARETAKER'S EXPENSES – (C) PETTY CASH: --

The Tribunal considered that the figure for petty cash had been overstated in each of the years under consideration, given that not all of it was referable to services provided to Camberley e.g. expenditure on petrol was manifestly excessive being £104 in 2001/2002 alone. The evidence was not entirely clear due to a lack of documentation, although from the information available to the Tribunal it was considered appropriate to deduct

30% from the petty cash expenditure to arrive at a figure which represented the reasonable value of services provided to the tenants.

Accordingly, the Tribunal determines that for the year 1997/1998, a 30% deduction should be made from the correct figure of £142.44.

The Tribunal further determines that in all subsequent years, the deduction of 30% should be made from the amount claimed in respect of petty cash as shown in the accounts.

REPAIRS AND MAINTENANCE – (A) WALL SEALS: –

From the evidence, David Glass Associates (DGA) took over the management of Camberley in 1998 following the purchase of the property by the Respondent. In 1999 Peter Eite of Eite & Associates was instructed regarding the possible seal problem at that time concerning Flat number 105, as a result of which work was subsequently undertaken to floors 10, 11 and 12 in November of that year. In 2000, work was undertaken to floors 13 and 14, the necessity for which was questioned by Mr Hornett in June of that year in light of the major works already undertaken by Pitchmastic in 1995/6. The Tribunal noted that in correspondence, DGA professed to have no knowledge of this work and subsequently, wrote to Pitchmastic to see if they would undertake remedial work. Pitchmastic eventually responded by suggesting a detailed inspection at additional cost, but in the meantime, Freedom Buildcare were instructed to carry out further work to the 15th Floor roof, at a total cost of £9,946.38p

In view of the timing of the take over of the management by David Glass Associates in 1998, the Tribunal accepted that they were not aware at that stage of the work carried out some three to four years beforehand by Pitchmastic. That would not be at all unusual, and the Tribunal considered that the criticism with respect to this lack of knowledge to be unjustified.

Despite the disclosure by the Respondent of the letter of 23rd of April 1997 from Powell Williams Partnership to Property Connection Ltd, the Tribunal found as a matter of fact that this letter, although seemingly in the possession of the Respondents, was not perused by anyone concerned with the problems when they arose and were dealt with in 1999/2000. Although in a perfect world all relevant documents would be perused at the time when issues arose to which they were relevant, in practice this did not always happen.

Accordingly the Tribunal determines that the three payments claimed under this heading in respect of 1999/2000 of £3877 .50, £493. 50, and £250 are reasonable and recoverable.

In relation to 2000/2001, however, it was clear that despite correspondence from one of the Applicants drawing DGA's attention to the significant work undertaken by Pitchmastic in 1995/6, the Respondent failed to establish the nature of the work undertaken at that time; nor did it make any serious effort to involve Pitchmastic, who had undertaken significant work only some three/four years beforehand (if the problem was with the seals) or Brindley Asphalt Limited who had recovered the roof only two years before at a cost of just under £78,000 (if the problem was with the roof), before instructing Freedom Buildcare to carry out further extensive works. Accordingly, the Tribunal considered that the respondents had not been reasonable in incurring the expenditure of £9,946.38 arising from that further work carried out by Freedom Buildcare or the associated fee of £1517.60 from Eite & Associates.

Consequently, the Tribunal determines that these two items are not reasonable and therefore not recoverable via the service charge.

REPAIRS AND MAINTENANCE – (B) ROOFTOP EXTRACTOR FANS:-

In relation to the year 1999/2000 the Tribunal accepted the submission by the Applicants that the work undertaken by Kent Fire did not represent work of a reasonable standard, and subsequently gave rise to the need for further work to be carried out by Sound Service. **Accordingly, the Tribunal determines that the amount claimed of £1533.12 was not reasonably incurred and is not therefore recoverable via the service chart.**

In relation to the year 2000/2001, the narrative on the invoice from Sound Service dated 3rd May 2000, indicated that the work undertaken was a temporary repair to make good previous poorly executed work. **As such, the Tribunal determines that the sum claimed of £140 was not reasonable and is not therefore recoverable.**

Similarly, the Tribunal considered that the invoice from Sound Service dated 26th June 2001 in the sum of £247.95 related in part to other work. **As such, the Tribunal determines that a deduction of £128 should be made in respect of that other work , thus leaving a net sum recoverable via the service charge of £119.95.**

REPAIRS AND MAINTENANCE - (C) GUTTER CLEARANCE: --

The Tribunal considered that the description of this work as “gutter clearance” was misleading, and based on the inspection of the roof area prior to the hearing, it seemed more likely that the work in question actually related to an annual check of the central gutter and drainage outlets within the roof area. **On that basis the Tribunal determines that a reasonable cost recoverable via the service charge is £100 plus VAT (if applicable).**

REPAIRS AND MAINTENANCE – (D) CITY ELECTRICAL FACTORS: --

The Tribunal accepted the argument put forward by the Applicants that the purchase of electrical fuses for use by lessees was both excessive and inappropriate and that an excessive number of halogen lamps was also purchased during the years under consideration. Furthermore, the Tribunal noted that no invoices at all were made available in respect of the service charge year 1997/1998. **Accordingly the Tribunal determines the following amounts to be reasonable and recoverable in respect of each of the years under consideration: --**

1997/1998:	nil
1998/1999:	£1596.82
1999/2000:	£780.77
2000/2001:	£1073.99
2001/2002:	£546.34
2002/2003:	£600.00

REPAIRS AND MAINTENANCE – (E) SOUND SERVICES:-

In respect of the year 200/2001, the Tribunal determines as follows: --

- a) £99.95 claimed/£99.95 awarded - the suggested deduction of £30 is de minimus.**
- b) £174.35 claimed/£174.35 awarded – as agreed between the parties.**

- c) £111.95 claimed /£111.95 awarded -- as agreed between the parties.
- d) £242.07 claimed /nil awarded - a serious attempt should have been made to recover the cost of this damage from the individual leaseholder responsible.
- e) £278.55 claimed /£278.55 awarded - the suggested deduction of £40 is de minimus.
- f) £303.18 claimed /£303.18 awarded- the expenditure relating to the removal of CCTV equipment for this sum is reasonable.
- g) £100 claimed /£100 awarded - it is reasonable to install a slave motor and the cost of doing so is also reasonable.
- h) £129.95 claimed /£129.95 awarded- given the nature of CCTV equipment this is considered reasonable.
- i) £237.35 claimed/£237.35 awarded-- as agreed by the parties.
- j) £60 claimed/£60 awarded-- as agreed by the parties.
- k) £75.54 claimed /£75. 54p awarded - as agreed by the parties.
- l) £113 claimed /£113 awarded-- as agreed by the parties
- m) £109.95 claimed /£109.95 awarded - as agreed by the parties.
- n) £159.39 claimed /£159.39 awarded- if, as seems likely, the sockets feed more than one flat, then it would be reasonable for the landlord to assume responsibility for repairs under the service charge
- o) £204.11 claimed /£204.11 awarded-- although this amount should appear within the service charge year 2002/2003, the Tribunal determines that it is recoverable in full.

In respect of the year 2003/2003, the Tribunal determines the following amounts as eventually claimed under this heading as being reasonable and recoverable:-

£145.60	
£261.72	
£80.00	
£176.93	
£159.90	
£60.00	
£444.50	
£258.48	
£299.80	
<u>£168.50</u>	
	£2,055.43

REPAIRS AND MAINTENANCE - (F) RUBY HILL (FRONT DOOR GLASS):

While the Tribunal sympathised with, and understood the frustration of the Applicants regarding the costs of repeated damage to the front door, the action of the Respondent in not pursuing those individuals who were thought to be responsible without clear evidence

of their culpability was considered reasonable. Similarly, the amounts expended on these repairs were considered reasonable.

Accordingly the Tribunal determines the following amounts claimed under this heading as reasonable and recoverable:

2000/2001:	£417.13
2001/2002:	£323.13
2002/2003:	£1052.75

REPAIRS AND MAINTENANCE – (G) RON ROBERTS ROOFING : –

From the evidence it was clear to the Tribunal that the contract was properly procured and that the successful contractor was a reputable company with appropriate insurance etc. No evidence was produced to support the contention that the successful tender for this work was excessive; a view which the Applicants seemed to base mostly on the fact that the contractor was based in Liverpool rather than locally.

The Tribunal therefore determines that the charges for the roofing work in 2000/2001 of £5,875 were reasonable and recoverable by the service charge.

AUDITORS FEES: –

It was conceded by the Respondent that there were errors in the accounts for 1996/1997 as well as those of 1997/1998. In the view of the Applicants, those errors were serious and warranted a waiver of the fee for the first of the years in question and a 50% reduction in respect of the second. The Tribunal considered that some reduction in the fees was justified to reflect the errors made by the auditors and that the charges for 1997/1998 should be reduced by 20% and those for 1998/1999 should be reduced by 10%.

The Tribunal therefore determines that auditors fees of £1993.50 in respect of 1997/1998 and £846 in respect of 1998/1999 are reasonable and recoverable.

LIFT REPAIRS AND MAINTENANCE: –

In considering the submissions of both parties, the Tribunal was impressed by the expert evidence of Mr Beckwith of Technical Lift Consultancy Ltd (“TLC”) who gave a clear indication of the nature of and necessity for the items detailed on his schedule of invoices and work for each of the relevant years.

Accordingly, the Tribunal determines the costs under this heading that are reasonable and recoverable as:

1997/1998: £3,324.34

calculated as the total of known invoices shown on Page 1 (of 12) of TLC’s schedule forming part of Mr Beckwith’s Witness Statement - £11,244.29, less £64.80 and £7,693.00 which related to the period prior to Waterglen acquiring the property, and £162.15, which TLC considered inappropriate.

1998/1999: £7,155.73

calculated as the total of known invoices shown on Pages 2 and 3 (of 12) of TLC's schedule forming part of Mr Beckwith's Witness Statement -- £7,798.70 less a 50% reduction from the invoices for £81.00 and £151.75, and a 100% allowance either for inappropriate charges or repetition in respect of the invoices for £97.21; £129.60; £202.55 and three invoices of £32.41 each. (Total £642.97).

1999/2000: £7,968.11

calculated as the total of known invoices shown on Pages 4, 5 and 6 (of 12) of TLC's schedule forming part of Mr Beckwith's Witness Statement -- £10,409.74 less a 50% allowance off the invoice for £97.21; £610.02 from the invoice for £810.02 and a 100% allowance in respect of invoices for £194.40; £81.02; £1,410.38; and two for £48.60 each (Total £2,441.63).

2000/2001: £11,901.81

calculated as the total of known invoices shown on Pages 7 and 8 (of 12) of TLC's schedule forming part of Mr Beckwith's Witness Statement - £13,187.80 less 50% of invoices for £202.55; £101.27; £72.92 and £81.02, together with 100 % of invoices for £20.26; £121.53; £137.72; £20.26; £48.60; £64.80; £60.76; £81.00; £81.00; £81.02; £81.02; £60.76; £48.60 and £101.17 (Total £1,285.99).

2001/2002: £7,039.01

calculated as the total of known invoices shown on Pages 9 and 10 (of 12) of TLC's schedule forming part of Mr Beckwith's Witness Statement - £8,123.58 less 50% of the invoice for £1,067.37 and 100 % of the invoices for £162.01; £40.51; £40.51; £64.80; £32.41; £97.21; £81.02 and £32.41 (Total £1,084.57).

2002/2003: £6,891.45

calculated as the total of known invoices shown on Pages 11 and 12 (of 12) of TLC's schedule forming part of Mr Beckwith's Witness Statement - £7,518.72 less invoices for £32.41; £116.77; £58.16; £116.33; and £303.60 (Total £627.27).

GARDENING COSTS:-

In respect of 1997/1998 the Tribunal was satisfied that the amount charged of £1170.71 was reasonable, having been accepted by the Auditors as being sufficiently documented.

Accordingly the Tribunal determines that the costs of £1170.71 in respect of Gardening for the year 1997/1998 are reasonable and recoverable.

The charges for 1998/1999 to 2000/2001 were not disputed.

The charges for 2001/2002 were disputed in connection with the purchase of a "sit on" tractor lawnmower following the theft of the earlier Westwood model. The Applicants contended that the charge of £2205.00 only arose as a result of the failure by the Respondent to pursue an insurance claim for the stolen Westwood and that as a result of this negligence, it was unreasonable for the residents to be expected to bear this loss via the service charge. This is a view with which the Tribunal agreed although it was noted that in the Scott Schedule, the Respondent had indicated that a successful insurance claim had been concluded in May 2003 and that the amount received from the insurance company of £2539.99 would be credited to the service charge account. It was also noted

by the Tribunal however that this credit had apparently not been made by September 2000.

The Tribunal therefore determines that the figure of £2205 charged to the service charge account in the year 2001/2000 for the purchase of a replacement tractor mower is not reasonable and therefore not recoverable via the service charge.

In connection with the year 2002/3 the Tribunal considers the purchase of an alarm at a cost of £340 £40 to protect the storage area is reasonable and therefore recoverable.

LEGAL FEES:

The Tribunal determines the question of the recoverable legal fees for each of the years in dispute as follows:-

1998/1999 – Counsel’s fee of £235 was both reasonable and reasonably incurred, and is therefore recoverable as part of the service charge.

1999/2000 -- similarly, Counsel’s fee of £94 is considered reasonable and in view of the terms of the lease, so is the solicitors’ fee account of £156.05.

2000/2001 - in view of the terms of the lease, the charges of £653.78 and £619.81 are both considered reasonable and recoverable as part of the service charge.

2001/2002 - this item was agreed between the parties at nil.

2002/2003 -- in view of the detailed fee accounts provided in connection with Counsel’s advice and involvement with the first application, the Tribunal considers the amount charged of £6,250 .00 plus VAT of £1093.75 (total £7,343.75) to be reasonable and therefore recoverable.

In relation to the solicitors fees in respect of the first application however, the Tribunal noted that these were not supported by fee accounts showing the detail which would be expected to be set out for the sums involved. The Tribunal is therefore not satisfied that these fees are reasonable and determines that only 50% of the amount claimed is recoverable as part of the service charge, after deduction of £44.88 in respect of matters not connected with that application. In monetary terms, (including VAT where appropriate) this is :

Total legal fees:	£22,323.37
Less: Counsel’s fees:	<u>£ 7,343.75</u>
	£14,979.60
Less: “other matters” fee:	<u>£ 44.88</u>
Net fees claimed for first application:	£14,934.03
50% award by Tribunal:	£ 7,467.02

MISCELLANEOUS ITEMS:-

The Tribunal determines the amount recoverable for each of the years in dispute as follows: --

1997/1998:

- (a) Water rates at £39.77 -- agreed between the parties at nil.**
- (b) Incorrect refund of wages act £22.15 -- agreed between the parties at nil.**
- (c) Managing Agents' expenses at £116.39 -- considered not to be reasonable and recoverable on the basis that the items to which these expenses related would normally be included in a managing agent's fee.**

1998/1999:

- (a) Vacuum cleaner costs at £338.40 - agreed between the parties at nil.**
- (b) Managing agents and payroll anomalies at £26.87 and £36.58 - both considered reasonable and recoverable.**
- (c) Payroll bank charges at £8.84 - considered reasonable and recoverable.**
- (d) Unidentified electricity bills of £281.22 and £222.26 - as these bills were dated on consecutive days, it was agreed between the parties that both could not be right. Consequently, only the second bill for £222.26 is considered reasonable and recoverable.**

1999/2000:

- (a) Garden equipment at £116.55 - agreed between the parties at £58.28.**

2000/2001:

- (b) City Electrical Factor's bill at £196.21 -- agreed between the parties at nil.**
- (c) Freedom Buildcare "double invoicing" at £71.86 -- agreed between the parties at nil.**

2002/2003:

- (a) Work incorrectly billed at £519.82 - agreed between the parties at nil.**
- (b) Gardening equipment invoices not divided with adjoining development at £134.41 -- agreed between the parties at £67.21.**
- (c) Electricity bills paid twice at £854.94 - agreed between the parties as being correct at £854.94.**

MANAGEMENT FEES: -

In evidence, the expert witnesses for the parties did not differ significantly in their view as to the current level of management fee which would be appropriate for the subject property. The range was between £120 per unit and £150 per unit (including VAT).

Based on the expert evidence submitted, as well as the experience of the Tribunal members, the Tribunal determines that a reasonable level of fees per unit (exclusive of VAT, which if applicable, would need to be added to the relevant fee) for the services provided in each of the years in dispute is: -

1997/1998:	£110
1998/1999:	£115
1999/2000:	£120
2000/2001:	£125
2001/2002:	£130
2002/2003:	£135
2003/2004:	£140

These fees take into account arithmetical errors highlighted in earlier years, a degree of duplication and deficiencies in standards of service.

APPLICATION UNDER SECTION 20 C OF THE ACT:

No application was made to the Tribunal in connection with the previous abortive application.

In relation to the current proceedings, the Tribunal considers that the Applicants have made a sufficient case to establish that they were right and justified in making the Application. They were able to make significant inroads in establishing that many of the items included in the service charge for the years in dispute were excessive and unreasonable. As such, they have been able to secure reductions in respect a number of matters which the landlords could, and should have addressed earlier.

It is acknowledged that the Respondents have succeeded with a number of points and where they have not, they have agreed, (and in some cases conceded) some points, but this has only been as a result of the application. The Respondent has failed on a number of issues which they strongly disputed and in respect of which they called evidence.

In the circumstances therefore the Tribunal determines that it would be unjust and inequitable if the landlords' costs fell on the tenants. Consequently, the application under Section 20 C is granted and the Tribunal orders that none of the costs incurred by the Respondent in connection with these proceedings before the Leasehold Valuation Tribunal are to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the leaseholders.



Nigel R Thompson
Chairman

Date: 11 MAY 2005

APPENDIX I

List of Leaseholders who wish to be associated with the LVT Application dated 09/02/04 made by Messrs W D Shakespeare and Mr J S Hornett and who have executed Undertakings in a form agreed by Shoosmiths Solicitors acting for Waterglen Ltd

FLAT NUMBER	NAME(S) OF LEASEHOLDER(S)
1	Mr A Kallicharan (signed by Mr A Chauhan – authorised representative)
9	Mr A Kallicharan (signed by Mr A Chauhan – authorised representative)
11	Mrs T Peters
14	Kentford Developments Ltd
16	Mr J Porter
17	Ms A Williams
18	Mrs B Franks
20	Mrs K Allbright
22	Mr S Davies
23	Mr K R Honnor
24	Mr and Mrs R Morgan
26	Miss A M Cole
27	Mr and Mrs A P Evans
28	Mr J Shepherd
29	Mr F Chambers
31	Ms S Walker
33	Ms C D and Mrs C Tye
34	Mr D A Arnold
35	Mr M E Tromans
36	Mr and Mrs R Morgan
37	Mr P A Jackson
38	Mrs C Wheatley
39	Mr H Murray
42	Mr A Angel
43	Ms S Harding
45	Mr B T Calveley
46	Mr and Mrs D J Lycett
48	Mrs L G Barton
51	Mr and Mrs Lyden
52	Mrs P Murray
53	Mrs J Baker
54	Mr A Angel
56	Mr A Kalisi
58	Mr M E Tromans
59	Mr and Mrs J Lambert
60	Mrs R Pooley
62	Mr M Huckerby
64	Mrs L Gillam
68	Mrs R Pooley
72	Mr and Mrs J Wittey
73	Mr G Owen

FLAT NUMBER	NAME(S) OF LEASEHOLDER(S)
74	AGA Enterprise Ltd
75	Mrs K Hornett
76	Mr M E Tromans
79	Mr and Mrs K Shakespeare
80	Ms M Summers
81	Mr R Goddard
83	Mr A W L Hornett
84	Mr P Sadler
85	Mr J S Hornett
86	Mr N J Beer
89	Mr A Chauhan
91	Mr J Baker
95	Ms H Scott
96	Mr M E Tromans
97	Miss Y Burn
99	Mrs F Dodd
101	Mr N Maye
103	Mrs M Osbourne
104	Mr P Riley and Miss S Cross
105	Mrs R Pooley
106	Mr and Mrs B Moore
107	Mr F Chambers
109	Ms A Robson
110	Mr and Mrs B Moore
111	Mr C Osborne
112	Mrs E Cassé
113	Mr W D Shakespeare
114	Mrs A P Shakespeare
115	Mrs R Pooley
116	Mr J Shepherd (AGA Enterprise Ltd)
117	Mr B Burt
120	Mr F Chambers
121	Mr S Shephard
123	Mrs R Pooley
124	Mrs R Pooley
125	Mr F Chambers
126	Mr F Chambers
127	Mrs R Pooley
128	Mrs R Pooley
129	Mrs R Pooley
131	Mrs R Pooley
133	Mrs R Pooley
134	Mrs R Pooley
138	Mr L Woodcock
141	Mr D Blake
142	Mr P Barron

Notes:

The Applicants state that it has not been possible to carry out any apportionment of invoices for 1997/1998 prior to disclosure by the Respondents because of lack of information.

The Applicants may also seek leave to add /amend further items to their claim for the same reason, and to add claims for laundrette running costs following the determination of the Tribunal concerning whether laundrette credits can be included in the Application.

Also, following complete disclosure the Applicants may seek leave to add/amend other items for earlier years as appropriate.

APPENDIX II

Camberley - Scott Schedule - Insurance Premiums

By the Applicant

By the Respondent

Page 1 of 2

Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
1997/1998								
	£22,635.64	The same or superior cover could have been obtained at greatly reduced premiums	£11,231.55	3(9),(10),(13), 5th schedule 2 and/or 8	The figure quoted by the Applicant does not take into account Camberley's claims history or subletting of block and transient risk occupants. The respondents understand the quote of £11231.55 has been withdrawn	£22,635.64		
1998/1999								
	£23,118.69	The same or superior cover could have been obtained at greatly reduced premiums	£11,680.81	3(9),(10),(13), 5th schedule 2 and/or 8	As above	£23,118.69		
1999/2000								
	£24,508.03	The same or superior cover could have been obtained at greatly reduced premiums	£12,264.85	3(9),(10),(13), 5th schedule 2 and/or 8	As above	£24,508.03		
2000/2001								
	£24,508.53	The same or superior cover could have been obtained at greatly reduced premiums	£12,264.85	3(9),(10),(13), 5th schedule 2 and/or 8	As above	£24,508.53		
2001/2002								

	£31,403.17	The same or superior cover could have been obtained at greatly reduced premiums	£13,074.33	3(9),(10),(13), 5th schedule 2 and/or 8	As above	£31,403.17		
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Camberley - Scott Schedule - Insurance Premiums

By the Applicant

By the Respondent

Page 2 of 2

Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
2002/2003								
	(a) £31,350.67 (b) Anti Terrorism premium of £1,060.36	The same or superior cover could have been obtained at greatly reduced premiums Anti terrorism cover not required	(a) 13074.33 (b) nil	3(9),(10),(13), 5th schedule 2 and/or 8	As above	£31,350.67		
2003/2004								
	£31,404 or £16,000 (Two estimates issued)	The same or superior cover could be obtained at greatly reduced premiums	£13,074.33	3(9),(10),(13), 5th schedule 2 and/or 8	As above	£31,404.00		

The premium paid and amount claimed as reasonable may change after disclosure of Insurance Information for 2003/2004

Camberley - Scott Schedule - Electricity to Common Parts

By the Applicant

By the Respondent

Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
1998/1999								
	£9,672.79	Supply on incorrect/ more expensive tariff	£8,241.22	3(9),(10),(13) 5th schedule 9	<i>There is no evidence that a cheaper electricity supply was available for this period or, if such a tariff was available, that the Respondent should have known of and transferred to the same</i>	£9,672.79		
1999/2000								
	£8,171.81	Supply on incorrect/ more expensive tariff	£6,962.39	3(9),(10),(13) 5th schedule 9	<i>It is accepted that the Property should have been transferred to a different tariff by 28th June 2000 (i.e. within a reasonable period of time of Mr Shakespeare's letter to Tom Pool). The Respondent is prepared to concede a total saving of £302.36 for the 3 months that it accepts the property should have been on a lower tariff</i>	£7,869.45		
2000/2001								

	£9,113.19	Supply on incorrect/ more expensive tariff	£7,807.36		<i>Respondent accepts that the Property should have been on a lower tariff and that a saving of £1,305.83 would have been achieved</i>	£7,807.36		
2001/2002								
	£6,938.51	Supply on incorrect/ more expensive tariff	£5,911.62	3(9),(10),(13) 5th schedule 9	<i>Respondent accepts that the Property should have been on a lower tariff for the period to July 2002 and that a saving of £1,026.89 would have been achieved had this been done</i>	£5,911.62		

Camberley - Scott Schedule - Laundrette Receipts

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By the Applicant

By the Respondent

Page 1 of 2

Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
1997/1998								
	£2971.88 £1819.80	Laundrette takings not fully credited to Service Charge accounts leading to higher Service Charge payable than necessary. <i>The second figures are an amended claim following disclosure</i>	£7000.00 credit £4526.03 credit		<i>LVT requested to strike out this part of the Claim. For the avoidance of doubt the implicit allegation of wrongdoing is not accepted.</i>	<i>The credit of £2,971.88 is proper</i>		
1998/1999								
	£1,671.60	as above	£7000.00 credit		ditto	<i>£1,671.60 credit is proper</i>		
1999/2000								
	£1,785.00	as above	£7000.00 credit		ditto	<i>£1,785 credit is proper</i>		
2000/2001								
	£670.00	as above	£7000.00 credit		ditto	<i>£670 credit is proper</i>		
2001/2002								

£3691.80 credited and only ten months payments paid in	as above	£5295.87 should have been paid in for the 10 months		<i>It is believed that all the 2 months were carried forward to 2002/2003</i>	£3691.80 credit is proper		
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Camberley - Scott Schedule - Laundrette Receipts

By the Applicant

By the Respondent

Page 2 of 2

Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
2002/2003								
	£4028.20 credited for a fourteen 14 month period	Laundrette takings not fully credited to Service Charge accounts leading to higher Service Charge payable than necessary	£7553.10 credit to week ending 22/09/03		See above	£4,028.20		

The Applicants may wish to add claims for the laundrette running costs following the Determination of the Tribunal concerning whether laundrette credits can be included in the application

Camberley - Scott Schedule - Cleaning & Refuse Collection (a) Euro Container

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By the Applicant

By the Respondent

Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
1997/1998								
	£161.20	Account not equally divided with Briarley	£80.60	3(9),(10),(13) 5th Schedule 9	Save for the times where a tractor has cut the grass for both Camberley & Briarley, the Eurocontainer is understood to have been used exclusively to house the grass cuttings on the Camberley estate. Briarley's grass cuttings are understood to go into their bins. However, in an effort to reassure the Applicants that the Respondent is attempting to be reasonable their request that the amount be halved is acceded to	£80.60		
1998/1999								
	£170.40	Account not equally divided with Briarley	£85.20	3(9),(10),(13) 5th Schedule 9	ditto	£85.20		
1999/2000								
	£178.80	Account not equally divided with Briarley	£89.40	3(9),(10),(13) 5th Schedule 9	ditto	£89.40		

2000/2001								
	£184.88	Account not equally divided with Briarley	£94.44	3(9),(10),(13) 5th Schedule 9	ditto	£94.44		
2001/2002								
	£191.62	Account not equally divided with Briarley	£95.81	3(9),(10),(13) 5th Schedule 9	ditto	£95.81		
2002/2003								
	£250.70	Account not equally divided with Briarley	£125.35	3(9),(10),(13) 5th Schedule 9	ditto	£125.35		

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Camberley - Scott Schedule - Cleaning & Refuse Collection (b) Smith & Moore

By the Applicant

By the Respondent

Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ reasonable	Lease reference	Why reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
1997/1998								
	£5,767.33 £1,645.67	Excessive Materials purchased <i>The second figures are amended following disclosure</i>	£2,000.00 £641.00	3(9),(10),(13) 5th Schedule 9	<i>The Respondent disputes that excessive materials have been purchased. Some of this expenditure concerns wages.</i>	£5,767.33		
1998/1999								
	2694.57 <i>Should be £2,695.27 (clerical error)</i>	Excessive Materials purchased <i>The second figure in 'Amount Reasonable' column is amended because £338.40 is challenged under Miscellaneous Items</i>	£1,000.00 £1,738.40	3(9),(10),(13) 5th Schedule 9	<i>Disputed. See previous comments.</i>	<i>Actual expenditure £3025.37. We note in previous Scott Schedule £2338.40 asserted to be reasonable sum</i>		
1999/2000								

	£1,985.36	Excessive Materials purchased	£1,000.00	3(9),(10),(13) 5th Schedule 9	Disputed.	Actual expenditure £2384.16. We note in previous Scott Schedule £2,000 asserted to be reasonable. £2384.16 is a reasonable sum		
2000/2001								
	£1,673.94	Excessive Materials purchased	£1,000.00		See Respondents comments for 1999/2000	Actual expenditure £2085.82. We note in previous Scott Schedule £1673.94 asserted to be reasonable. In actual fact the cleaning figure was £3025.37, and this is a reasonable sum		
2001/2002								
	£994.09	Not Challenged						
2002/2003								
	£868.44	Not Challenged						

Camberley - Scott Schedule - Caretaker's Wages & Benefits In Kind (excluding telephone account dealt with separately)

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By the Applicant

By the Respondent

Page 1 of 2

Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
1997/1998								
Second figures following disclosure	£15,073.33 £7,471.77	Failure to carry out duties to a proper standard	£10,000.00 £6,465.75		This is a combination of rent, telephone bills, wages and petty cash. It is reasonable	£15,073.33		
1998/1999								
	£20,513.46	as above	£10,500.00		Applicants need to further particularise figures claimed - they appear to be a combination of various elements and need to be identified, so the Respondents can reply	TBC		
1999/2000								
	£22,516.26	as above	£11,000.00		Applicants need to further particularise figures claimed - they appear to be a combination of various elements and need to be identified, so the Respondents can reply	TBC		
2000/2001								

	£21,849.89	as above	£11,500.00		Applicants need to further particularise figures claimed - they appear to be a combination of various elements and need to be identified, so the Respondents can reply	TBC		
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Camberley - Scott Schedule - Caretaker's Wages & Benefits In Kind (excluding telephone account dealt with separately)

By the Applicant

By the Respondent

Page 2 of 2

Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
2001/2002								
	£20,483.15 £20,902.60	Failure to carry out duties to proper standard	£12,000.00		Applicants need to further particularise figures claimed - they appear to be a combination of various elements and need to be identified, so the Respondents can reply.	TBC		
2002/2003								

Second figure (a) to allow for electricity bill challenged under Miscellaneous Items	(a) £26,870.49 (b) £1,500.00 (a) £26,692.05	(a) Failure to carry out duties to a proper standard. (b) Additional cleaning wages due to physical disability of caretaker not reasonably incurred for the length of time claimed	(a) £10,000.00 (b) £500.00 Note: the reduced amount at (a) is because of a rapidly deteriorating service		Applicants need to further particularise figures claimed - they appear to be a combination of various elements and need to be identified, so the Respondents can reply	TBC		
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Camberley - Scott Schedule - Caretaker's Expenses - (A) Service Flat Rent

By the Applicant

By the Respondent

Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
1998/1999								
	£14,011.31	(a) Month of October 1997 paid twice (£342.76) (b) Court costs unreasonably incurred (£106.75) (c) Rent from March 1996 to 1998 charged for the second time having been included previously in accounting years 1995/1996, 1996/1997. and 1997/1998. A total charge of £8170.00	£5,391.80	3(9),(10),(13) 5th Schedule 10	(a & b) it is accepted that there was a historic error in the accounting of the caretaker's rent. Whilst not an excuse it is believed that this was in large part caused by the sporadic provision of the rent invoices for the relevant property. Although the Applicant's figures cannot be precisely reconciled with those of the Respondent rather than prolong the argument on this issue, it has been decided to accept these figures (subject to the arithmetical correction of half £3,605 being £1,802.50 not £1,683.86 as alleged). The Respondent concedes the Court costs of £106.75. (c) Because of the lack of Particularisation the Respondent cannot identify with certainty the breakdown of the complaint in so far as there is shown to be a double charge, it is accepted it is improper.	To Be Confirmed		

Camberley - Scott Schedule - Caretaker's Expenses (B) Telephone Expenses

By the Applicant

By the Respondent

Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
1997/1998								
	£296.02	Not Challenged		2(9),(10),(13) 5th Schedule	The Respondent believes that the Caretaker's use of the telephone has been reasonable. Furthermore the incidental benefit to the caretaker of having his phone bill paid is reflected in his salary and it is wrong to view the telephone use in isolation	£296.02		
1998/1999								
	£647.68	Excessive personal use	£527.28	2(9),(10),(13) 5th Schedule	ditto	£647.68		
1999/2000								
	£1,083.90	Excessive personal use	£688.62	2(9),(10),(13) 5th Schedule	ditto	£1,083.90		
2000/2001								
	£915.74	Excessive personal use	£547.07	2(9),(10),(13) 5th Schedule	ditto	£915.74		
2001/2002								
	£883.21	Excessive personal use	£527.63	2(9),(10),(13) 5th Schedule	ditto	£883.21		

2002/2003							
	£1,073.11	Excessive personal use	£637.43		ditto	£1,073.11	

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Camberley - Scott Schedule - Caretaker's Expenses (C) Petty Cash

By the Applicant (Second entries following disclosure or clerical errors) By the Respondent

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Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
1997/1998								
	£714.68 £142.44	Excessive purchase of petrol and insufficient documentary evidence	£571.75 £89.76	3(9),(10),(13) 5th Schedule 3,4,10	<i>The Respondent disputes that there has been excessive purchase of petrol.</i>	£714.68		
1998/1999								
	£436.80 £369.47	Excessive purchase of petrol and insufficient documentary evidence	£349.44 £220.14	3(9),(10),(13) 5th Schedule	ditto	£436.80		
1999/2000								
	£425.76 £340.65	Excessive purchase of petrol and insufficient documentary evidence	£340.61 £202.69	3(9),(10),(13) 5th Schedule	ditto	£425.76		
2000/2001								
	£636.21	Excessive purchase of petrol and insufficient documentary evidence	£508.97 £378.55	3(9),(10),(13) 5th Schedule	ditto	£636.21		
2001/2002								
	£664.82	Excessive purchase of petrol	£531.86 £456.66	3(9),(10),(13) 5th Schedule	ditto	£664.82		
2002/2003								

	£129.69 £159.69 This sum excludes additional cleaning wages listed separately	Excessive purchase of petrol and other items	£50.00 £79.69	3(9),(10),(13) 5th Schedule 3,4,10	ditto	£1,073.11		
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Camberley - Scott Schedule - Repairs & Maintenance (A) Wall Seals

By the Applicant

By the Respondent

Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
1999/2000								
	a. £3877.50 b. £493.50 c. £250.00	Unnecessary work by: (a) Freedom Buildcare (b) Scientifics Group (c) Peter Elite	£0.00	3(9),(10),(13) 5th Schedule 3	<i>The Respondent asserts that these works were carried out in accordance with the advice provided by its surveyor. The Respondent acted properly and in good faith.</i>	a. £3877.50 b.£493.50 c.£250.00		
2000/2001								
	a. £9946.38 b. £1517.60	(a). Fault should have been rectified by Contractors responsible (b). Poor standard of advice from Peter Elite.	£0.00	3(9),(10),(13) 5th Schedule 3	<i>There is no evidence that these works were covered under a guarantee from Pessimistic nor is there evidence to suggest negligence on the part of Peter Elite and thus his costs should be paid from the service charge fund. PWP were of the view that the sealant works had been effective. It is reasonable for a managing agent to accept expert advice. In so far as the whole sum has not been charged to the lessees the Respondent seeks a determination of</i>	a. £9946.38 b. £1517.60		

Camberley - Scott Schedule - Repairs & Maintenance (B) Rooftop Extractor Fans

By the Applicant

By the Respondent

Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
1999/2000								
	£1,533.12	Very poor standard of workmanship - incorrect motors fitted, etc.	£0.00	3(9),(10),(13) 5th Schedule 3	<i>The Respondent accepts complaints were made. These were not justified - Kent Fire had to specifically manufacture motors. Although it appeared that there were problems with these works, this was a mistaken view as the limited work Kent Fire carried out was carried out properly. See Kent Fire letter of 19 August 2003 and letter of 5 November 1999</i>	£1,533.12		
2000/2001								
	(a) £140.00 (b) £247.95	Work made necessary by default of previous contractors	(a). £0.00 (b). £119.95	3(9),(10),(13) 5th Schedule 3	(a) <i>Sound Service invoice 3 April 2001 indicating bearings required to 40 year old units.</i> (b) <i>Invoice 20 June 2001 indicates works required due partly to roofing contractor. Sound Service costs still legitimate and reasonable.</i>	(a) £140.00 (b) £247.95		

Camberley - Scott Schedule - Repairs & Maintenance (C) Gutter Clearance

By the Applicant

By the Respondent

Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
1998/1999								
	£176.28	No gutters on the block so no work carried out	£0.00	3(9),(10),(13) 5th Schedule 3	Work was carried out, see letter 27 July 1999 from FMM Limited	£176.28		

Camberley - Scott Schedule - Repairs & Maintenance - (D) City Electrical Factors

By the Applicant

By the Respondent

Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
1997/1998								
	£646.54	Presumed excessive purchases due to lack of information in accounts	£0.00	3(9),(10),(13) 5th Schedule 3	<i>The Respondent denies that there have been excessive purchases. Reference to page 24 not understood</i>	£646.54		
1998/1999								
	£1,929.33	Excessive purchases	£1,596.82	3(9),(10),(13) 5th Schedule 3	<i>ditto comments for 1997/1998</i>	£1,929.33		
1999/2000								
	£2,127.98	Excessive purchases	£1,708.77	3(9),(10),(13) 5th Schedule 3	<i>ditto comments for 1997/1998</i>	£2,127.98		
2000/2001								
	£1,289.33	Excessive purchases	£1,073.99	3(9),(10),(13) 5th Schedule 3	<i>ditto comments for 1997/1998</i>	£1,289.33		
2001/2002								
	£631.86	Purchase of unnecessary fuses	£546.34	3(9),(10),(13) 5th Schedule 3	<i>ditto comments for 1997/1998</i>	£631.86		
2002/2003								
	£1,302.60	Purchase of unnecessary items	£600.00	3(9),(10),(13) 5th Schedule 3	<i>ditto comments for 1997/1998</i>	£1,302.60		

Camberley - Scott Schedule - Repairs & Maintenance (E) Sound Services

By the Applicant

By the Respondent

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Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
2000/2001								
	£99.95	Part relates to defective workmanship that was the responsibility of previous Contractor	£69.95	3(9),(10),(13) 5th Schedule 3	<i>The Respondent does not believe it is reasonable in the particular circumstances of this case to pursue a former contractor for an amount as small as £30</i>	£99.95		
"								
	£242.30 £179.90	Damage the responsibility of the individual leaseholder	£174.35 £111.95	3(9),(10),(13) 5th Schedule 3	<i>The Respondent maintains in aid of good block management matter billed appropriately</i>	£174.35 £111.95		
"								
	£242.07	Damage the responsibility of the individual leaseholder	£0.00	3(9),(10),(13) 5th Schedule 3	<i>Complaint made by lessees contractor instructed 19 April 2001. Reasonable for invoice to be put to service charge.</i>	£242.07		
"								
	£278.55	Repair due to Lorry fire, therefore the damage is responsibility of Lorry owner	£238.55	3(9),(10),(13) 5th Schedule 3	<i>The Respondent does not believe it is practicable to pursue a lorry driver for an amount of £40</i>	£278.55		
"								

	£303.18 £100.00	Both these amounts for unnecessary work	£0.00	3(9),(10),(13) 5th Schedule 3	£303 relates to removal of CCTV equipment. The Respondent believes this was reasonable. £100 - The Respondent believes it was reasonable to install a slave monitor.	£303.18 £100.00		
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Camberley - Scott Schedule - Repairs & Maintenance (E) Sound Services

By the Applicant

By the Respondent

Page 2 of 3

Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
2000/2001								
	£129.95 £237.35 £60.00 £75.54 £113.00 £109.95	All these amounts are for repairs to the CCTV equipment which even when functioning normally does not produce pictures of useable quality. The CCTV is obviously not fit for purpose	£89.95 £125.95 £0.00 £0.00 £0.00 £74.95		CCTV produces adequate images and the alternative of purchasing more advanced technology is not considered reasonable at this time. The repair costs are considered reasonable	£129.95 £237.35 £60.00 £75.54 £113.00 £109.95		
2001/2002								

	£159.39	Damage the responsibility of the individual leaseholder	£99.30	3(9),(10),(13) 5th Schedule 3	<i>The Respondent maintains in aid of good block management. Matter billed appropriately.</i>	£159.39		
"								
	£204.11	CCTV repair invoices to 2001/2002 See comments above re CCTV	£77.95		<i>This figure cannot be ascertained. Applicant to provide full details. Lack of particularity. Respondent believes previous CCTV comments will apply.</i>	£204.11		

Camberley - Scott Schedule - Repairs & Maintenance (E) Sound Services

By the Applicant

By the Respondent

Page 3 of 3

Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT	
2002/2003									
	£145.60 £261.72 £80.00 £236.93 £159.90 £60.00 £444.50 £258.48 £299.80 £168.50	See previous comments re CCTV <i>Blue figures (and in italics) are clerical errors corrected</i>	£90.00 £205.97 £40.00 £84.65 £119.90 £0.00 £0.00 £160.85 £259.80 £119.90		<i>See previous comments with regard to CCTV</i>	£145.60 £261.72 £80.00 £176.93 £159.90 £60.00 £444.50 £258.48 £299.80 £168.50			

N.B. Sound Services invoices usually relate to more than one matter.

Camberley - Scott Schedule - Repairs & Maintenance (F) Ruby Hill (Front Door Glass)

By the Applicant

By the Respondent

Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
2000/2001								
	£205.63 £105.75	Responsibility of the individual leaseholders or caused by the failure to maintain the door closer	£0.00 £0.00	3(9),(10),(13) 5th Schedule 3	<i>Disputed. No definite evidence as to how the glass was broken. Door closer properly maintained.</i>	£205.63 £105.75		
"								
	£105.75	As above	£0.00	3(9),(10),(13) 5th Schedule 3	As above	£105.75		
2001/2002								
	£105.75 £105.75	As above	£0.00 £0.00	3(9),(10),(13) 5th Schedule 3	As above	£105.75 £105.75		
"								
	£111.63	As above	£0.00	3(9),(10),(13) 5th Schedule 3	As above	£105.75 £111.63		
2002/2003								
	£1,052.75	As above - the sum is for a total of 6 invoices for the year	£0.00	3(9),(10),(13) 5th Schedule 3	As above	£1,052.75		

Camberley - Scott Schedule - Repairs & Maintenance (G) Ron Roberts Roofing

By the Applicant

By the Respondent

Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
2000/2001								
	£5,875.00	Charges excessive due to use of a Roofing Contractor from Liverpool who sub-contracted to local labour	£4,500.00	3(9),(10),(13) 5th Schedule 3	<i>The Respondent believes these works were carried out in full and that the quotation obtained was reasonable. Ron Roberts was only invited to tender after a quotation had been obtained from a midlands company (known as National 24) which was excessive.</i>	£5,875.00		

Camberley - Scott Schedule - Auditors Fee

By the Applicant

By the Respondent

Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
1997/1998								
	£2,215.00	Serious errors in the 1996/1997 and the 1997/1998 accounts to which the fees relate	£0.00	5th Schedule 10 & 20	<i>The Respondent concedes that there were errors in the accounts but denies that it follows that the sum charged was not reasonable.</i>	£2,215.00		
1998/1999								
	£940.00	Serious error in the accounts	£470.00	5th Schedule 10 & 20	As above	£940.00		

Camberley - Scott Schedule - Lift Repairs & Maintenance

By the Applicant

By the Respondent

Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
1997/1998								
Second figures following disclosure	£14,600.98	Unreasonable costs: Faulty workmanship. No supporting documentary evidence produced.	£5,153.31 £7,821.84	5th Schedule 3	The Respondent disputes that these costs are unreasonable	£14,600.98		
1998/1999								
	£5,425.25	Poor work under Maintenance Agreement	£5,080.69	5th Schedule 3	The Respondent does not accept that a reduction to the service charge of the sum of £344.56 is appropriate	£5,425.25		
1999/2000								
	£12,000.56	Poor maintenance and repetitive repairs	£5,417.34	5th Schedule 3	Although the Respondent accepts that the lifts are in need of replacement, it does not accept that they have been poorly maintained or that it is inappropriate to charge multiple maintenance costs to the service charge. The lifts are scheduled to be replaced within the next set of major works at the property	£12,000.56		
2000/2001								

	£12,688.88	Poor maintenance and repetitive repairs	£6,344.44		<i>As per comments for 1999/2000</i>	<i>£12,688.88</i>		
2001/2002								
	£8,682.36	Poor maintenance and consequent repairs, minor and repetitive repairs	£4,341.18	<i>5th Schedule 3</i>	<i>As per comments for 1999/2000</i>	<i>£8,682.36</i>		
2002/2003								
	£7,378.62	Poor maintenance and consequent repairs, minor and repetitive repairs	£3,689.31	<i>5th Schedule 3</i>	<i>See above</i>	<i>£7,378.62</i>		

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Camberley - Scott Schedule - Gardening Costs

By the Applicant

By the Respondent

Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
1997/1998								
	£1,170.71	Lack of documentary evidence or actual evidence of work done	£300.00 £728.14	5th Schedule 3	The historic accounts ledger shows the invoices paid to total £1170.71. They are comprised partly of items of stock and a split of caretaker's wages, such sums are reasonable.	£1,170.71		
1998/1999								
		Not challenged						
1999/2000								
		Not challenged						
2000/2001								
		Not challenged						
2001/2002								
Figure in blue italics follows disclosure of an unsubmitted insurance claims form	£2205.00 £0.00cr	Purchase of unnecessary tractor Failure to make insurance claim re stolen tractor	£2095.00cr (£2400.00 cr) Cost price less £100.00 ins. excess	3(9),(10),(13) 5th Schedule	Successful insurance claim concluded May 2003 £539.99 to be credited to service charge account as per letter 20th May 2003.	£2,205.00		
2002/2003								

£340.00	Unnecessary purchase of alarm system following unnecessary purchase of tractor	£0.00		Alarm required to protect storage area. Cost reasonable.	£340.00		
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Camberley - Scott Schedule - Legal Fees

By the Applicant

By the Respondent

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Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
1998/1999								
	£235 (Counsel)	Fee re unnecessary litigation	£0.00	5th Schedule 10,13	<i>The Respondent disputes that this litigation was unreasonable.</i>	£235.00		
1999/2000								
	a. £94.00 (Counsel) b. £156.05 (Shoosmiths)	a. Fees re unnecessary litigation b. Responsibility of individual leaseholders	£0.00 £0.00	5th Schedule 10,13	<i>(a) The Respondent contends that this item is reasonable - see comments 1999/2000 above. (b) the Respondent contends that this item was reasonably put to the service charge.</i>	a. £94.00 b £ 156.05		
2000/2001								
	£653.78 £619.81 (Shoosmiths)	Fees re actions against individual leaseholder	£0.00 £0.00		<i>The Respondent maintains that this item was correctly put to the service charge.</i>	£653.78 £619.81		
2001/2002								

	235 (Radcliffes)	No documentary evidence	£0.00		<i>The Respondent concedes this item</i>	£0.00		
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Camberley - Scott Schedule - Legal Fees

By the Applicant

By the Respondent

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Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
2002/2003								

	£22,323.37	This relates to the Respondents fees for defending the first Application to the Tribunal and the Applicants contend that it is unreasonable to charge them to the Service Charge due to the manner in which the Respondents conducted their case	£0.00		<p>(1) The Applicants withdrew their claim for application under s.20(c) Landlord & Tenant Act 1985 on the Friday before the listed site visit and hearing (site visit to commence on the Tuesday)</p> <p>(2) This late withdrawal occurred despite the Applicants being advised months earlier that jurisdiction was an issue.</p> <p>(3) The withdrawal occurred as a result of the Applicants failing to properly act on the Respondents' concerns</p> <p>(4) The charges are permissible under the leases.</p> <p>(5) To attempt to avoid the charge in this manner is an abuse</p>	£22,323.37			

Camberley - Scott Schedule - Miscellaneous Items

Page 1 of 2

By the Applicant

By the Respondent

Accounting Year - Item - Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
1997/1998								
a. £39.77 b. £22.15 c. £116.39		a. Water Rates as above b. Incorrect refund of wages c. Managing Agents' expenses	£0.00 £0.00 £0.00	Covenant 3, 5th Such 9,10	a. Conceded, for the avoidance of doubt it was only by omission that payment of water rates was not originally included in the caretaker's remuneration package b. Conceded c. Disputed - car hire was a legitimate expenditure.	a. Nil b. Nil c. £116.39		
1998/1999								
	£338.40	Vacuum Cleaner should have been charged to Briarley	£0.00		Conceded	Nil		
"								
	a. £26.87 b. £36.58	Responsibility of Managing Agents and Payroll anomalies	£0.00 £0.00	Covenant 3, 5th Such 10	Disputed. This is a legitimate head of expenditure	a.£26.87 b.£36.58		
"								
	a. £8.84 b. £281.22 c. £222.26	a. Payroll Bank Charges b. Unidentified Electricity Bill c. Unidentified Electricity Bill	£0.00 £0.00 £0.00	Covenant 3, 5th Such 9, 10	a. Disputed b. & c. Disputed. The Applicant is required to give bill reference. To be confirmed.	a.£8.84 b.TBC c.TBC		
1999/2000								
	£116.55	Garden equipment invoices not divided equally with Briarley	£58.28	5th Such 3	Conceded	£58.28		
2000/2001								
	£196.21	City Electrical Factors bill should have been charged to Briarley	£0.00		Conceded	NIL		
"								

	£71.86	Charge for work already billed to individual leaseholders (Freedom Buildcare)	£0.00		Respondents require further information.	To be confirmed		
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Camberley - Scott Schedule - Miscellaneous Items

By the Applicant

By the Respondent

Accounting Year - Item - Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
2002/2003								
	£519.82	Work carried out to Briarley not Camberley	£0.00		<i>The Applicants are required to identify the work about which the complaint is made</i>	<i>To be confirmed</i>		
"								
	£134.41	Garden Equipment invoices not divided equally with Briarley	£67.21		<i>If the allegation is correct, it will be accepted but Applicants are required to provide specific detail.</i>	<i>To be confirmed</i>		
"								
	£854.94	Electricity Bill for first quarter paid twice	£678.50					

Camberley - Scott Schedule - Management Fees

By the Applicant

By the Respondent

Page 1 of 2

Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
1997/1998								
	£23,523.50	Very poor standard of Service	£5,000.00	Covt 3 (12) 5th Schedule 1	Save that a charge was made for the substation. The management fee is reasonable, although more detail will be given in witness statements. This management fee includes dealing with on site staff, with lessees, with third parties, service charges, works and insurance.	£23,359.00		
1998/1999								
	£16,802.50	Very poor standard of Service	£5,000.00	Covt 2 (12) 5th Schedule 1	This figure is calculated as follows: £20,163 - £3,360.50 = £16,802.50. Accordingly, it wrongly uses 20163 without giving credit for the substation of (£141) and fails to give full credit for the charge for the substation in y/e 1998. So, for y/e 1999 £242 credit should be given and for both y/e 2000 and 2001 £141 credit is due to the Applicant	£16,560.50		
1999/2000								
	£20,163.00	Very poor standard of Service	£5,000.00	Covt 3 (12) 5th Schedule 1	As above	£20,022.00		
2000/2001								

	£20,163.00	Very poor standard of Service	£5,000.00	Covt 3 (12) 5th Schedule 1	As above	£20,022.00		
2001/2002								
	£22,024.00	Very poor standard of Service	£5,000.00	5th Schedule 1, 10	As above	£22,024.00		

Camberley - Scott Schedule - Management Fees

By the Applicant

By the Respondent

Page 2 of 2

Accounting Year and Page in Statement	Amount £	Why Unreasonable	Amount £ claimed as reasonable	Lease reference	Why charge is reasonable	Amount maintained as reasonable (throughout)	LVT comments	Amount £ Determined as reasonable by LVT
2002/2003								
	£20,163.00	Very poor standard of Service	£5,000.00		as above	£20,163.00		
2003/2004								
	£21,200 or £22,024 (Two different estimates issued)	Exceptionally poor standard of service including harassment of leaseholders by falsely claiming Freeholders right to refuse permission to sub-let	£3,000.00		As above, however for the avoidance of doubt, any allegation of harassment is vehemently denied. Further the Respondent will maintain that £160 plus VAT per unit is reasonable	£26,696.00		