

**SOUTHERN RENT ASSESSMENT PANEL
& LEASEHOLD VALUATION TRIBUNAL**

LANDLORD AND TENANT ACT 1985, SECTION 19 (2A)

DECISION OF THE LEASEHOLD VALUATION TRIBUNAL

Case No:	L49/03/KT
Property:	64 Swiss Court Hollands Avenue Folkestone Kent
Applicant:	Shepway District Council
Respondents:	Mr. Robert Ramsey Bruce and Ms Angela Brisley
Date of Hearing:	22nd August 2003
Members of the Tribunal:	Mr. R. Norman (Chairman) Mr. J.N. Cleverton FRICS Ms L. Farrier
Date decision Issued:	

RE: 64 SWISS COURT, HOLLANDS AVENUE, FOLKESTONE, KENT

Background

1. The application before the Tribunal is under Section 19 (2A) of the Landlord and Tenant Act 1985 ("the Act") and has been made by the freeholder of 64 Swiss Court, Hollands Avenue, Folkestone, Kent ("the subject property"). The application is for a determination of reasonableness of service charges in respect of costs incurred for the period from 1st April 1996 to 31st March 2002 and of the standard of works/services for the same period.
2. Documents have been submitted by and on behalf of the Applicant and by the Respondents and we have considered all those documents.
3. Our determination appears at paragraphs 15 to 58 with a summary at paragraph 59.

Inspection

4. The subject property forms part of a purpose built block of flats owned by the Applicant. There are three blocks of flats in this development but the service charges for each block are calculated individually. We inspected the exterior, grounds and common parts of the block of which the subject property forms part on the 22nd August 2003 in the presence of:-

Mr. Bruce (one of the Respondents)

Mr. Paul Tapsell of Counsel, for the Applicant

Mr. Clive Moore, Shepway District Council Solicitor

Mrs. Foronda Smith, Housing Manager, Shepway District Council

5. We found the exterior, grounds and common parts to be in reasonable condition. The common parts appeared to be reasonably clean but Mr. Bruce stated that recently a contract cleaner had been working long hours to achieve this.

6. Our attention was drawn to the following:

- (a) The security doors which Mr. Bruce stated had not been secure since about 1994.
- (b) The intercom which Mr. Bruce stated had not worked for about 10 years but in respect of which there had been no service charge during the period with which we were concerned.
- (c) The emergency lights.
- (d) A filled square on a landing wall from which we were told by Mr. Bruce a socket had been removed.
- (e) A handrail which we were told by Mr. Bruce had not been replaced although a charge had been made for its renewal in February 2000. The handrail did not appear to be new and Mrs. Smith suggested that it may have been refixed rather than renewed.
- (f) The sloping grassed area in front of the block which Mr. Bruce stated had been cut within the last few days.
- (g) The guttering to the sheds.

The hearing

7. On 22nd August 2003, the hearing was attended by:

Mr. Bruce (one of the Respondents)

Mr. Paul Tapsell of Counsel, for the Applicant

Mr. Clive Moore, Shepway District Council Solicitor

Mrs. Foronda Smith, Housing Manager, Shepway District Council

Mr. Neil Fisher, Insurance Officer with Shepway District Council

Mr. Burton, Finance Officer with Shepway District Council

Mr. Thorpe of Shepway District Council

8. At our invitation, Mr. Bruce indicated the items of expenditure in the service charge accounts which he wished to challenge and we have dealt with all those items in our determination. As insurance was not contested Mr. Fisher left the hearing.

9. Many items Mr. Bruce challenged by asking why the work had been done and why he had been charged for it. He wanted more information so that he knew what work he was being charged for and he did not see why he should be charged for repairs which became necessary as a result of vandalism.

10. Mr. Tapsell submitted that it was not now possible to say what work had been done a number of years earlier. Mrs. Smith explained in her statement that contractors carry out works and that the Housing Department of the Applicant inspect 10% of the works ordered to check the quality and that other than that check it is assumed that the work has been done satisfactorily if no complaints are received about the work.

11. We heard evidence from Mr. Bruce, Mrs Smith, Mr. Thorpe and Mr. Burton. A video recording made by Mr. Bruce and copied to the Applicant before the hearing was played at the hearing. Some parts of the video were irrelevant to our determination but it did give an indication of the state of the block at the time it was made which was more recently than the period covered by these proceedings. Submissions were made by Mr. Tapsell and Mr. Bruce.

12. Mr. Tapsell made the following submissions.

- (a) That the total was less than £2,000. Mr. Bruce now accepted some of the charges and in most years he accepted in excess of two thirds of the charges claimed. The amounts of the individual bills for the jobs done were very modest. When dealing with leasehold property there would be jobs which required attention by the landlord and the Council as landlord had done all it could and should do at a reasonable rate.
- (b) Small amounts were involved for individual jobs; a larger element were the communal matters.
- (c) As to cleaning, if £2 per week was reasonable for caretaking services and the Council subsidise this, then the additional payments of £7 or £8 are very reasonable for what is being done. A cleaner can clean and children then make a mess. Nothing can be done about this short of employing 3 or 4 full time cleaners and the cost would be prohibitive. The costs to Mr. Bruce were reasonable. The fact that no dates and times could be given for the contract cleaners should not prevent the Tribunal finding the costs reasonable. When the caretaker is away the cleaning needs to be done and the cost is reasonable.
- (d) As to the grounds, if there were flower beds there would be a cost implication and potential scope for vandalism. To keep the grass tidy a cost of £5 per annum is reasonable.
- (e) Lighting is a larger element. The Seeboard accounts were for summer or autumn; not the highest use. One is based on a reading and the other on an estimate. They give an indication of about £160 per annum.
- (f) As to electrical works, there is a contract with specialist contractors to carry out maintenance. Evidence of the costing has been given and the cost to Mr. Bruce was £25 -£30 per annum which is reasonable. There will be times when works are not picked up on the regular inspections and that is understandable.
- (g) This is not a case where a landlord is undertaking wholly unreasonable bills; passing them on to tenants and asking them to pay up. The Council is subsidising Mr. Bruce and charging a very modest management fee. The Council is not making money out of it.
- (h) It was accepted that evidence had not been put before the Tribunal to provide every detail of communal works but the total to Mr. Bruce was £20 to £30 per annum and to provide all details either for service throughout or for the hearing would be out of proportion and the additional cost would be borne by other Council Tax payers.
- (i) Mr. Tapsell asked the Tribunal to find the charges reasonable.

13. Mr. Bruce made the following submissions.

- (a) He asked why the council had done away with shrubberies. He had paid extra and they were taken away but the Council were still charging him.

(b) Mr. Tapsell had gone on about minimal proportions. It was not a question of money but a question of reasonableness. If Mr. Bruce paid a cleaner he expected things to be clean. If he had problems he would have to sort them out. All the small amounts add up. If Mr. Bruce got the service he would pay gladly but if he did not get the service he refused to pay.

14. The members of the Tribunal met in the absence of the parties to consider the evidence.

Determination

1996/1997

15. Relay landing floor.

(a) Mr. Bruce's evidence was that he found the lino had been ripped up and took it inside. The next day workmen glued it back. The damage was caused by vandalism and involved 2 minutes work and some glue. Mr. Tapsell stated that if there was nothing to support vandalism, it was accidental damage and there could not be a claim on the insurance. Mr. Bruce's partner had reported it and Mr. Bruce could not say if she had reported it as vandalism.

(b) We found that there was no evidence of vandalism and in any case the charge was probably under the excess on the insurance. On the evidence before us we found that the charge was reasonably incurred.

16. Clear gully

(a) Mr. Bruce considered that insurance should cover flooding but Mr. Tapsell argued that clearing this gully was not covered by insurance. Mrs. Smith stated that the insurance would pay for the consequences of flooding but not for the unblocking of the gully.

(b) We would not expect this work to be covered by the insurance. We found that the work needed doing and that the charge was reasonable.

17. Call out.

(a) Mrs. Smith's evidence was that this was an emergency call out, out of hours, because someone had called in saying the double glazed unit above the main stairwell was loose. As this was potentially dangerous especially on an exposed site such as this, it was necessary to get a workman out.

(b) The Council had to check a report of a loose window but there was no information on the invoice and we had no evidence of what was done. We had no evidence to show that the charge was reasonably incurred and we were not satisfied that the charge had been reasonably incurred.

18. Stairwell lights.

(a) Mr. Bruce questioned why this item was not covered by the maintenance.

(b) On the evidence produced we found that the contractor was entitled to charge for items supplied whether during a routine inspection or on a separate visit. It was a matter of luck whether lights failed just before or just after a fortnightly inspection. In any event the contractors could charge for the items and the call out and labour charge we found was reasonably incurred.

19. Repoint spandrels.

- (a) Mr. Bruce queried why this work had been done and argued that if nobody could explain he could be charged for a lot of vandalism.
- (b) There was no evidence of vandalism and we found that the charge was reasonably incurred.

20. Refix handrail

- (a) Mr. Bruce queried whether this was caused by vandalism.
- (b) There was no evidence of vandalism and we found that the charge was reasonably incurred.

21. Seal main door

- (a) Mr. Bruce was concerned that so much was going wrong and that the Council's attitude was just to do it and send him a bill. Mr. Tapsell contended that there were bound to be some items which needed doing in a block of 14 units.
- (b) We found that the charge of 31p to the Respondents was reasonably incurred.

22. Communal cleaning

- (a) The evidence from the Council is that the caretaker cleans and has a supervisory role. He liaises with tradesmen and maintains the grounds. The lease does not provide for the appointment of a caretaker but does provide for cleaning and paying a caretaker is cheaper than employing contractors but contract cleaners or a caretaker from somewhere else have to be brought in to cover sickness and leave, etc. The Respondents' share of the cost of the caretaker's salary is less than they are obliged to pay under the terms of the lease towards cleaning. The caretaker works 20 hours a week and there is litter etc. which arrives in-between cleaning. Malicious damage is claimed on insurance and not passed to leaseholders.
- (b) Mr. Bruce stated that before there was a caretaker in the block his partner did the cleaning. There was more then to be cleaned because she cleaned all 3 blocks, the staircases landings and balconies, the car park, play area and back yards. A1 Cleaners had the contract and she worked 6 hours a week. Now it takes 20 hours plus additional costs to clean. When the caretaker was not there last time there were no contract cleaners. He was not disputing the cost but the standard. The premises were not clean. On the day of the hearing the premises were the cleanest they had been in 2 years. Within an hour of cleaning the place is a mess. The problem is the tenants. The Council do not control them and do not want to. The tenants used to be better.
- (c) We found that there would be a need for cleaning contractors to be employed when the caretaker was ill or on holiday. Mr. Bruce did not always see the cleaners doing their work but it could well have been that they cleaned while he was at work. His complaint that the cleaning was not done well and that soon after the premises had been cleaned there was litter he blames on the other tenants and the Council for having those tenants but we find that to combat that problem would necessitate the employment of more cleaners working more hours and that such a course would result in prohibitive costs. We find that the charges for cleaning were reasonably incurred.

23. Grounds maintenance

- (a) Mr. Bruce stated that when he purchased the flat there were shrubberies etc. Now there are none. He pays Council Tax and considered that this should cover grass cutting as the Council cut the grass on the rest of the estate.

(b) Mr. Tapsell referred to the plan on the lease concerning the grassed area. This was a small area and a small charge was made for cutting the grass. The Council cut the grass, Housing Services bear the cost and charge Mr. Bruce for his part on the basis of a price per square metre. Highways grass cutting is separate. If private land the Council do not cut the grass. This is not public land, it is just for the leaseholders and tenants.

(c) Whether or not there were shrubberies in the past there are no shrubberies now. We found that if there were still shrubberies then the Council would be entitled to charge the Respondents a proportion of the cost of maintaining them and that under the provisions of the lease the Respondents would be obliged to pay. We considered whether the grassed area was part of the highway, in which case the Council would cut it as part of their highway responsibility, or whether it was private land. We found as a fact that it was not part of the highway. The only charge being made was small (£4.84 per annum in respect of the year in question) and that it was in respect of cutting the grass. Under the provisions of the lease the Respondents were obliged to pay that charge which we found was reasonably incurred.

1997/1998

24. Reset timers

(a) The invoice indicates that this work was done as a result of the times being thrown out by power cuts.

(b) We found that this would not come within normal maintenance and was reasonably incurred.

25. Communal cleaning

We made similar findings to those in respect of communal cleaning in the year 1996/97 at paragraph 22 (c) above.

26. Grounds maintenance

We made similar findings to those in respect of grounds maintenance in the year 1996/97 at paragraph 23 (c) above.

27. Communal lighting etc.

(a) We asked for sight of bills and Mr. Thorpe produced 2 quarterly bills for electricity which he had found. One was dated July 2001 and was for £47.18 and the other was dated November 2001 and was for £38.19. He stated that there was a separate meter for the stairway lighting for each block and that therefore this was the cost for this block. These were summer quarters and therefore £160 to £200 per year of the £300 to £400 for lighting etc. would be for electricity and they would all be similar. One was based on an estimate and the other was based on an actual reading. A copy of the electrical preventive maintenance specification in operation with Armature Electrical was produced. The works involved were that lighting would be inspected fortnightly and any defective items found would be replaced; there would be a monthly functional inspection of the emergency lighting system; a 6 monthly full discharge test of the emergency lighting system and annually a further inspection and full test. The 6 month and annual tests would also require the monthly tests to be done. The charge was £6.67 monthly for the block plus extra for components. Specific figures could be given and all invoices could be provided if necessary but they were not available at the hearing. Other electrical works outside the cycles would therefore be billed separately.

(b) Mr. Bruce considered that the lighting inspection every 2 weeks would pick up lights which did not work and stated that of the lights on the steps built into walls about half had been out for 3 or 4 months and that had not been picked up.

(c) On the evidence produced to us it appears that the annual charge for electricity would be about £200 at the most and £80 per year for the Armature Contract. That would leave about £100 for parts and there are also charges for parts supplied outside the fortnightly inspections. Therefore in the absence of evidence to support the higher figure we find that no more than £50 per year would be appropriate for parts supplied in the course of the inspections and tests. Therefore we find that the sum claimed for communal lighting etc. in this year would not be reasonably incurred in so much as it exceeded £330 for the block.

1998/1999

28. Repair door entry system

(a) The invoice for this work indicated "check and repair door entry system - No. 58 had a shock off the main entrance door" and "No fault found".

(b) Mr. Bruce pointed out that there was no power there but Mrs. Smith considered that it would be necessary to send someone out to check to be safe.

(c) We found that on receipt of such a report the Council had to send someone to check. No fault was found probably because there was no electricity there but the cost was reasonably incurred.

29. Remedy stair timer

(a) The invoice produced indicated that "This is not a qualifying job". We asked what this meant. Mr. Burton thought that if over a certain price a certificate was needed but did not know what the price was. Mrs. Smith was not sure what the sentence meant.

(b) However, we found that on the information contained in the invoice the charge was reasonably incurred.

30. Clear gullies

(a) Mr. Bruce questioned why the gullies keep being blocked and Mrs. Smith explained that the dirt in the courtyards goes into the gullies when it rains.

(b) We accepted that the gullies would need to be cleaned and found that the charge of £2.38 for which the Respondents were responsible was reasonably incurred.

31. Communal cleaning

We made similar findings to those in respect of communal cleaning in the year 1996/97 at paragraph 22 (c) above.

32. Grounds maintenance

We made similar findings to those in respect of grounds maintenance in the year 1996/97 at paragraph 23 (c) above.

33. Communal lighting etc.

We made similar findings to those in respect of communal lighting etc. in the year 1997/98 at paragraph 27 (c) above and therefore found that the sum claimed for communal lighting etc. in this year would not be reasonably incurred in so much as it exceeded £330 for the block.

1999/2000

34. Broken socket

- (a) Mr. Bruce stated that the socket had been kicked off; that that was vandalism and that he should not be charged for it. The caretaker had since cut the wires and removed the socket.
- (b) We accepted that this charge was probably the result of vandalism but that it was not worth claiming on the insurance. The operation of an excess would probably prevent a claim being made in any event but the Council was entitled to take a commercial view to keep costs to a minimum. It could well cost more in administration costs to claim and could cause the insurance premium to rise in future. For these reasons we found that the cost of £19.93 resulting in a charge to the Respondents of £1.42 was reasonably incurred.

35. Refix landing socket

- (a) Mr. Bruce's evidence was the same as at paragraph 34 (a) above.
- (b) Our findings were as at paragraph 34 (b) above and we therefore found that the cost of £19.92 resulting in a charge to the Respondents of £1.42 was reasonably incurred.

36. Repair entrance doors

- (a) There is a reference in the invoice to a wooden frame. Mr. Bruce gave evidence that the door does not have a wooden frame. All that Mrs. Smith was able to say about the matter was that the chief surveyor authorised it.
- (b) The Council were on notice of Mr. Bruce's evidence and yet could offer no explanation. This was the opportunity for the Council to check the accuracy of the invoice and the accuracy of Mr. Bruce's evidence. The Council did not do so. Therefore we were not satisfied that this cost was reasonably incurred.

37. Renew handrail

- (a) Mr. Bruce says there are only 2 handrails and that they were not renewed. When the handrails were seen at the inspection Mrs. Smith said they may have been taken off and replaced but she now thinks the invoice referred to something else, perhaps a piece of wood on the top landing. Mr. Tapsell suggested that there could be a vertical element and that the handrail was not just screwed to the wall.
- (b) Again this had been raised previously by Mr. Bruce, the Council were on notice of it and were not taken by surprise. The wording of the invoice left little room for manoeuvre and we found the suggestions advanced on behalf of the Council unconvincing. As a result we were not satisfied that this cost had been reasonably incurred.

38. Communal cleaning

We made similar findings to those in respect of communal cleaning in the year 1996/97 at paragraph 22 (c) above.

39. Grounds maintenance

We made similar findings to those in respect of grounds maintenance in the year 1996/97 at paragraph 23 (c) above.

40. Communal lighting etc.

We made similar findings to those in respect of communal lighting etc. in the year 1997/98 at paragraph 27 (c) above and therefore found that the sum claimed for communal lighting etc. in this year would not be reasonably incurred in so much as it exceeded £330 for the block.

2000/2001

41. Replace emergency lights

(a) Mr. Bruce argued that the lights were damaged by constant vandalism and that he was not supposed to pay for vandalism. He pointed out that even though the lights were checked on a regular basis a lot of problems cropped up.

(b) This was outside the usual maintenance contract and even if it had been carried out under the terms of that contract there would have been a charge for parts. It was noted that apparently no charge had been made for labour. There was no evidence of vandalism and we found the costs to be reasonably incurred.

42. Lights out

There was no evidence of vandalism and even if possible to do so it was not worth claiming on the insurance for the sum of £21.27 which resulted in a charge of £1.52 to the Respondents. We found this charge to have been reasonably incurred.

43. Repair main door closer

There was no evidence that this had been unreasonably incurred and we found it to have been reasonably incurred.

44. Resurface entrance steps

(a) No invoice for this was produced but it had been the subject of a Section 20 notice and therefore the Respondents would have had details. The Respondents did not query this item in response to directions but Mr. Bruce did write to the Council on 7th January 2002 about this. He stated that he had no objection to the work being done but he contended that the standard of work was poor. The pointing on top was poor and white paint had been applied when the weather was wet and washed off. Also Hammerite paint should last but did not do so because there is a need to apply a second coat within 3 hours and if not it is necessary to wait 6 weeks before applying a second coat. The proper procedure was not followed.

(b) There was no evidence from the Council other than that the work was supervised by one of the Council's surveyors.

(c) Mr. Bruce contests the standard of works and on the evidence from him and in the absence of evidence from the Council we were not satisfied that the standard of works was reasonable. Consequently we find that the sum should be reduced by 50% and that the sum was not reasonably incurred in so much as it exceeded £26.50.

45. Communal cleaning.

We made similar findings to those in respect of communal cleaning in the year 1996/97 at paragraph 22 (c) above.

46. Grounds maintenance

We made similar findings to those in respect of grounds maintenance in the year 1996/97 at paragraph 23 (c) above.

47. Communal lighting etc.

We made similar findings to those in respect of communal lighting etc. in the year 1997/98 at paragraph 27 (c) above and therefore found that the sum claimed for communal lighting etc. in this year would not be reasonably incurred in so much as it exceeded £330 for the block.

2001/2002

48. Replace glazed panel in front and back communal doors

- (a) Mr. Bruce says the damage was caused to this heavy duty Perspex panel by vandalism. Mrs. Smith in her statement says that if any of the amounts related to malicious damage reported to the Council then a claim would have been made against the insurance company. Mr. Tapsell contended that the Council needed evidence of vandalism to take to the insurers. At the hearing Mrs. Smith stated that there were cigarette burns in the panel.
- (b) This we find was evidence of vandalism and should have been claimed on the insurance. Consequently we find that these costs were not reasonably incurred.

49. Repairs to infil panels on balcony

- (a) The invoice indicated that this work had been inspected. Mr. Bruce stated that the damage to the infil panels which are metal was obviously caused by vandalism. Mrs. Smith's opinion was that maybe people moving in and out of the flats had hit the panel with furniture or a fridge while moving and that would not be vandalism. The repair was carried out to make the panel last a little longer before replacement. Mrs. Smith stated that the insurance record for this block was about average and that Housing Officers did spot problems and report. Mr. Bruce considered that the Council had a problem with vandalism but would not admit it.
- (b) We found it unlikely that the damage would have been caused by moving furniture but more likely that vandalism was the cause and that on the evidence we had, the cost should have been claimed on insurance. Consequently we found that these costs were not reasonably incurred.

50. Renew guttering to sheds

- (a) Mr. Bruce said that children climb onto the roof of the sheds and damage the guttering and that this was vandalism. Mr. Tapsell pointed out that the job was taking down all the guttering not just replacing a damaged piece.
- (b) We found that there was insufficient evidence of vandalism and that the costs were reasonably incurred.

51. Inspect guttering and supply and fix new bracket

- (a) Mr. Bruce stated that the guttering had been damaged again and suggested that the caretaker could have carried out this repair. However, Mr. Tapsell suggested that this was high level work not suitable for the caretaker.
- (b) We found that to carry out this repair was reasonable and that the costs were reasonably incurred.

52. Repair main entrance door and leave in safe condition

- (a) Mr. Bruce said that the door closer which was bolted on to the door had been ripped off, that this was vandalism and that he should not be charged for it.
- (b) There was insufficient evidence of vandalism and even if possible to do so it was not worth claiming on the insurance for the sum of £36.11 which resulted in a charge of £2.58 to the Respondents. For similar reasons to those in paragraph 34(b) we found this charge to have been reasonably incurred.

53. Make safe balcony landing door

- (a) Mr. Bruce believed that the door closer had been ripped off. Again this was vandalism. It was not dangerous but the door was slamming.
- (b) We found that the work would have had to have been done. For similar reasons to those in paragraph 34(b) we found this charge of £20 which resulted in a charge of £1.43 to the Respondents to have been reasonably incurred.

54. Communal cleaning

- (a) In this year there was a considerable jump in the cost of communal cleaning. Mrs. Smith explained that this was because it had become necessary for health and safety reasons to employ separate contractors "Rise and Shine" to clean the outside of the upper levels at a cost of £50 per month. Rise and Shine had cornered the market with their expensive equipment. Mr. Bruce said that in the last 5 or 6 years he had seen the outside windows cleaned only 5 or 6 times. He suggested that as Rise and Shine now use expensive equipment rather than a ladder that should be quicker and therefore should not cost more. Mr. Burton said that the first invoice from Rise and Shine was in April 2001.
- (b) We had difficulty reconciling the evidence of £50 per month with the figures charged. If the charge was £50 per month that would be £600 per annum which is more than charged to the service charge. £50 per half year is shown by the invoices produced which equals £100 per annum, increasing to £110 per annum in 2002. We were provided with no evidence of how the figure was calculated and the employment of Rise and Shine was the only explanation given for the increase in the cost of communal cleaning from the previous year. For the rest of this sum to be because the caretaker was sick or on leave, he would have had to have been sick or on leave for nearly the whole year and there was no suggestion that the caretaker was away for a long time. Given the lack of evidence produced by the Council and using such evidence as we had, we decided to take an average of previous years in order to arrive at a reasonable figure for this item. For the years 1996 to 2000 the average was £54.68. In the year 2000/2001 there was a higher figure of £90.11. A deduction of £50 for Rise and Shine leaves £40.11 and gives an average over the 5 years of £51.77. If we then add to that the invoices from Rise and Shine amounting to £210 that gives a total of £261.77. We find that anything in excess of £261.77 was unreasonably incurred.

55. Communal lighting etc.

We made similar findings to those in respect of communal lighting etc. in the year 1997/98 at paragraph 27 (c) above and therefore found that the sum claimed for communal lighting etc. in this year would not be reasonably incurred in so much as it exceeded £330 for the block.

56. Ground maintenance

We made similar findings to those in respect of grounds maintenance in the year 1996/97 at paragraph 23 (c) above.

57. Unless otherwise stated above we found that the works had been carried out to a reasonable standard.

58. In the main we found that the Council had acted reasonably in their management of this block. However, having commenced the proceedings, it was for the Council to prove its case and there were a number of examples of a failure by the Council to produce evidence to support the Council's claim, even where the Council was on notice that certain figures were being challenged.

Summary of determination

59. The following items were found to be unreasonably incurred in whole or in part:

1996/1997

July 1996 - Call out 27/7/96. We had no evidence to show that the charge was reasonably incurred and we were not satisfied that the charge had been reasonably incurred.

1997/1998

Communal Lighting etc. We found that the sum claimed for communal lighting etc. in this year would not be reasonably incurred in so much as it exceeded £330 for the block.

1998/1999

Communal Lighting etc. We found that the sum claimed for communal lighting etc. in this year would not be reasonably incurred in so much as it exceeded £330 for the block.

1999/2000

Repair entrance doors - March 00. We were not satisfied that this cost was reasonably incurred.

Renew handrail - Feb. 00. We were not satisfied that this cost had been reasonably incurred.

Communal Lighting etc. We found that the sum claimed for communal lighting etc. in this year would not be reasonably incurred in so much as it exceeded £330 for the block.

2000/2001

Resurface entrance steps. We found that the sum should be reduced by 50% and that the sum was not reasonably incurred in so much as it exceeded £26.50.

Communal Lighting etc. We found that the sum claimed for communal lighting etc. in this year would not be reasonably incurred in so much as it exceeded £330 for the block.

2001/2002

Replace glazed panel in front and back communal doors - June 01. We found that these costs were not reasonably incurred.

Repairs to infill panels on balcony - July 01. We found that these costs were not reasonably incurred.

Communal Cleaning. We find that anything in excess of £261.77 was unreasonably incurred.

Communal Lighting/Electrical Maintenance. We found that the sum claimed for communal lighting etc. in this year would not be reasonably incurred in so much as it exceeded £330 for the block.

A handwritten signature in black ink, appearing to read 'R. Norman', with a stylized, flowing script.

R. Norman
Chairman.