SOUTHERN RENT ASSESSMENT PANEL AND LEASEHOLD VALUATION TRIBUNAL

Applications under Section 27A and 20C of the Landlord and Tenant Act 1985

Case No: CHI/43UH/LSC/2004/0048

Property: 101 Vickers Court, , Stanwell, Middlesex TW19 7DG

Applicant: Mr Spencer Taylor and others

Respondent: Airways Housing Society

Appearances: For the Applicant:

Mr S Taylor in person

Mr P Stokes Mr S Hawking Ms Reddick

For the Respondents: Mr Joss, Counsel

Mr Bufield, Solicitor, Coffin Mew & Clover

Ms P Hollingsworth Ms D Whiteman

Mr M Deans (all from the Respondent)

Directions Issued: 7 December 2004, 12 April & 9 June 2005

Hearing: 6, 7 & 10 October 2005

Decision: 21 December 2005

Members of the Tribunal
Ms J A Talbot MA (Chairman)
Mr B H R Simms FRICS MCIArb
Mr R A Potter FRICS

101 Vickers Court, Whitley Close, Stanwell, Middlesex TW19 7DG

Application

1. This was an Application made by Mr Taylor, tenant of 101 Vickers Court, in September 2004, under S27A of the Landlord and Tenant Act 1985 in relation to service charges at Vickers Court and other blocks on the estate known as Northlands II, in Stanwell, Middlesex. Tenants of 49 other flats, including some in other blocks, joined in the Application.

Background

2. Three oral Pre-Trial Reviews were held, in December 2004, and April and June 2005, when Directions were made and the issues in dispute identified. The Directions provided for the Respondent to send certain documents to the Applicant, for Applicant to produce a Statement of Case relating to the matters in dispute, for the Respondent to produce a Statement in reply, and for Witness Statements. Both parties complied with the Directions.

Jurisdiction

1. The Tribunal has the power to decide about all aspects of liability to pay service charges and can interpret the lease where necessary to resolve disputes or uncertainties. Service charges are sums of money payable by a tenant to a landlord for the costs of services, repairs, maintenance or insurance or the landlord's costs of management, under the terms of the lease (S.18 of the 1985 Act). The Tribunal can decide by whom, to whom, how much and when service charge is payable. A service charge is only payable insofar as it is reasonably incurred, or the works to which it related are of a reasonable standard. The Tribunal therefore also determines the reasonableness of the charges.

<u>Lease</u>

- The Tribunal had a copy of the lease of 101 Vickers Court. The Lease is dated 30 November 1975 and is for a term of 99 years from 24 March 1975 at a ground rent of £10 per year.
- 3. The provisions relating to the calculation and payment of the service charge, insofar as are relevant to the Application, are to be found at Clause 2 and in the Sixth Schedule. The service charge is divided into the Building Service Charge and the Estate Service Charge. The tenant is to contribute to "the Total Expenditure incurred by the Landlord in carrying out its obligations under ... Clause 5 of this Lease", apportioned so as to pay 3.57 per cent of the Building Service Charge and 0.42 per cent of the Estate Service Charge, payable by way of an Interim Charge on account in equal quarterly instalments. Certified accounts are to be provided after 31 March each year.
- 4. Clause 5(2) requires the landlord, amongst other things, to "keep in repair and as and when necessary renew or rebuild the structure and exterior of the Premises and the Building", including "the Common Parts the roof foundations and all external parts of the Building". Clause 5(3) refers to "any other land buildings and property

- over or in respect of which the Leaseholder is granted rights" to include the landscaped areas.
- 5. Insofar as is material to this Application, the landlord is entitled to include, in the total expenditure, "the costs and expenses of employing maintenance staff gardeners surveyors builders and engineers accountants auditors or other professional persons as may be necessary or desirable for the proper maintenance ... of the Building and the Estate".

Issues in Dispute

6. Mr Taylor disputed certain items in the service charge account for the accounting years ending 31 March 2003 and 31 March 2004. These items were identified and limited in the Directions dated 9 June 2005. He disputed the costs of the Estate Gardening Contract and the Internal Cleaning Contract for those years. It was recorded that the Tribunal was not required to make a determination in relation to management charges.

Inspection

- 7. The Tribunal members inspected the property before the hearing, namely, all the estate known as Northlands II, which includes Vickers Court. The other blocks are called Shackleton, Fleetwood, Clifton, Sunderland, Bristol, Tudor and Wessex Courts, and Vanguard House.
- 8. The Estate comprised nine purpose-built two and three storey blocks of flats, constructed during the 1970's to a common utilitarian design, of brick construction under a flat roof. Access to the flats was by means of external stairwells and landings, with heavy duty textured rubber flooring, leading up to the first and second floor. Doors from the landings led to internal corridors, typically two on each level, with front doors to the individual units. All the flats were self-contained bed sitting units with kitchen area and bathroom. On the ground floor of most blocks were parking areas and bin stores.
- 9. The Tribunal noted throughout that the carpets to the internal common parts were generally worn and in poor condition. Most appeared to be the original carpets, and were in need of replacement. Many were badly stained. In Vickers, Fleetwood the adhesive had bubbled up, causing an uneven surface. In Clifton, a carpet had been removed leaving a bare concrete floor.
- 10. The external common parts were generally in reasonable condition, and appeared to be regularly swept, although typically the areas under the external stairwells were not so clean, where dust and litter had been allowed to collect.
- 11. The blocks were surrounded by landscaped areas and linked by pathways. There were large lawned areas with some mature trees. From a distance, at first sight, the lawns appeared in reasonable condition. However, closer inspection revealed that the grass, although mown, was in poor condition, with weeds and brown patches. The path edgings were overgrown.

- 12. There were several planted beds throughout the estate, at the intersection of the paths, or abutting external wall of the flats. At Tudor Court, for example, a flowerbed against a wall had fresh bare earth. It had plainly been recently weeded and hoed and the shrubs heavily pruned, but there was still ivy growth on the wall. Fleetwood, a block with flats on the ground floor, was surrounded by flowerbeds, some tended by tenants.
- 13. Most of the beds were planted with shrubs; some had been hacked back, some were overgrown with brambles, some had large bare patches. Many of the beds contained litter, some of which had been there for some time. Cuttings and other garden waste had also been left in many of the beds.
- 14. The Tribunal noted that the lawned areas were generally tidy with evidence of litter picking being carried out. However, there was clearly a problem on the estate of some dumping or rubbish and old furniture, for example, at Wessex and Bristol. The Tribunal looked at bin store areas at Sunderland and Wessex, which were in reasonable condition.

Hearing

15. The hearing took place on 6 and 7 October 2005. The Tribunal later re-convened for its deliberations. The hearing was attended by Mr Taylor, the Applicant tenant, in person, supported by Mr Stokes and Mr Hawking, other tenants on the estate. The Respondent landlord was represented by Mr Joss, of Counsel. Also in attendance were Mr Bufield and Ms Elliott, of Coffin Mew & Clover, and representatives of the Respondent housing society: Ms P Hollingsworth, Director, Ms D Whiteman, Head of Housing, and Mr M Deans, Estates Services Manager.

Facts

16. On the basis of its inspection, the documents produced and submissions made by the parties at the hearing, the Tribunal found the following facts:

The ISS Contract

- (i) The dispute over the costs of gardening and internal cleaning of common parts centred on the Respondent's decision to change the basis upon which it provided these estate services. The Respondent, then known as Airways Housing Group, was a large housing association with 180 mixed tenure estates spread over a wide geographical area of 19 boroughs in the South East of England. There were around 5,000 units of accommodation, of which 1,700 were long leasehold. Northlands II, the subject of this Application, was one of the largest estates.
- (ii) During 2001 and 2002, the Respondent undertook a review of its estate services with a view to appointing a single contractor to provide gardening and cleaning services across all its estates, instead of many smaller contracts on each estate. A leaflet outlining the review was sent to all tenants with a short consultation questionnaire to be returned by 14 June 2002.
- (iii) The adequacy of the consultation process was hotly disputed by the Applicants, who considered that it was flawed, because it had not made clear that the

changes proposed would lead to a significant increase in cost. A Residents Participation Steering Group had subsequently been set up and meetings took place between representatives of the residents and the Respondent, where discussions about standards of work took place.

- (iv) The Respondent had identified several issues across its estates that needed to be addressed: problems of using small one-man outfits with lack of capacity and falling standards; lack of properly agreed contracts, performance standards or default penalty provisions; more rigorous health and safety requirements.
- (v) The Respondent appointed Rand Associates, surveyors and consultants, to advise on the implementation of new term contracts for landscape management and estate cleaning. Rand prepared a substantial comprehensive tender document setting out tasks and frequencies, including detailed Specification Task Sheets for Northlands II.
- (vi) Ten contractors were approached, including the existing gardening contractor DMW Landscape Gardeners, but despite extending the deadline and amending the tender, only two companies responded. One of these was ISS Public Services ("ISS"). The prices produced were in excess of the Respondent's budget; the ISS quote was £1.3 million.
- (vii) Following negotiations with ISS, certain items were removed from the Specification and a reduced cost was agreed. Rand then advised that the ISS tender was the only one worth considering. On this basis the Respondent selected ISS and the contract was implemented on 3 February 2003. The ISS contract documentation provided indicates an annual cost of £248,442.45 for routine estate cleaning and £363,477.67 for routine landscape maintenance, a total of £611,919.
- (viii) Following the implementation of the ISS contract, the Respondent allocated the costs between its estates and this was reflected in the subsequent service charge account statements.
- (ix) Essentially the Respondent's case was that the ISS contract had been properly entered into, and due process followed, as described above. The process itself was fair and reasonable, and had been properly undertaken: the market had been tested by the Rand tender analysis, professional advice had been followed, and the residents consulted. The Specification achieved certainty of standards and costing over a three year period.
- (x) The Respondent further contended that the decision to review the provision of estates services, and the placing of the contract to provide those services across all the Respondent's estates, was a decision to be taken by the Respondent in accordance with its responsibilities as landlord, and was not in the control of the tenants. The objectives, which were to improve the delivery of the services and also to simplify the management, were proper and not open to criticism.
- (xi) Therefore, the Respondent argued, as the process was not objectionable, and the Respondent's actions were appropriate, the estate gardening and cleaning costs had been reasonably incurred and were not, as a matter of law, open to

- challenge. Even though those costs were higher, they would only be unreasonable if entering into the contract was unreasonable.
- (xii) The Applicants, whilst accepting that ISS had been the only contractor capable of taking on the estates-wide contract, considered that entering into such a contract was itself unreasonable. The Respondent had not taken into account the impact on the tenants of the much higher costs. It could, and should, have pursued alternative possibilities. In particular, it could have found separate contractors for gardening and cleaning in each area, which could have provided a similar standard of service for a reduced cost.
- (xiii) The Applicants further contended that the Specification was unnecessarily detailed. The tenants were being required to pay significantly increased costs for a "gold standard" contract, when in fact the standard of gardening and cleaning services was overall much the same as before. In their view, they did not see an improved service such as to justify the increase in cost.

Estate Gardening Costs

- (xiv) Turning to the items in dispute, landscape maintenance on the Northlands II estate was carried out by DMW Landscape Gardeners for about a year before the ISS contract. Their services included regular mowing of the grassed areas, maintenance of flowerbeds, pruning shrubs, sweeping and litter picking hard areas.
- (xv) For the year ending 31 March 2002, the Service Charge Statement for 101 Vickers Court showed the cost of gardening as £987.00, charged as estate costs. For Vickers, there was an additional block cost of £780.04. During the year ending 31 March 2003, DMW carried out the work for the first 10 months at a charge of £6,251.00. until their contract was terminated. The Applicants were generally satisfied with DMW's standard of work, apart from the litter picking, and considered the cost reasonable for the work carried out.
- (xvi) Following the start of the ISS contract in February 2003, the Applicants case was that overall the standard of gardening had remained about the same, and was generally acceptable, but the costs had substantially increased to an unreasonably high level.
- (xvii) The Applicants had some complaints about the standard shrub pruning. It was too drastic in some cases, whereas some shrubs had been allowed to become overgrown. The Applicants accepted that the litter picking had improved, and that as a result the overall appearance of the estate was more tidy. There was some dispute about the frequency of visits for grass cutting and weeding.
- (xviii) From the Service Charge Statement for the year ending 31 March 2003, the estate gardening costs had increased to £11,904.78. This reflected the fact that for part of that year DMW were still the contractors. ISS carried out the work for the months of February and March 2003 at a cost of £2503.06. For the year ending 31 March 2004, the costs were £31,758.25, all attributable to ISS.

- (xviii) The Respondent accepted that when ISS first took over there had been some concerns about the quality of work provided by the then sub-contractor, Country Wide. By April 2004, following complaints, ISS had changed sub-contractors to Waterers, following which the standard of work had improved, to the extent that a Northlands Residents Meeting recorded that the work carried was regarded as reasonable.
- (xix) The Applicants, in compliance with the Directions issued on 9 June 2005, had obtained 3 alternative quotations for gardening contracts based on the Specification Task Sheets. The contractors had visited and walked around the site with one of the Applicants. Gardening Matters Limited ("GM") quoted £10,720 per year for a similar standard of work and £12,780 for a higher frequency. Garden Keepers quoted £9,020 for 22 visits. Both contractors had informed the Applicants that they had experience of similar contracts, complied with health and safety requirements and had adequate insurance.
- (xx) The Respondent, relying on Company search documents, contended that GM was not an acceptable alternative contractor, because its trading position at the material time was unsatisfactory.

Internal Cleaning Costs

- (xxi) For about 18 months the ISS contract, cleaning at Northlands II had been carried out on an overtime basis by a mobile caretaker employed by the Respondents, Sandy Twaddle. He had taken over from D&S Maintenance Cleaning Service, whose work was of poor quality and who ceased work without notice. Both the Applicants and Respondents accepted that Mr Twaddle had done a good job and had a good rapport with the residents, but the Respondents contended that it was not appropriate for him to continue such a large task on an ad-hoc basis.
- (xxii) From the start of the ISS contract until March 2004 the cleaning was carried out by 2 small teams of cleaners. The Applicants were not satisfied with the standard of work during this period. They submitted that the cleaners did not put in enough time to do the job properly and that their time sheets were inaccurate. The cleaners had done the bare minimum of vacuuming carpets, had not vacuumed under doormats, and not properly cleaned windows and light fittings.
- (xxiii) The residents had complained about the standard of cleaning and a result, in March 2004 an individual cleaner, named Ian, was allocated to Northlands II. Since that time the standard had improved and the Applicants were satisfied with the quality of Ian's work. However, in their view, the tenants were still paying too much as a result of the ISS contract. The costs had substantially increased but the standard of work was about the same as before.
- (xxiv) Mr Twaddle was subsequently employed to monitor the ISS cleaning and gardening contract for the whole of the Respondent's estates. He had issued default notices for cleaning early in the contract and these were credited to the residents' service charge accounts. The Respondents contended that the ICC contract was easier to manage and achieved consistent performance at a known cost.

- (xxv) Again the Applicants had obtained alternative quotations for all of Northlands II based on the original ISS tender Specification, which included certain items that had been removed when the contract was re-negotiated, namely, the bin-store areas. They selected three contractors who stated they had experience in residential work and similar sized contracts: Bourne Valley Cleaning Services, Academy Cleaning and Maintenance, and AMC. Academy had provided information regarding insurance, quality standards, health and safety, and staff qualifications.
- (xxvi) The Academy quote was £9,360 per year, Bourne's was £11,424 and AMC's was £13,988 (all plus VAT). Again the Respondents sought to cast doubt on the capability of these contractors because Company searches suggested a lack of financial stability which was not acceptable.
- (xxvii) The actual total cost of the internal cleaning of common parts for the whole of Northlands II was not shown in the Service Charge Statements for 101 Vickers Court, because it was charged as a block cost which was a proportion of the total. The tender cost was £3,095.00. The block cost for Vickers Court for the year ending 31 March 2004 was £3,615.16. For the year ending 31 March 2003, the position was less clear. Headings for block costs internal cleaning, cleaning contractors and window cleaning amounted to £1,046.05. For the year ending 31 March 2002, before the ISS contract, the total estate cleaning cost was £2,992.51, and the block cost was £255.08.

Decision

- 17. The Tribunal first carefully considered the legal argument put forward by Mr Joss, Counsel for the Respondent, and in particular, his submission that, applying Forcelux Ltd -v- Sweetman (LT 2001), the correct test was whether the Respondent had acted reasonably in entering into the ISS contract, not whether it should have explored any alternatives. Thus in order for the Tribunal to decide that the costs in dispute were unreasonable, it would have to find that the Respondent's objectives and tendering process were unreasonable. In terms of cost, it was not necessary for the Respondent to use the cheapest contractors available provided the charge was reasonably incurred.
- 18. The Tribunal accepted the general principle that the statutory provision was concerned with whether the costs in issue were reasonably incurred, so that in some circumstances the expenditure for service charge items would not necessarily be the cheapest available. However, the Tribunal also took note of the comments in Forcelux: that it was necessary to consider, in the light of all the evidence, whether the landlord's actions were appropriate and whether the amount charged was reasonable in the light of that evidence, otherwise it would be open to a landlord to plead justification for any particular figure, on the grounds that the steps it took justified the expense, without properly testing the market.
- 19. The Tribunal took particular note of this last point. In the circumstances of this case, it considered that in order properly to test the market, it was necessary for the Respondent to look at other ways of providing gardening and cleaning services through local contracts serving single estates such as Northlands II, before entering into a single contract.

- 20. Whilst recognising that a single contract was the Respondent's preferred option, and without criticising the Respondent's stated objectives, the Tribunal considered that given the wide geographical spread, the distances and differences between the 19 boroughs referred to in the Specification, and the very substantial increase in costs, it was unreasonable not to pursue alternatives as part of testing the market.
- 21. Certainly, by the time of the tender report, it was clear that the proposed costs were so far in excess of the charges previously incurred, that the Respondent ought reasonably to have explored other possibilities. In the Tribunal's opinion, at that stage, the process of testing of the market was not complete. It was not surprising to the Tribunal, given the size and complexity of the proposed contract, that only 2 of the 10 companies invited actually returned feasible tenders. Even then the proposed costs were exceptionally high and there was a difference of over £800.000 between the two tenders received. Notwithstanding the negotiated reduction, the costs were still much higher than before.
- 22. The Tribunal noted that in the description of the contract in the tender instructions, a combined contract for cleaning and landscape maintenance was the Respondent's "preferred option", but that separate contracts may be awarded, so the possibility of an alternative was contemplated.
- 23. The Applicants had demonstrated, by obtaining their alternative quotations from single local contractors, that it was possible to provide gardening and cleaning services to the specified tasks and frequency, for Northlands II, at significantly less cost to the service charge account.
- 24. For these reasons the Tribunal concluded that the gardening and cleaning costs were not reasonably incurred. Although the single contract was its preferred option, this could not be licence to charge a figure that was out of line with the market for local suppliers.
- 25. In this regard, the Tribunal gave due weight to the alternative quotations provided by the Applicants. They had made considerable efforts, in good faith, to obtain realistic quotations from experiences local contractors on a like-for-like basis. All their contractors had inspected the estate and provided written quotations. For these reasons the Tribunal found this evidence useful to assess what would be a reasonable cost in the local market for the gardening and cleaning services at Northlands II
- 26. The Tribunal then considered in detail the reasonableness of the amounts charged, with reference to the Specification Task Sheets. The Tribunal did not accept the Applicants' contention that this was a "gold plated" specification, but it did accept that the tenants were paying significantly more under the ISS contract than they had previously for a similar level of service. They were entitled to expect a higher standard of service for the amount charged.
- 27. For gardening, looking at the current standard, from its inspection the Tribunal concluded that the standard of gardening was, on the whole, reasonable for communal areas on a large mixed tenure estate. However, the standard was not as high as would be expected from the Specification and the amount charged. The

Tribunal had some concerns about the amount of litter in the flowerbeds, the condition of the grass, and the quality of pruning. The grounds would benefit from certain items that were excluded from the Specification Task Sheet such as edging to the paths.

- 28. Taking the gardening tasks in turn, the Tribunal determined the reasonableness of the costs for each item, as set out in the Table to be found at Appendix 1 to this Decision. The Tribunal made deductions of £9,393 from the ISS total tender costs of £25,563.17.
- 28. The Tribunal's deductions produced a cost of £16,170 excluding VAT. A further deduction from this figure was necessary to reflect central costs included in the ISS quotation, since it was such a complex contract covering a wide area. The Tribunal decided a notional 25% reduction, amounting to £4,042.00, was fair and reasonable in these circumstances. Hence the Tribunal's determination of the amount payable in respect of service charges for gardening services for the Northlands II estate was £12,128.00 plus VAT @ 17.5% of £4,042.00, a total of £14,250 per year.
- 29. For the year ending 31 March 2003, the disputed ISS contract costs only applied for the months of February and March. Apportioning £14,250 results in £2,375 payable for these 2 months.
- 30. For cleaning, again looking at the current standard, the Tribunal drew similar conclusions to the gardening. The work was reasonable on the whole, but did not justify the amount charged. For example, the external staircases appeared swept, but not regularly mopped, buffed or polished.
- 31. Taking Vickers Court as a typical block, and applying the same method to the cleaning costs, as set out in Appendix 2, the Tribunal made deductions of £1,301.00 from the ISS total tender costs of £3,095.00 for Vickers Court, to produce a reasonable cost of £1,794.00. Expressed as a percentage the sum allowed was 58% of the amount charged.
- 32. According to the task sheets provided for all nine blocks, the total tender costs were £28,098.48, 58% of which was £16,296.54. A notional deduction was made as before of 25%, amounting to £4,074.00. Hence the Tribunal's determination of the amount payable in respect of service charges for cleaning services for the Northlands II estate was £12,222.54 plus VAT @ 17.5% of £2,138, a total of £14,368.85, say £14,360.00 per year.

Section 20C

- 33. In their application the Applicant sought an order for limitation of costs, meaning in effect that the costs incurred by the Respondent in connection with the proceedings before the Tribunal should not be included as part of any future service charge account. The Respondents had incurred legal costs.
- 34. Section 20C of the 1985 Act provides that the Tribunal may "make such an order on the application as it considers just and equitable in the circumstances". In the circumstances of this case, the Tribunal decided that it would not be just and

equitable to allow the Respondent to include its costs as part of any future service charge account, because the Applicants had succeeded in their application

35. Accordingly the Tribunal makes the requested order under Section 20C.

Summary

36. For the year ending 31 March 2003 the Tribunal determines that the following amounts are payable by the Applicants, in accordance with the proportions in their leases, as service charges for estate gardening and cleaning:

Gardening (ISS costs Feb/Mar) £2,375.00

(Previous months not disputed)

Cleaning (ISS costs Feb/Mar) £2,393.00

(Previous months not disputed)

37. For the year ending 31 March 2004 the Tribunal determines that the following amounts are payable by the Applicants, in accordance with the proportions in their leases, as service charges for estate gardening and cleaning:

Gardening £14,250.00

Cleaning £14,360.00

Dated 20 December 2005

Ms J A Talbot Chairman

Appendix 2

101 Vickers Court, Stanwell, Middlesex TW19 7DG

Internal Cleaning Costs Specification Task Sheet

Cleaning task	Comment	Amount charged	Amount deducted
Wash signs	Allowed	£35.52	No reduction
Entrance – litter pick	Litter evident, under	£290.47	£145.00
Remove refuse	stairs not clean		4.145.00
Dust communal lights		£3.91	
Entrance - mop	No evidence of	£203.11	£100.00
	regular mopping		2.100.00
Entrance - sweep	Allowed	£185.64	No reduction
Entrance – wash	Allowed	£44.16	140 reduction
doors		4713	
Stairways – litter pick	Litter seen on stairs	£315.51	£158.00
Remove refuse		2010.01	£100.00
Stairways – wash	Allowed	£3.07	No reduction
walls		20.07	ino reduction
Stairways – dust lights	Allowed	£5.22	Ma du d'
Stairways - mop	No evidence of	£220.62	No reduction
	regular mopping	2220.02	£110.00
Stairways - sweep	ditto	£201.64	
Stairways – wash	Allowed	£15.74	£100.00
ledges etc	1	215.74	No reduction
Stairways - buff	Appearance	£106.75	
	suggested not done	£106.75	£107.00
Stairways - polish	ditto	£22.35	
Stairways - strip	ditto	£16.20	£22.00
Corridors – litter pick	Litter evident		£16.00
Corridors – dust lights	Allowed	£686.76	£400.00
Corridors – wash	Allowed	£31.30	No reduction
windows	Anowed	£44.16	Ditto
Corridors – vacuum	Allowed	C440.00	
carpets	Allowed	£413.09	Ditto
Corridors - shampoo	No possible benefit to		
carpets	stained carpets in	£49.19	£50.00
•	need of replacement		
Bin store – litter pick	Not evident		<u>.</u> <u>.</u>
Bin store – mop		£97.76	£49.00
Bin store – sweep	Not included		
Bin store – sweep	Not evident	£88.40	£44.00
oors	Allowed	£14.72	No reduction
otal			
		£3,095.00	£1,301.00

Appendix 1

101 Vickers Court, Stanwell, Middlesex TW19 7DG

Gardening Costs Specification Task Sheet

Task	Comment	Amount charged £	Amount deducted
Grass cutting High Quality max 30mm min 20mm	Weed level and bare patches suggest grass not cut as often or as well as claimed	£3033.77	Reduce by 20% £600 (rounded
Grass edge trimming	Path edges not included. Very little edging to beds. Not done recently.	£606.75	Reduce by 75% £450
Weed control to grassed areas	Carried out selectively Not all grounds done	£1011.26	Reduce by 50% £500
Leaf/tree debris clearance	Allowed in full	£6176.35	No reduction
Litter pick hard surfaces	Duplication – included in next item	Disallow	Reduction of £3,343
Sweeping hard surfaces	Allowed	£3,343.22	No reduction
Litter pick horticultural	Evidence of litter in beds left for too long	Disallow	Reduction £3,500
Trees – removal of epicormic growth	Allow	£623.00	No reduction
Trees – weed control	Allow	£89.00	No reduction
Shrub pruning	Poor quality, cuttings left lying in beds	£3,505.68	Reduce by £1,000
Weed control – Hard surfaces	Allow	£771.51	No reduction
Total		£25,563.17	£9,393.00