

10 Clifford Court Leaseholders against ASB property

Tribunal court case - LON_00AE_LSC_2019_0210

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Court date 23rd -24th Jan 2020

Version 1.1

Created on 23 – Dec 2020

Created for 10 LeaseHolders Below

1 leaseholder – Jimmy has two flats

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Flat 18 Leena Sequeira/Ryan 07886564595 leenasequeira78@gmail.com

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- This related to Clifford court estates. This estate is formed of 4 building and have 24 flats. Six flats in 4 building
- Ten leaseholders across all four buildings of Clifford court are taking this action against the directors or ASB property, Sukesh and Sanjay Bowry are the two directors.
- The leaseholders believe the directors have been charging leaseholders fees for work that was never done. This is visible due to the extremely bad state of the all buildings.
- The directors of ASB Property were found guilty for the same reason by the tribunal in 2010. **PAGES 11-23**
- The directors of ASB Property were not sharing insurance details with the lease holders. We took them to court and The court found them guilty **PAGES 24**
- Initial court application **PAGES 25- 39**
- In the CMC Sukesh had asked to contact Michael at Colin Bibra to answer our queries for this case. Michael was then instructed not to reply to us. See evidence. This tactic has been used by sukesh previously so everything is delayed. Email asking Michael for evidence of payment and explaining Discrepancy **PAGES 57- 61**
- Email asking sukesh for evidence of payment and explaining Discrepancy – No reply was sent **PAGES 43**
- Email asking sukesh's solicitor for evidence of payment and explaining Discrepancy – No reply was sent **PAGES 44**
- Discrepancy that need explaining **PAGES 41 – 42**
- Evidence of Sukesh and Sanjay owning other companies. **PAGES 46-47**
- Evidence of Sukesh and Sanjay moving money to companies they own **PAGES 62-66**
- **Note In previous court cases Sukesh wasted a lot of time creating confusion about a company called Clifford Court Management. This is red herring the leaseholders are questioning charges 7 years up to JUNE 2018. Where ASB was creating service charges and payments were made to ASB accounts. From July 2018 Colin bibra were handed the management and Clifford court company was used.**
- All leaseholders claim the ASB Property did not do the work they have charged us for. Only thing he paid for was the insurance.
- We also dispute the management fee of £800 per year per building. As we were charged £50 per year admin costs when the service bills were sent
- Numerous times Sukesh asked for all invoices and evidence of payment and he refused to reply
- We receive some receipts from Sukesh but no where what we were billed for. Not included in this pack
- Service charges for the flats – Appendix A

We are awaiting the following information

- Explanation of each discrepancy listed in the attached document
- Evidence of all payment of invoices for all 4 buildings for these dates 30th May 2011 - 30th May 2018 (before Colib Birba were appointed) – We want to see bank statements.
- All missing invoices for all four buildings for these dates 30th May 2011 - 30th May 2018 (before Colib Birba were appointed)
- Evidence of service charge paid for the 4 flats owned by Sukesh and Sanjay through various Companies.
- Full disclosure of monies paid to companies owned by Sukesh and his family members . Eg invoices for SKB. We think a lot of money was sent to companies owned by families of Sukesh
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Notes for Trial from past court experience

- Sukesh wasted a lot of time trying to change the case to be against a company that was defunct for the period of this claim.
- Leaseholders are claiming the work we were charged was never done and the money was embezzled some how.
- The Period of this claim is from 30th May 2011 - 30th May 2018 (before Colib Birba were appointed)
- Colin Bibra were appointed on June 2018 and we have no issues in this case since this date
- In previous court cases Sukesh wasted a lot of time explaining unrelated items.
- Sukesh Chooses which email and posts he received. He will claim he does not receive email but I am sure he will present some emails sent to him,
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**RESIDENTIAL PROPERTY TRIBUNAL SERVICE
LEASEHOLD VALUATION TRIBUNAL for the
LONDON RENT ASSESSMENT PANEL**

**LANDLORD AND TENANT ACT 1985, AS AMENDED – SECTIONS 27A AND
20C**

REFERENCE: LON/OOAE/LSC/2010/0298

Properties: Block C, Flats 14 to 19 Clifford Court, Tanfield Avenue,
London NW2 7RY

Applicants: Mrs T Mavani (Flat 14)
Mr A Blyskosz (Flat 15)
Mr N Iqbal (Flat 16)
Mr M Cohen (Flat 17)
Mr J McHale (Flat 19)

Respondent: ASB Property Management Ltd.

Appearances: Mr M Cohen (Flat 17)
Mr A Shah (representing the tenant of Flat 14)

For the Applicants

Mr S Bowry, Director, ASB Property Management Ltd.

For the Respondent

Date of inspection: 1 September 2010

Dates of hearing: 1 and 2 September 2010

Date of Tribunal's Decision: 15 September 2010

Members of the Tribunal

Mrs J S L Goulden JP
Mr M A Mathews FRICS
Mrs G V Barrett JP

REFERENCE: LON/00AE/LSC/2010/0298

**PROPERTY: BLOCKC, FLATS 14,15,16,17 and
19 CLIFFORD COURT, TANFIELD AVENUE, LONDON NW2 7RY**

Background

1. The Tribunal was dealing with the following applications dated 24 April 2010 which were received by the Tribunal on 28 April 2010.

(a) an application under S27A of the Landlord and Tenant Act 1985, as amended ("the Act") for a determination whether a service charge is payable and, if it is, as to:

- (a) the person by whom it is payable
- (b) the person to whom it is payable
- (c) the amount which is payable
- (d) the date at or by which it is payable and
- (e) the manner in which it is payable

(b) an application for limitation of landlord's costs of proceedings before the Tribunal under S20C of the Act.

2. The application relates to 5 (of 6) flats in Block C, Clifford Court, Tanfield Avenue, London NW2 7RY ("the property").

3. The Applicants. Mrs T Mavani, Mr A Blyskosz, Mr N Iqbal, Mr M Cohen and Mr J McHale, are the lessees of Flats 14,15,16,17 and 19 all in Block C. The lease of Flat 17, a copy of which was provided to the Tribunal, is dated 1 December 1981 and made between Basinggrove Properties Ltd. (1) Clifford Court Management Co. Ltd. and Maurice Cohen (3) and is for a term of 125 years from 25 December 1971 at the rents and subject to the terms and conditions therein contained. The Tribunal was advised that all the leases were in essentially the same form. The Respondent is ASB Property Management Ltd.

4. The service charge year runs from 25 June to 24 June in each year. The service charge years in dispute are 2007/2008 and 2008/2009. The estimate for 2009/2010 was withdrawn at the Pre Trial Review held on 26 May 2010, but at the substantive hearing the Applicants said that this had been on the basis of the absence of the estimated budget. The Respondent said that the estimated budget for 2009/2010 was in the bundle and therefore the Applicants had had notice of the same. It was agreed on behalf of the Applicants that no further objection would be raised, and the Tribunal confirmed that, if necessary, the actual expenditure could be challenged by the tenants in due course.

Inspection

5. The property was inspected by the Tribunal on 1 September 2010 before the commencement of the hearing in the presence of Mr M Cohen and Mr A Shah. The property, Block C, was one of four blocks each comprising 6 flats. Blocks A, B and C were off Tanfield Avenue and Block D was off Cairnfield Avenue. There was no

access between Blocks A,B and C and Block D. The blocks, which were built in 1938, were 3 storeys with a tiled mansard top floor and flat roof and part brick and part rendered external walls. Each block had one central main entrance and comprised six flats, two per floor. External decorations were poor. Tanfield Avenue was on a bus route and the entrance to the blocks was by pedestrian/vehicular access. At the entrance to the estate was a low brick wall behind which were three open paladins without covers. There was rubbish to one side of the paladins including a mattress. There were limited parking facilities, although these did not appear to be allocated. To one side of Block C there were two blocks of 4 poorly maintained garages and a (locked) pram shed which the Tribunal was advised originally gave access to Block D. The Tribunal noted a mattress which had been discarded in front of one of the garages.

6.The communal gardens were laid mainly to lawn with some shrubs and trees. The gardens were unkempt and the shrubs were sparse in places. The pathways were pitted and cracked. There were cracked and broken fences around the estate.

7.The Tribunal was invited into Block C, which had an entryphone. It was noted that some of the glass panes in the door had been replaced with painted plywood sheets (as were Blocks A and B). The common parts were tired, basic and shabby. There was lino laid to the floor and steps to the upper levels. In several places the nosings were missing, as were light fittings. The walls and flooring were grubby. Although apparently swept, there were small pockets of dust in the corners of some of the floors.

Hearing

8.The hearing took place on 1 and 2 September 2010. The Applicants were represented by Mr M Cohen (Flat 17) and Mr A Shah who was representing his mother in law, Mrs T Mavani (Flat 14). The Respondent company was represented by a Director, Mr S Bowry.

9.The Tribunal permitted an adjournment in order to see if the issues between the parties could be resolved or narrowed. This proved unsuccessful.

10.The issues in dispute which remain to be determined by the Tribunal are as follows:-

- Gardening
- Cleaning grounds
- Refuse collection
- Fence repair
- Repairs
- Accountancy
- Management fees
- Limitation of landlord's costs of proceedings
- Reimbursement of fees

11.The burden is on the Applicants to prove their case with such relevant evidence as is sufficient to persuade the Tribunal of the merits of their arguments. The Tribunal is not permitted to take into account the personal circumstances of the parties when

making its decision. It should also be pointed out that the absence of invoices in themselves is no bar to the Tribunal finding that costs had been reasonably incurred.

12. The contract between the parties is the lease between them and both sides are bound by the contractual terms contained therein.

13. The salient points of the evidence presented, and the Tribunal's determinations are given under each head, but the Tribunal considers that it might be helpful to the parties if it sets out the basis on which its considerations are made.

14. The Tribunal has to decide not whether the cost of any particular service charge item is necessarily the cheapest available or the most reasonable, but whether the charge that was made was "**reasonably incurred**" by the landlord i.e. was the action taken in incurring the costs and also the amount of those costs both reasonable.

15. The difference in the words "reasonable" and "reasonably incurred" was set out in the Lands Tribunal case of **Forcelux Ltd -v- Sweetman and Parker (8 May 2001)** in which it was stated, *inter alia*,

....there are, in my judgment, two distinctly separate matters I have to consider. Firstly the evidence, and from that whether the landlord's actions were appropriate, and properly effected in accordance with the requirements of the lease, the RICS Code and the 1985 Act. Secondly, whether the amount charged was reasonable in the light of that evidence. This second point is particularly important as, if that did not have to be considered, it would be open to any landlord to plead justification for any particular figure, on the grounds that the steps it took justified the expense, without properly testing the market. It has to be a question of degree...."

Gardening

16. The amounts in issue under this head were £2,775 (2007/2008) and £2,600 (2008/2009). The costs were charged to Blocks A, B and C only. Block D was charged separately. The Applicants' challenge was as to cost and quality of service provided

17. Mr Cohen said that he had complained to Mr Bowry "*for months, verbally*" He confirmed that he had now sent written complaints, but had also complained to the council and a counsellor had come to inspect the garden and, he thought, had written to the Respondent. Mr Cohen said that he had never seen two gardeners in the back garden at any one time. He considered the cost exorbitant and the quality had deteriorated. The present gardener was "*slow and bad*". He said "*our back garden was not dealt with until last Sunday*".

18. Mr Shah said that two alternative quotations had been obtained, copies of which were produced by firms who had made an inspection of the gardens. One quotation was for £960 (to include litter picking) and the other £1800. Copies of the quotations were provided. He also said "*Mr Bowry brought people in his car to do the gardening*". He doubted whether the invoices produced were correct.

19.Mr Bowry said that he had invited tenders from several gardeners and had just asked for a verbal quotation. The contractors chosen, JB Gardening Service, sent one, two or three people to carry out gardening works which, in the year 2007/2008, included clearing rubbish and tidying the bins as well as gardening. In the year 2008/2009 the contractors only carried out gardening and cleaning was charged separately. He said “*we visited most Sundays*” and he was happy with the results. The gardening cost was £110 per day and the cleaning cost (in 2007/2008) was £20 per day. The gardeners had been paid in arrears. Mr Bowry thought that in the summer months the gardens were tended twice a month sometimes more, and in the winter months less. The contractors no longer carried out the gardening. Mr Bowry said that they had not been dismissed, but had ceased working because “*they complained of harassment*”. He said the scope of work had now increased and included tree cutting and the quality had improved. . Mr Bowry said that the invoices had been paid in cash because he wished to save bank charges which would also have to be added to the service charges. He said that he was trying to keep service charges down to prevent complaints from the tenants.

20.There was no specification of the work to be carried out or indeed when the work was to be carried out. There was no contract. The Tribunal rejects Mr Bowry’s evidence that the contractors worked for a whole day and/or that he carried out regular inspections. The Tribunal prefers Mr Cohen’s evidence that for three days before the Tribunal’s inspection there was a sudden increase in gardening. The gardening was of poor quality. The weeds and general lack of maintenance over a period of time had been obvious at inspection. The garden had not been cared for.

21.Although, as stated in paragraph 11 above, absence of invoices do not necessarily mean that costs have been unreasonably incurred, the Tribunal has considered the invoices produced. They were vague. Most in 1998 did not indicate when or which work was carried out. Some were merely written out. None contained an invoice number.

22.In the circumstances of this case and in view of the paucity of evidence produced on behalf of the Respondent the Tribunal, using a broad brush approach, reduces the amounts claimed for gardening.

23.The Tribunal determines that, in respect of gardening, for Blocks A, B and C, the costs of £1,500 (to include litter picking) (2007/2008) and £1,200 (gardening only) (2008/2009) are relevant and reasonably incurred and properly chargeable to the service charge account.

Cleaning grounds

24.The amount in issue under this head was £1,060 (2008/2009). The cost was charged to Blocks A, B and C only. The challenge was as to the cost. There was no challenge as to standard.

25.Mr Bowry said that the original gardening contractors used to pick up litter when they came on Sundays, but the refuse bin collection was not until Tuesday by which time considerable litter had accumulated. Items which had been found included condoms and syringes as well as food waste. He said that there were “*hot spots*”

where people had left a considerable amount of litter, namely by the bus stop and also by the paladins. He said that the contractor was paid in cash since the company had not wanted to incur bank charges. There was no contract.

26.The Applicants accepted that most of the litter was by the bus stop, but said that the gardening costs had originally included picking up litter and therefore the cost of cleaning the grounds was too high. The Applicants were unhappy that the contractor was paid in cash.

27.The Tribunal accepts that litter has become an increasing problem over the years, particularly where an estate is on a main road and by a bus stop. Again the Tribunal notes that the Respondent has paid cash and the invoices are vague, hand written, and carry no invoice numbers. The Tribunal reduces the cost placed to the service charge account for this service.

28.The Tribunal determines that in respect of cleaning grounds for Blocks A, B and C, the cost of £750 (ie £250 per block) is relevant and reasonably incurred and properly chargeable to the service charge account.

Refuse collection

29.The amounts in issue under this head were £495 (2007/2008) and £990 (2008/2009). The costs were charged to Blocks A, B and C only.

30.The Applicants' challenge was as to liability and also that the costs were too high and a skip would have been cheaper at approximately £150. It was said that the landlord should have been aware that items such as refrigerators, televisions etc had come from specific flats and the tenants of those flats should have paid for their removal, rather than the cost being placed on the service charge account to be borne by all those persons paying service charges. Mr Shah accepted that the dumping of refuse could be a problem, but felt that the landlord should have been more vigilant. The Applicants had doubts as to the veracity of the invoices.

31.Mr Bowry said that previously the council had taken five items free of charge per unit, but this policy had changed and now the council refused to take items such as refrigerators and freezers. He thought that whereas a private individual could obtain free removal of large items by the council, Mr Bowry would be charged as a commercial concern. Mr Bowry had therefore paid private contractors to remove the refuse and had let it accumulate until it was bad in order to save costs. He paid the contractors in cash for the same reasons as set out in paragraph 19 above.

32.The tenants are liable within the service charge for removal of refuse within the estate. The landlord does not have to discuss or obtain agreement from tenants in respect of refuse collection in these circumstances and for this level of cost. There has, unfortunately, been an increase in large items of refuse being left in some London estates, and it is not felt that the landlord would have known which flat occupier (if any) had been responsible. From photographs supplied by the Applicants, it is clear that in this particular area, on a main road and by a bus stop, that the dumping of refuse may be more prevalent than in other areas. The cost of a skip as contended by

Mr Shah does not appear to include ancillary costs of travelling to and from the site and the cost of disposal of the contents of the skip.

33.In the view of the Tribunal, the Respondent should have been more pro active under this head and perhaps notified all of the tenants on the estate that they were not to dump refuse and if they did so they would be charged for its removal. It is not surprising that the tenants have suspicions in respect of the invoices which were all handwritten and somewhat vague. However the refuse was considerable and had had to be removed and the cost would have included haulage.

34.The Tribunal determines that, in respect of refuse collection, the costs of £495 (2007/2008) and £990 (2008/2009) charged to Blocks A, B and C are relevant and reasonable incurred and properly chargeable to the service charge account.

Fence repair

35.The amounts in issue under this head were £80 (2007/2008) which was charged to Block C only and £450 (2008/2009) which was charged to Blocks A, B and C.

36.The Applicants' challenge in respect of the charge of £80 (2007/2008) was that no repair had been carried out and/or liability and in respect of the charge of £450 (2008/2009) was that the Applicants were not liable and/or the cost was deemed excessive.

37.With regard to the £80 charge, the Applicants said that a small part of the perimeter fence had broken and Mr Cohen had paid for its repair. He had never seen any repair to the fence referred to.

38. As to the £450 charge, this referred to a section of replacement fence following a fire. The Applicants did not think that this should be charged at all. Mr Cohen said that he had "*proof*" that it was the responsibility for the commercial unit who was responsible for the private alleyway between the commercial unit and the estate. The Tribunal was advised that a fire had taken hold in the open refuse bins situated in the alleyway and next to the boundary fence. Mr Cohen said that he did not see what had caused the fire, but he had seen the fence and bins on fire and he, together with other tenants, had been evacuated. He said Mr Bowry should have ensured that insurance had covered the loss. Mr Shah said that the cost was, in any event excessive but provided no alternative quotations.

39.Mr Bowry said that the £80 charged to Block C was in the back garden of that block (behind the gate which led to the back garden). He therefore felt that the cost should be borne by the tenants of that block. The fence which bordered on to the alleyway between the block and the shops was broken and the railings had come away. If not attended to, Mr Bowry said that it would have fallen down. The contractor had replaced the side rail and repaired the fence. An invoice was produced from LS Builders who had been paid in cash.

40.In respect of the £450 charged to Blocks A, B and C, Mr Bowry said that he had telephoned the insurers, AXA, but had been advised verbally that the fence had not been covered by insurance. He had nothing in writing. Mr Bowry said that he had

attended the site and spoken to the police who had advised him that it would be difficult to prove what had caused the fire. No approach had been made by him to the commercial unit. He said that the job was very difficult, since there were charred remains of the fence and the post had to be dug out. Mr Bowry produced a handwritten invoice which he had paid in cash.

41. There appeared to be some dispute as to which part of the fence had been repaired for £80 in the service charge year 2007/2008, and the Tribunal do not think that the parties are referring to the same part of the fence. The Respondent has produced an invoice typed in proper form and carrying an invoice number. The amount is within an acceptable band,

42. With regard to the cost of £450 in the service charge year 2008/2009, the Tribunal is critical of the Respondent in that Mr Bowry did not appear to be proactive and it is felt that greater effort should have been made in order to assess liability or put the insurers to proof that the insurance company was not liable. The invoice was again handwritten and difficult to read. However, it must have been a bad fire if the tenants were evacuated and part of the cost was to remove the burnt remains. Mr Bowry again paid in cash. There was no firm evidence produced as to the cause of the fire.

43. The Tribunal determines that, in respect of fence repair, the cost of £80 (2007/2008) chargeable to Block C only and £450 (2008/2009) chargeable to Blocks A, B and C (2008/2009) are relevant and reasonably incurred and properly chargeable to the service charge account.

Repairs

44. This related to a one off payment of £200 for Block C (only) in respect of replacement of two glass panels in the main entrance door by sheets of painted plywood in the service charge year 2008/2009.

45. The Applicants said that the cost was too high and should be in the region of £100 for labour and materials. In addition, they complained of the standard and Mr Cohen said that the plywood looked "*terrible*".

46. The Applicants said that they would have been happy to pay for good quality workmanship but the Respondent should have obtained two or three quotations first. Mr Cohen said that this was the first time the glass panel had broken since 1938 and disputed the Respondent's claim that this had happened on previous occasions. Initially Mr Cohen said that there was just a little hole in the glass which should have been left, but he later conceded that the glass had shattered. He also said that he would have been willing to pay more for a replacement in glass, but not very much more.

47. Mr Bowry said that the damage was to Block C only and was therefore charged to that block. He said that when he had visited the estate, he noticed that the glass panels had been broken and it was therefore a health and safety issue. A template had been taken and the door fitted with plywood panels which had then been painted white. He said that the glass panels in the doors had broken regularly. He accepted that the standard of the plywood panels was a valid argument, but to replace the panels with glass would be prohibitively expensive since the glass was not square and had to be

specially cut after a wooden template had been used. He said that if replaced in glass, the cost would be in the region of £500. He thought that the contractor had been recommended by someone. The contractor had been paid in cash.

48.Broken glass panels in a main entrance door (which did not, on inspection, appear to be a sturdy door) would be a health and safety issue and the Respondent had no alternative but to repair the same. The repair is unsightly, but the Tribunal has no doubt that to replace the shaped glass panels with new shaped glass panels which met current safety standards would have been far more costly and Mr Cohen did concede that he would have been unwilling to pay much more. Again Mr Bowry paid in cash and a scribbled hand written invoice (with no number) was produced which did not assist the Tribunal. However the work has been carried out and the Tribunal has used its own knowledge and experience as an expert Tribunal.

49.The Tribunal determines that in respect of the repair to Block C and which was charged to Block C alone, the cost of £200 is relevant and reasonably incurred and properly chargeable to the service charge account.

Accountancy

50.The accountancy fees were £600 (2007/2008) and £600 (2008/2009). The charge was in respect of Blocks A, B,C, and D.

51.The Applicants said it was not clear how the fees had been arrived at and the cost included company tax returns. They thought that the accountancy fees for the four blocks should not exceed £450 to £500 per annum.

52.Mr Bowry said that the actual accountants' fees were in excess of the amount charged to the blocks. The accountants had calculated what proportion should be attributable to the four blocks and the Respondent had relied on the professional advice. He thought that the accountants were undercharging in respect of the Clifford Court accounts. Invoices were produced.

53.The parties were not far apart in respect of the costs under this head. The amounts placed to the service charge account in respect of all four blocks were those allocated by the accountants and the Respondent was entitled to rely on professional advice. The amount attributable to each block was £150 and the amount payable by each flat owner in each block was £25 per annum, which is not considered excessive.

54.The Tribunal determines that in respect of accountancy fees for Blocks A, B,C and D, the costs of £600 (2007/2008) and £600 (2008/2009) are relevant and reasonably incurred and properly chargeable to the service charge account.

Management fees

55.The management fees were £740 for each of the service charge years 2007/2008 and 2008/2009. The fees of £740 were charged for each block. The Applicants' challenge was as to costs and standard.

56.The Applicants said that they had written to the Respondent in respect of water leaks to two of the flats but no action had been taken. Telephone calls made had not been answered or were cut off. There had been a number of parking issues and a permit system had been introduced, but the issues have not been resolved. The Respondent had not complied with legal requirements in respect of the service charge demands. There had been very poor management of the block and the communal cleaning was poor. The Applicants said "*there is no communication or involvement with the tenants*". Mr Cohen said "*prior to 2007, we got a lot more. Before 2007, the landlord talked and discussed issues. The landlord knew what was going on in the blocks. If the present landlord knows, he does nothing about it*"

57.Mr Bowry said that the fees had been based on the time and effort in managing contractors, insurance and other issues raised. He said that Block C was a "*troublesome*" block and "*the residents want to challenge everything we do. It was a no win situation*" Mr Bowry said that his wife helped him by carrying out the administration. His wife prepared the books and the statements of account. They worked from home. He visited the site on average twice a week and the tenants were able to reach him on his mobile phone at any time, but they insisted on telephoning him at home on the land line. He confirmed that a separate bank account was held for Clifford Court, but he was only permitted to receive up to ten cheques a month and write no more than three cheques a month to operate the account at no charge.

58.In respect of the complaints of water leaks, the relevant flats had been visited several times and despite promises nothing had been done. Mr Bowry said he had to get the plumber (at no cost to the tenants) and had resolved the issue with the insurance company and delivered the cheque personally to the tenant. He said "*they don't see what happens behind the scenes*".

59.Mr Bowry has not been proactive in management of the blocks and appears unsure of his responsibilities and/or the lease terms. He had never heard of the RICS Service Charge Residential Management Code which sets out in clear terms best practice for those managing leasehold residential properties (other than a public sector authority or registered social landlord).

60.The service charge demands served on the tenants had not been in the correct form, which resulted in the tenants withholding their service charge payments thus, presumably, causing cash flow problems. After the local authority had given Mr Bowry advice, the service charge demands had been corrected. Contractors had been paid in cash to save bank charges and Mr Bowry had been content with contractors' verbal quotations only. No estimates from contractors were produced within the hearing bundle. Arrangements had been more informal than should be expected.

61. Mr Bowry appears to be a reluctant landlord and has other work related commitments. He confirmed that he only wanted to collect the ground rents and had no experience as a managing agent. On the other hand, the Applicants held a wholly unrealistic expectation of their right to involve themselves in management of the block, although Mr Bowry expected the tenants to make their own arrangements, presumably to save costs.

62.The management fees charged, although at the lower end of the scale at £123.33 per flat, are too high for the level of service provided. In view of the criticisms made above, the Tribunal considers that the management fees should be reduced.

63.The Tribunal determines that in respect of management fees, the sum of £500 (2007/2008) and £500 (2008/2009) for each block is relevant and reasonably incurred and properly chargeable to the service charge account. In making this determination, the Tribunal wishes to make it quite clear that its decision is based on the quality of service provided for those two service charge years in issue. If either the quality of service improves or the Respondent decides to instruct a firm of managing agents, the tenants should expect to pay more for management of the blocks. This is of particular importance since works of maintenance are clearly required to the fabric of the building.

Limitation of landlord's costs of proceedings

64. Mr Bowry wished to place the sum of £200 on the service charge account to cover travelling expenses and photocopying charges. He identified the clause in the lease on which he wished to rely.

65.Mr Shah said that the Applicants were not in arrears although he accepted that two of the Applicants' mortgagors had paid the arrears. The Applicants had not wanted to make an application, but had been forced to seek assistance from the LVT since the Respondent had failed to respond to queries raised.

66.Mr Bowry said that the Respondent had tried to resolve matters and explain details which had been troubling the Applicants, some of whom were in arrears. A county court case against one of the Applicants had been put on hold pending the determination of the Tribunal. He offered them the opportunity to take over the management, purchase the freehold or appoint managing agents, all of which had been refused. He said that he was in a difficult position and "*if the service is not provided they go to Brent Council and if it is provided they challenge the costs*"

67.S20C of the Act states:-

"(1) a tenant may make an application for an order that all or any of the costs incurred or to be incurred by the landlord in connection with proceedings before a court or leasehold valuation tribunal, or the Lands Tribunal, or in connection with arbitration proceedings, are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.

(2) The application shall be made;

- (a) in the case of court proceedings, to the court before the proceedings are taking place or, if the application is made after the proceedings are concluded, to a county court;**
- (b) in the case of proceedings before a leasehold valuation tribunal, to the tribunal before which the proceedings are taking place or, if the**

- application is made after the proceedings are concluded, to any leasehold valuation tribunal;**
- (c) in the case of proceedings before the Lands Tribunal, to the tribunal.**
- (d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to a county court.**

(3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances."

68.In the view of this Tribunal, the lease permits such costs to be placed on the service charge account. The question for the Tribunal is whether it is reasonable to allow the Respondent to do so.

69.In applications of this nature, the Tribunal endeavours to view the matter as a whole including, but not limited to, the degree of success, the conduct of the parties and as to whether, in the Tribunal's opinion, resolution could or might have been possible with goodwill on both sides.

70.Although the amount which was sought to be placed on the service charge account was modest, in the view of the Tribunal, the Respondent has, to some extent , brought this problem on to itself. Mr Bowry clearly does not understand or appreciate the company's rights and obligations under the lease in connection with maintenance of these blocks.

71.The Tribunal determines that it is just and equitable that the costs incurred by the Applicant in connection with proceedings before this Tribunal are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable. The sum of £200 therefore is not to be placed on the service charge account.

Reimbursement of fees

72. On behalf of the Applicants, Mr Shah requested that the Tribunal consider making an order for the Respondent to reimburse to the Applicants the application fee of £100 and the hearing fee of £150. The arguments from both sides were as for the application under S20C of the Act.

73.The Tribunal considered whether to exercise its discretion under Regulation 9 of the Leasehold Valuation Tribunals (Fees) (England) Regulations 2003.

74.The Tribunal acknowledges that both sides may have incurred costs which are irrecoverable. However, it is felt that, in the particular circumstances of this case, to make an order for the Respondent to reimburse any part of the application and/or hearing fees would be punitive.

75.The Tribunal does not intend to exercise its discretion under this head and declines to make an order for reimbursement by the Respondent to the Applicants of the application and/or hearing fees or any part thereof.

76. As a general point, in the circumstances of this case, the Tribunal feels that the problems between the parties stem from a lack of understanding of each sides' rights and responsibilities under the lease. Mr Bowry appears to be out of his depth in some aspects and it is unacceptable that all contractors are paid in cash in order to save bank charges. On the other hand, whilst it is understandable that the lessees wish to keep costs down, this is at odds with the type of service which they require.

77. Although the Tribunal made it clear at the hearing that it is not within the Tribunal's remit to tell a landlord how to run its own property, it does seem to this Tribunal that the present situation cannot continue. The Tribunal noted the difficulties Mr Bowry had with the management and during the course of the hearing commented on how this might be addressed in future.

78. The lack of communication and transparency in the past has exacerbated the problems between the parties and will do so again unless addressed. The parties are urged to communicate with each other in order to reach a more harmonious relationship and the Tribunal hopes that both sides are able to resolve their different needs and expectations in the future.

The Tribunal's determinations as to service charges are binding on the parties and may be enforced through the county courts if service charges determined as payable remain unpaid.

CHAIRMAN.....

DATE.....15.. September.2010.....

ASB PROPERTY MANAGEMENT LTD

31 Kendal Road
London
NW10 1JG

Case Number: **1802163330**

Defendant Present: Yes

Attending Solicitor: UNREPRESENTED but Mr. Sukesh Bowry attends as Director

Informant: Mr Deepak DHAYATKER

Post-Hearing Custody Status:

1	MC80501		1,000.00
	Complaint for a civil order as follows Failure to provide a summary of insurance cover or allow inspection of insurance documents in respect of buildings at Clifford Court, Neasden, London.		
	In accordance with section 30A of and the Schedule to the Landlord And Tenant Act 1985.		244.00
	Verdict: Found Guilty - 05/02/2019		
		FO Fined £1000.00.	
		FCOMP To pay compensation of £244.00.	
		FVS To pay a surcharge to fund victim services of £100.00.	100.00
		NCOSTS No order for costs.	
		TEXT not guilty plea entered on 23.10.2018 Time To Pay: To be paid by 05/03/2019	
		BALANCE	1,344.00

I certify the above extract to be a true copy

Date Printed: 24/07/2019 _____ of the said Magistrates' Court.

--

Application for a determination of liability to pay and reasonableness of service charges

Section 27A of the Landlord and Tenant Act 1985

It is important that you read the notes below very carefully before you complete this form. This is the correct form to use if you want to ask the Tribunal to determine whether a variable service charge is payable. If so the Tribunal can also determine:

- the person by whom it is payable
- the person to whom it is payable
- the amount which is payable (this is limited to what is reasonable)
- the date at or by which it is payable

A fee is payable for this application (see section 15 for Help with Fees). The fees are set out in this form.

Please send your completed application form and fee (if applicable), together with a copy of the lease to the appropriate regional Tribunal. (See the Annex to this form for regional office addresses). Please do not send any other documents. If and when further evidence is needed, you will be asked to send it in separately.

If you have any questions about how to fill in this form, the fee payable, or the procedures the Tribunal will use please call the appropriate regional office.

If you are completing this form by hand please use BLOCK CAPITAL LETTERS.

1. DETAILS OF APPLICANT(S) (if there are multiple applicants please continue on a separate sheet)

Name:	Mr Matthew Lynch (& 9 Others - see continuation sheet)		
Capacity	Lessees		
Address (including postcode): Mr Mattew Lynch (Flat 24): 24 Clifford Court, Cairnfield Avenue, London NW2 7PR (See continuation sheet)			
Address for correspondence (if different from above): NWL Solicitors 9 Hampstead West, 224 Iverson Road, London, NW6 2HL			
Telephone:	Day: 0207 328 2929	Evening:	Mobile:
Email address:	sleoussis@nwlsolicitors.co.uk		Fax:

RE: CLIFFORD COURT, TANFIELD AVENUE, LONDON, NW2 7PR

DETAILS OF APPLICANTS (CONTINUED LEASEHOLD 3)

1. **Lee Bushell (Flat 1):** Floor 8, Lyndon House, 58 -62 Hagley Road, Birmingham B16 8PE
2. **Ram and Shobha Gupta (Flat 4):** 519 Great West Road, Hounslow, Middx. TW5 0BS
3. **Mita Hirani (Flat 6):** 21 Silver Close, Harrow, HA3 6JT
4. **Suresh Gorasia (Flat 8):** 151 Frederick St Oldham OL8 4DA
5. **Deepak Dhayatker (Flat 11):** 21 St Julians Road Second Floor Flat Kilburn London NW6 7LA
6. **Albana Bardhoshi (Flat 12):** 8a Newton Road, London NW2 6PR
7. **Adam Blyskosz (Flat 15):** Flat 15, 1 Observer Drive, Watford WD18 7GR
8. **James and Anne Marie McHale (Flat 17):** Dove View, Faha, Kildimo, County Limerick, Ireland V94 YNE4
9. **Ryan Crasto and Leena Sequeira (Flat 18):** 21 Aspen Drive, Wembley, Middlesex HA0 2PW
10. **Matthew Lynch (Flat 24):** 24 Clifford Court, Cairnfield Avenue, London NW2 7PR

Representative name and address, and other contact details: Where details of a representative have been given, all correspondence and communications will be with them until the Tribunal is notified that they are no longer acting for you.

NWL Solicitors

Name: 9 Hampstead West,
224 Iverson Road, London, NW6 2HL

Reference no. (if any) SL

Address (including postcode):

9 Hampstead West,
224 Iverson Road, London, NW6 2HL

Telephone:

Day: 0207 328 2929

Mobile:

Email address: sleoussis@nwlsolicitors.co.uk

Fax: 0207 625 2844

Note: The Tribunal may copy the application form to other appropriate persons (e.g. other service charge paying leaseholders in the building or development). If you are a leaseholder and do not want your telephone/fax number or email address to be disclosed to other such persons please omit those details from Box 1 and attach them on a separate sheet.

Where details of a representative have been given, all correspondence and communications will be with them until the Tribunal is notified that they are no longer acting.

2. ADDRESS (including postcode) of SUBJECT PROPERTY (if not already given)

Clifford Court, Cairnfield Avenue, London NW2 7PR

3. BRIEF DESCRIPTION OF BUILDING (e.g. 2 Bedroom flat in purpose built block of flats)

Purpose built block of flats

4. DETAILS OF RESPONDENT(S) the person against whom an applicant seeks determination from tribunal – this will not be the landlord's managing agent unless they are a party to the lease. If there are multiple respondents, please continue on a separate sheet

Name: ASB Property Management Ltd

Capacity: Lessor

Address (*including postcode*):

31 Kendal Road, London, NW10 1JG

Address for correspondence (*if different from above*):

Telephone:

Day: 077 626 626 97

Evening:

Mobile:

Email
address:

Fax:

Representative name and address, and other contact details: Where details of a representative have been given, all correspondence and communications will be with them until the Tribunal is notified that they are no longer acting for you.

Name:

Reference no. (if any)

Address (*including postcode*):

Telephone:

Day:

Mobile:

Email
address:

Fax:

Note

This form asks the applicant to provide the details of parties to the application. Additionally, the Tribunal needs to know the names and addresses of other people who may be significantly affected by the application such as other lessees in the building. Please provide a list of the names and addresses of any such person(s). If this is not possible or is impractical, then a written statement should be provided with this application.

If you are the landlord/management company making the application please omit, if known, the telephone/fax numbers and email address of the respondent(s) when completing Box 4 and include them on a separate sheet. This is because the application form may be copied by the Tribunal to other appropriate persons (e.g. other service charge paying leaseholders in the building or development).

5. DETAILS OF LANDLORD (if not already given)

Name:

Address (*including postcode*):

Reference no. (if any)

Telephone:

Day:

Evening:

Mobile:

Email
address:

Fax:

6. DETAILS OF ANY RECOGNISED TENANTS' ASSOCIATION (if known)Name of
SecretaryAddress (*including postcode*):

Telephone:

Day:

Evening:

Mobile:

Email
address:

Fax:

7. SERVICE CHARGES TO BE CONSIDERED BY THE TRIBUNAL

A. Service charges for past years.

Please list years for which a determination is sought.

- | | |
|--------------|--------------|
| 1. 2013/2014 | 4. 2016/2017 |
| 2. 2014/2015 | 5. 2017/2018 |
| 3. 2015/2016 | 6. |

For each service charge year, fill in one of the sheets of paper entitled **SERVICE CHARGES IN QUESTION**

B. Service charges for current or future years.

Please list years for which a determination is sought.

- | | |
|--------------|----|
| 1. 2018/2019 | 4. |
| 2. | 5. |
| 3. | 6 |

For each service charge year, fill one of the sheets of paper entitled **SERVICE CHARGES IN QUESTION**

Total value of dispute £121,120 approx'

8. OTHER APPLICATIONS

Do you know of any other cases involving either: (a) related or similar issues about the management of this property; or (b) the same landlord or tenant or property as in this application?

Yes No

If Yes, please give details

9. IMPORTANT – S20C LANDLORD AND TENANT ACT 1985 – APPLICATION FOR AN ORDER LIMITING PAYMENT OF LANDLORD'S COSTS

Some leases allow a landlord to include costs incurred in connection with proceedings before the Tribunal as part of a service charge. Section 20C of the Landlord and Tenant Act 1985 gives the Tribunal power, on an application by a tenant, to make an order that such costs are not to be included in the amount of any service charge payable by the tenant or any other persons specified in the section 20C application.

If you are a tenant do you wish to make a section 20C application? Yes No

If you have answered "Yes" then please specify any other persons to be included in the section 20C application by providing their names and addresses in the box immediately below.

Note: Even if you have applied for an order under section 20C the Tribunal may refuse to make one.

10. IMPORTANT – PARAGRAPH 5A OF SCHEDULE 11 – APPLICATION FOR AN ORDER LIMITING PAYMENT OF LANDLORD'S COSTS

Paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 ('the 2002 Act') provides that a tenant may apply to the Tribunal for an order for a court or tribunal which reduces or extinguishes the tenant's liability to pay an "administration charge in respect of litigation costs" ie contractual costs in a lease.

Do you want to make an application under Paragraph 5A of Sch11 to the 2002 Act Yes No

11. CAN WE DEAL WITH YOUR APPLICATION WITHOUT A HEARING?

If the Tribunal thinks it is appropriate, and all the parties and others notified of their right to attend a hearing consent, it is possible for your application to be dealt with entirely on the basis of written representations and documents and without the need for parties to attend and make oral representations. ('A paper determination').

Please let us know if you would be content with a paper determination if the Tribunal thinks it appropriate. Yes No

Note: Even if you have asked for a paper determination the Tribunal may decide that a hearing is necessary. Please complete the remainder of this form on the assumption that a hearing will be held. Where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

12. TRACK PREFERENCES

We need to decide whether to deal with the case on the Fast Track or the Standard Track (see Guidance Note for an explanation of what a track is). Please let us know which track you think appropriate for this case.

- Fast Track
 Standard Track

Is there any special reason for urgency in this case? Yes No

If Yes, please explain how urgent it is and why:

[Large empty box for writing]

Note

The Tribunal will normally deal with a case in one of three ways: on paper (see section 11 above) or 'fast track', or 'standard track'. The fast track is designed for cases that need a hearing but are very simple and will not generate a great deal of paperwork or argument. A fast track case will usually be heard within 10 weeks of your application. You should indicate here if you think your case is very simple and can be easily dealt with. The standard track is designed for more complicated cases where there may be numerous issues to be decided or where for example, a lot of documentation is involved. A standard track case may involve the parties being invited to a Case Management Conference which is a meeting at which the steps that need to be taken to bring the case to a final hearing can be discussed.

13. AVAILABILITY

If there are any dates or days we must avoid during the next four months (either for your convenience or the convenience of any witness or expert you may wish to call) please list them here.

Dates on which you will NOT be available:

14. VENUE REQUIREMENTS

Please provide details of any special requirements you or anyone who will be coming with you may have (e.g. the use of a wheelchair and/or the presence of a translator):

Applications handled by the London regional office are usually heard in Alfred Place, which is fully wheelchair accessible. Elsewhere, hearings are held in local venues which are not all so accessible and the case officers will find it useful to know if you or anyone you want to come to the hearing with you has any special requirements of this kind.

15. CHECKLIST

Please check that you have completed this form fully. The Tribunal will not process your application until this has been done and it has both a copy of the lease and the application fee (if applicable):

A copy of the lease(s) is/are enclosed.

A crossed cheque or postal order for the application fee of £100 (if applicable) is enclosed. Please put your name and address on the back of any cheque you send.

DO NOT send cash under any circumstances. Cash payment will not be accepted.

Fees should be paid by a crossed cheque made payable to, or a postal order drawn in favour of, HM Courts and Tribunals Service.

Please note where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

Help with Fees

If you think you may be entitled to a reduced fee, the guide EX160A 'Apply for help with court, tribunal and probate fees' outlines how you can submit an application for Help with Fees.

You can submit your Help with Fees application online at www.gov.uk/help-with-court-fees or by completing the form EX160 'Apply for help with fees'. You can get a copy of the 'Apply for help with fees' form online at www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees or from your regional tribunal office.

If you have completed an online application for Help with Fees please enter the reference number you have been given here.

H W F - -

If you have completed form EX160 "Apply for Help with Fees" it must be included with your application.

The 'Apply for help with fees' form will not be copied to other parties.

If you are making several applications at the same time, even if you are using different application forms or the applications relate to different parts of the Tribunal's jurisdiction, you do not have to pay a separate fee for each application. The overall fee will be the biggest of the fees payable for each application on its own.

16. STATEMENT OF TRUTH

The statement of truth must be signed and dated.

I believe that the facts stated in this application are true.

Signed:

Dated: 25/04/19

SERVICE CHARGES IN QUESTION

Please use the space below to provide information regarding each of the years mentioned in section 7 of the main application form.

You will be given an opportunity later to give further details of your case and to supply the Tribunal with any documents that support it. At this stage you should give a clear outline of your case so that the Tribunal understands what your application is about. **Please use one sheet per year.**

The year in question 2013 - 2018

A list of the items of service charge that are in issue (or relevant) and their value

2013 - 2014:

Gardening
Water Tank Repairs
Cleaning Internal
Refuse Collection
Management Fees
Roof & Gutter & Drains repairs
Balcony Repairs
Cleaning Grounds
Drains Cleaning

2014 - 2015

Electricity common parts
Gardening & Cleaning Grounds
Blocked Drains
Roof Repairs
Front Door repairs
Door Repairs
Cleaning Internal
Refuse Collection
Management Fees

2015 - 2016

Electricity common parts
Gardening
Light bulbs/fuses
Cleaning Internal

Blocked drains and repair waste pipe

Management fees

Roof repairs

Rodent control

Driveway maintenance

2016 - 2017

Gardening and Cleaning Grounds

Electricity common parts

Cleaning Internal and External

Refuse Collection

Refuse bins metal

Roof repairs

Surveyors fees

Door and intercom repair

Drains cleaning/ repair

Management Fees

Rodent Control

Clearing site of waste and coordinate gas works

Communal door and gate lock, fence vandalism

Metal gate payment

Security improvements

2017 - 2018

Gardening and clearing grounds

Internal Cleaning

External Cleaning

Refuse Collection

Entryphone

General Maintenance

Major works

Management fee

Emergency repairs

Water Tank Maintenance

Roof repair / reserve fund

Drains repair

Roof survey
Rodent control
Gutter clearing
Intercom repairs

Description of the question(s) you wish the Tribunal to decide:

Whether service charges for the above are payable because the applicants do not accept that the landlord has incurred all the costs which it seeks to charge by way of service charges and, if they are payable, in what amount limited to what is reasonable.

Any further comments you may wish to make:

ANNEX: Addresses of Tribunal Regional Offices

NORTHERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, 1st Floor, Piccadilly Exchange, Piccadilly
Plaza, Manchester M1 4AH

Telephone: 01612 379491
Fax: 01264 785 128

This office covers the following Metropolitan districts: Barnsley, Bolton, Bradford, Bury, Calderdale, Doncaster, Gateshead, Kirklees, Knowsley, Leeds, Liverpool, Manchester, Newcastle-upon-Tyne, Oldham, Rochdale, Rotherham, St. Helens, Salford, Sefton, Sheffield, Stockport, Sunderland, Tameside, Trafford, Tyneside (North & South), Wakefield, Wigan and Wirral.

It also covers the following unitary authorities: Hartlepool, Middlesbrough, Redcar and Cleveland, Darlington, Halton, Blackburn with Darwen, Blackpool, Kingston-upon-Hull, East Riding of Yorkshire, Northeast Lincolnshire, North Lincolnshire, Stockton-on-Tees, Warrington and York.

It also covers the following Counties: Cumbria, Durham, East Cheshire, Lancashire, Lincolnshire, Northumberland, North Yorkshire and West Cheshire.

MIDLAND REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Centre City Tower, 5-7 Hill Street,
Birmingham, B5 4UU

Telephone: 0121 600 7888

Fax: 01264 785 122

This office covers the following Metropolitan districts: Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall and Wolverhampton.

It also covers the following unitary authorities: Derby, Leicester, Rutland, Nottingham, Herefordshire, Telford and Wrekin and Stoke-on-Trent.

It also covers the following Counties: Derbyshire, Leicestershire, Nottinghamshire, Shropshire, Staffordshire, Warwickshire and Worcestershire.

EASTERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Cambridge County Court, 197 East Road
Cambridge, CB1 1BA

Telephone: 01223 841 524

Fax: 01264 785 129

DX 97650 Cambridge 3

This office covers the following unitary authorities: Bracknell Forest, West Berkshire, Reading, Slough, Windsor and Maidenhead, Wokingham, Luton, Peterborough, Milton Keynes, Southend-on-Sea and Thurrock.

It also covers the following Counties: Bedfordshire, Berkshire, Buckinghamshire, Cambridgeshire, Essex, Hertfordshire, Norfolk, Northamptonshire, Oxfordshire and Suffolk.

SOUTHERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Havant Justice Centre, The Court House,
Elmleigh Road, Havant, Hants, PO9 2AL

Telephone: 01243 779 394

Fax: 0870 7395 900

This office covers the following unitary authorities: Bath and Northeast Somerset, Bristol, North Somerset, South Gloucestershire, Bournemouth, Plymouth, Torbay, Poole, Swindon, Medway, Brighton and Hove, Portsmouth, Southampton and the Isle of Wight.

It also covers the following Counties: Cornwall and the Isles of Scilly, Devon, Dorset, East Sussex, Gloucestershire, Hampshire, Kent, Somerset, Surrey, West Sussex and Wiltshire.

LONDON REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, 10 Alfred Place, London WC1E 7LR

Telephone: 020 7446 7700

Fax: 01264 785 060

DX 134205 Tottenham Court Road 2

This office covers all the London boroughs.

The Ministry of Justice and HM Courts and Tribunals Service processes personal information about you in the context of tribunal proceedings.

For details of the standards we follow when processing your data, please visit the following address <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

To receive a paper copy of this privacy notice, please call 0300 123 1024/ Textphone 18001 0300 123 1024.

From: Spyridon Leoussis sleoussis@nwlsolicitors.co.uk

Subject: RE: Proof of Fraud by Bowri

Date: 4 July 2019 at 13:40

To: Deepak Dhayatker deepakcdo@gmail.com

Cc: Matthew Lynch matthewlynch61@hotmail.com, T Adam Blyskosz Clifford Court Landlord adbly@hotmail.com, T Clifford Court Neighbour - Jimmy annemariemch@gmail.com, T Clifford Court Leasholder 12 Shkelzen Bardhoshi shkelzenbardhoshi@gmail.com, T Mita Hirani Clifford Court Neighbour mita@cwmortgagesolutions.co.uk, leenasequeira78@gmail.com, Ram Gupta ramgupta@hotmail.com

SL

Dear All,

See email from the barrister summarising today's CMC meeting as follows:

Morning, Spyridon. Mr Bowri attended this morning

At my invitation the judge has ordered full disclosure by D of all invoices by 15.8.19 (not just those amounting to £200 or more, because of the risk that things like contract cleaning might amount over the course of a year to £x000s, but individual invoices would be sometimes less than £200). She has also ordered that Mr Bowri reveals records of service charges applied to the properties in which he has an interest (flats 9, 20, 21, 23), and that the CMC is adjourned.

The idea behind all of this derives from a) the potential scale of the evidence and disputes arising out of it, not just in terms of paperwork but also in terms of possible witnesses, and b) I could see little point in an order for simultaneous exchange of disclosure and evidence given that we need to see what material D has in order to tackle it, to focus on substantive disputes and to work out how most efficiently to deploy our evidence, or bare assertion (if that is what it is) that at least 90 per cent of the work said to have been done courtesy of the service charge was in fact never done. The tribunal is not going to be keen to have 10 witnesses, if it can be avoided.

Thus, when disclosure is made, no later than 15.8.19, there is going to have to be a period of intense activity on our side to pin down how we want to proceed. The judge wants us to apply to relist the adjourned CMC no later than 15.9.19, ideally having identified the evidence we want to deploy and with a view to laying down a timetable to resolve the dispute.

Separately, and as predicted, Mr Bowri did indeed raise the question of Clifford Court Management Company being the correct D. Initially the judge took this assertion at face value and was going to substitute it. I then explained that he'd done this previously, that the previous tribunal had concluded ASB was the correct D and that CCMC was in fact dormant. She spent some time going through the documentation and satisfied herself that ASB is the lessor and correct D and seemed rather suspicious of Mr Bowri trying to row ASB out of it, but ended up concluding that if he wants to add CCMC as a defendant there is no harm in it.

Finally, I query whether the nature of what is being said here by the leaseholders is really a 'reasonableness' case for the purposes of the tribunal. Fundamentally, they are alleging fraud. I did not raise this with the judge, and she did not say anything about it to me - plus, I imagine your clients prefer the relative costs protection of the tribunal. But, perhaps depending on the vigour with which they pursue that basic allegation, it is possible a future judge will decide it is not a case fit for the tribunal and ought to be transferred to the county court and wholly repleaded. I hope I am wrong, but I do think it is a risk to be aware of. Stephen.

Stephen Willmer

Kind regards,

Spyridon Leoussis

Partner

NWL Solicitors

9 Hampstead West

224 Iverson Road

London NW6 2HL

DX: 53656 West Hampstead

Tel.: 0207 328 2929

DDI: 0207 644 9931

Fax.: 0207 625 2844

Web: www.nwlsolicitors.co.uk



NWL SOLICITORS



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From: Spyridon Leoussis

Sent: 03 July 2019 17:00

To: 'Deepak Dhayatker' <deepakcdo@gmail.com>

Cc: Matthew Lynch <matthewlynch61@hotmail.com>; T Adam Blyskosz Clifford Court Landlord <adbly@hotmail.com>; T Clifford Court Neighbour - Jimmy <annemariemch@gmail.com>; T Clifford Court Leasholder 12 Shkelzen Bardhoshi <shkelzenbardhoshi@gmail.com>; T Mita Hirani Clifford Court Neighbour <mita@cwmortgagesolutions.co.uk>; leenasequeira78@gmail.com; Ram Gupta <ramgupta@hotmail.com>

Subject: RE: Proof of Fraud by Bowri

Hi Deepak,

As advised previously, we shall be seeking this as part of the disclosure but it is up to ASB to actually disclose this, if he does not we highlight this to court as him lacking evidence to support his case (although as claimants the burden of proof lies with you). I repeat that the claim is that the fees are unreasonable he will logically need to prove they are not by showing this evidence.

Kind regards,

Spyridon Leoussis

Partner

NWL Solicitors

9 Hampstead West

224 Iverson Road

London NW6 2HL

DX: 53656 West Hampstead

Tel.: 0207 328 2929

DDI: 0207 644 9931

Fax.: 0207 625 2844

Web: www.nwlsolicitors.co.uk



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DISCREPANCIES CONCERNING CLIFFORD COURT, TANFIELD AVENUE, LONDON NW10

GENERAL ISSUES:

- ! Sanjay Bowry, understood to be freeholder's son, is owner/director of SKB Management Ltd. There are numerous invoices from SKB Property Maintenance. Are these entities one and the same?
- ! Cannot find any online presence for most of the Property maintenance companies that invoiced for alleged repairs / maintenance (i.e. Oak Facilities Management, Tam Property Services, F Alonzo Property Maintenance, City Property Maintenance).
- ! Failed to provide evidence that ASB's 4 flats have actually paid service charge and ground rent; it just shows ASB's demands; not the leaseholders' payments.

25th JUNE 2013 – 24th JUNE 2014

1. Two invoices for drain unblocking from March 2014 missing header and company information; need to be provided in full.
2. Invoice for drain unblocking from December 2013 missing header and company information. Looks to be similar invoice to those from March 2014 mentioned above; need to be provided in full.
3. Invoice for water leak dated before commencement of period in question (Jun 25th, 2013 – Jun 24th, 2014). Invoice no. 0011 dated June 10th, 2013. This should therefore not have been included in the service charge; please explain
4. Second invoice for water leak also dated before commencement of same period. Invoice no. 0012 dated 10th June 2013. This should therefore not have been included in the service charge; please explain.

25th JUNE 2014 – 24th JUNE 2015

1. Oak Facilities Management Invoice dated 30th December 2014 for grounds maintenance claims for July 2014 five separate times. Is this correct? Why where there so many occasions for ground maintenance in July 2014 and yet billed nearly half a year later?
2. EDF electricity bill dated 12th March 2015 charges a total of £2,033.25. Backdated electricity charges almost four years to 1st November 2011 (1,213 days). Pro rata this should have been charged out at £163.38 per building, not £508.31 per building; please explain error.

25th JUNE 2015 – 24th JUNE 2016

1. No invoice for cleaning of communal areas from January 2016 – June 2016, but statements of expenditure total £1,200 for the service when it should only be £600. Invoice for July 2015 – December 2015 says invoice lost in post (dated 30th December 2015) however a copy should be easily obtainable from Oak Facilities Management if correct.

2. No invoice for gardening from January 2016 – June 2016, but statements of expenditure total £2,640 for the service, when only £1,920 is accounted for in invoices. Overcharged by £720. Invoice of Oak Facilities Management for July 2015 – December 2015 says invoice lost in post (dated 30th December 2015) however a copy should be easily obtainable from Oak Facilities Management if correct.
3. No electricity bill, only letter from EDF energy saying bill must be paid (dated 14th August 2015); was this paid?
4. No invoices in period to corroborate £815 charge to flats 20-25 for ‘Security work – block gate, side entrance and fence’; needs to be provided as no such work was done.

25th JUNE 2016 – 24th JUNE 2017

1. Statements of expenditure for Flats 1-6, 7-12, and 14-19 all show charges of £244.80 for ‘Refuse bins – metal’, however there are no invoices to corroborate this; needs to be provided.
2. Statement of expenditure for Flats 1-6 shows claim of £85 for roof repairs. There is no invoice to corroborate this, however invoice dated 6th December 2016 amounts to £85 and is otherwise unaccounted for; please clarify.
3. Statement of expenditure for Flats 7-12 show two claims for £60 each entitled ‘Door repairs’ and ‘Repair front door’. There is only one invoice from Tam Property Services for £60 (dated 30th March 2017); was this further £60 charged in error?
4. Statements of expenditure for Flats 1-6, 7-12, and 20-25 show claims for ‘light bulbs, fittings, fuses, ‘light bulbs + fuses’, and ‘light repairs totalling £165, however, the only unaccounted for invoice is dated 30th March 2017 for ‘Supply and fit new PIR motion light fitting in front of Flat 7’ for £45; £165 charged in error?

25th JUNE 2017 – 24th JUNE 2018

1. Charged total of £909 for ‘Refuse collection and External cleaning’ to Flats 1-6, 7-12, and 14-19, but invoices totalled only £789. Overcharged by £120. Invoices dated 15th July, 9th October, 9th March, and 24th April; please explain.

From: Spyridon Leoussis sleoussis@nwlsolicitors.co.uk 
Subject: Tribunal claim disputing reasonableness of service charge - LON/ooAE/LSC/2019/0210
Date: 20 September 2019 at 13:54
To: ASB Property Management asbpropertymgt@gmail.com

SL

Dear Mr Bowry,

Further in the above matter please provide me with your response to the attached discrepancies noted from your disclosure documents.

Kind regards,

Spyridon Leoussis

Partner

NWL Solicitors

9 Hampstead West
224 Iverson Road
London NW6 2HL
DX: 53656 West Hampstead
Tel.: 0207 328 2929
DDI: 0207 644 9931
Fax.: 0207 625 2844
Web: www.nwlsolicitors.co.uk



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SC Account
Discre...s.docx

From: Spyridon Leoussis sleoussis@nwlsolicitors.co.uk 
Subject: FW: Tribunal claim disputing reasonableness of service charge - LON/ooAE/LSC/2019/0210
Date: 4 October 2019 at 10:15
To: Richard Bridges richard@kirkwoods-solicitors.co.uk

SL

Dear Richard,

Not sure if you are dealing with the above claim on behalf of ASB but thought I'd forward to you too in case you are.

Kind regards,

Spyridon Leoussis

Partner

NWL Solicitors

9 Hampstead West
224 Iverson Road
London NW6 2HL
DX: 53656 West Hampstead
Tel.: 0207 328 2929
DDI: 0207 644 9931
Fax.: 0207 625 2844
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From: Spyridon Leoussis

Sent: 03 October 2019 09:17

To: ASB Property Management <asbpropertymgt@gmail.com>

Subject: RE: Tribunal claim disputing reasonableness of service charge -
LON/ooAE/LSC/2019/0210

Dear Mr Bowry,

I would appreciate your prompt response to my email below in order to determine what issues there are for the CMC.

Kind regards,

Spyridon Leoussis

Partner

NWL Solicitors

9 Hampstead West
224 Iverson Road
London NW6 2HL
DX: 53656 West Hampstead
Tel.: 0207 328 2929
DDI: 0207 644 9931
Fax.: 0207 625 2844
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From: Spyridon Leoussis
Sent: 20 September 2019 13:54
To: ASB Property Management <asbpropertymgt@gmail.com>
Subject: Tribunal claim disputing reasonableness of service charge - LON/ooAE/LSC/2019/0210

Dear Mr Bowry,

Further in the above matter please provide me with your response to the attached discrepancies noted from your disclosure documents.

Kind regards,

Spyridon Leoussis
Partner
NWL Solicitors
9 Hampstead West
224 Iverson Road
London NW6 2HL
DX: 53656 West Hampstead
Tel.: 0207 328 2929
DDI: 0207 644 9931
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MR SUKESH BOWRY
ACTIVE 31 Kendal Road, Dollis Hill, London, NW10 1JG



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SUMMARY COMPANIES FINANCIALS CREDIT RISK RELATED DIRECTORS

MR SUKESH BOWRY

Companies & Appointments

Company Name	Company Status	Position	Appointed	Resigned
FORWARDGILT LIMITED	Active	Director	01/11/91	
A.S.B. PROPERTY MANAGEMENT LIMITED	Active	Director	25/07/01	
CLIFFORD COURT MANAGEMENT CO. LIMITED	Active	Director	22/12/10	



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MR SANJAY BOWRY

ACTIVE 28 Castle Mews St. Thomas Street, Oxford, OX1 1JR

SUMMARY COMPANIES FINANCIALS CREDIT RISK RELATED DIRECTORS

Buy report Watch



Companies & Appointments

Company Name	Company Status	Position	Appointed	Resigned
FORWARDGILT LIMITED	Active	Director	02/12/13	
A.S.B. PROPERTY MANAGEMENT LIMITED	Active	Director	02/12/13	
TENTELENI	Active	Director	14/09/15	09/07/18
SKB MANAGEMENT LIMITED	Active	Director	19/10/15	
COHORT APP LTD.	Dissolved	Director	09/12/15	



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

Case reference	:	LON/ooAE/LSC/2019/0210
Property	:	Clifford Court, Tanfield Avenue, London NW2 7RY
Applicant	:	Mr Matthew Lynch and 9 other leaseholders (as per the application)
Representative	:	Mr Deepak Dhayatker (flat 11)
Respondent	:	AASB Property Management Limited (1) Clifford Court Management Co. Ltd (2)
Representative	:	Mr Bowry Director of both Respondent Companies
Type of application	:	Liability to pay service charges
Tribunal member(s)	:	Tribunal Judge Dutton
Venue	:	10 Alfred Place, London WC1E 7LR
Date of Directions	:	17th October 2019

DIRECTIONS

**The parties may agree between themselves any reasonable change
to the dates in these Directions EXCEPT for the date of sending the
bundles and the hearing date/s.**

Full hearing (time/date):	<i>23rd and 24th January 2020 commencing at 10.00am</i>
Inspection (time/date):	<i>To be arranged by the tribunal at the hearing, if required</i>

Background

- (1) The applicants seek a determination under section 27A of the Landlord and Tenant Act 1985 as to whether service charges are payable.
- (2) The applicant also seeks an order for the limitation of the applicant's costs in the proceedings under section 20C of the Landlord and Tenant Act 1985 and an order to reduce or extinguish the tenant's liability to pay an administration charge in respect of litigation costs, under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.
- (3) An oral case management hearing took place attended by Mr Bowry only. These directions have been drawn up in consultation with him. The hearing date has been fixed by the tribunal. If any party considers the date to be unacceptable they must notify the tribunal before the end of November with an explanation as to why and with alternative dates.
- (4) By a letter dated 10th October 2019 NWL Solicitors indicated that they were no longer acting for the applicants and that instead Mr Deepak Dhayatker the leaseholder of flat 11 was the main contact for the applicants. His email address is deepackcdo@gmail.com.
- (5) At the case management hearing Mr Bowry told me that ASB Property Management Limited (ASB) had undertaken some management responsibilities at the behest of the leaseholders but that last summer Colin Bibra was engaged as the managing agent for Clifford Court Management Limited, the company under the lease that appears to be tasked with managing the development. The development consists of 4 blocks of 6 flats in each block. Mr Bowry is a director of both and is the party to whom documents should be sent on behalf of both respondents. However, he has no email facility and accordingly the email address of Colin Bibra should be used as appropriate. That is management@colinbibra.com. The communications should be for the attention of Mr Michael Hadi-Talab. At the moment there does not appear to be any conflict between the respondents. If that position changes the respondents should notify the tribunal. In the meantime the directions apply to both respondents jointly.
- (6) It is noted that Mr Bowry owns flats 9, 20, 21 and 23.
- (7) The tribunal has identified the following issues to be determined:
 - The payability and reasonableness of service charges for the years 2013-14 to 2018-19, including in the year 2017-18 major works
 - whether the respondents has complied with the consultation requirement under section 20 of the 1985 Act
 - whether the works are within the respondents' obligations under the lease/ whether the cost of works are payable by the leaseholders

- whether the costs of the works are reasonable, in particular in relation to the nature of the works, the contract price and the supervision and management fee
 - whether an order under section 20C of the 1985 Act and/or paragraph 5A of Schedule 11 to the 2002 Act should be made
 - whether an order for reimbursement of application/ hearing fees should be made
- (8) The parties are referred to the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 for guidance on how the application will be dealt with.
- (9) Documents prepared for the tribunal should be easy to read. If possible, they should be typed and use a font-size of not less than 12.

DIRECTIONS

This case is to be determined at a hearing and details of that hearing are provided below.

Preparation for the hearing by both parties

Disclosure

1. The respondents, through Mr Bowry, assert, that pursuant to the directions of Judge Carr dated 4th July 2019, copies of all relevant service charge accounts and estimates for the years in dispute (audited and certified where so required by the lease), together with all demands for payment and details of any payments made have been provided to solicitors then acting for the applicants on or about 14th August 2019.

The applicants' case

2. **By 8th November 2019** the applicants shall send to the respondents:
 - a **schedule** in the form attached to these directions, completed by the applicants setting out in the relevant column, by reference to **each service charge year**:
 - the item and amount in dispute;
 - the reason(s) why the amount is disputed; and
 - the amount, if any, the applicant would pay for that item.

The completed schedule must be sent to the respondents **by post** and should be sent in electronic format **by email, if possible**. (see above) 50

- **copies** of any **alternative quotes** or other **documents** (including any colour photographs) upon which the applicants intend to rely.
- a **statement** (if not already contained within the applicants' comments in the schedule) setting out:
 - the relevant service charge provisions in the lease;
 - any legal submissions in support of the challenge to the service charges claimed, including argument, if liability to pay is at issue.
- any signed **witness statements** of fact upon which the applicants rely.

The respondents' case

3. By 29th November 2019 the respondents shall send to the applicants:

- the applicants' **schedule**, having completed the column for the respondents' comments with the respondents' responses to the issues raised by the applicants in relation to the disputed service charge items.
- **copies** of **invoices** relating to the matters disputed by the applicants in the schedule, together with any other **documents** (including any colour photographs) upon which the respondents intend to rely.
- a **statement** (if not already contained within the respondents' comments in the schedule) setting out:
 - the relevant service charge provisions in the lease;
 - any legal submissions in support of the service charges claimed, including argument, if liability to pay is at issue.
- any signed **witness statements** of fact upon which the respondents rely.

The applicants' reply

4. By 13th December 2019 the applicant may send a brief supplementary reply to the respondents, intended to narrow the issues between the parties.

Experts

5. If any party wishes to rely on expert evidence, they must apply to the tribunal for permission to do so.

Documents for the hearing/ determination

6. The applicants shall be responsible for preparing the bundle of relevant documents (in a file, with index and page numbers) and shall by **10th January 2020** send **one** copy to the respondents and send **four** copies to the tribunal.
7. If the parties are unable to agree a single bundle, then each party shall send **two** copies of their own bundle (filed, with index and page numbers) to the other party with **four** copies to the tribunal by **10th January 2020**.
8. Only those documents sent in bundles are likely to be before the tribunal at the full hearing and parties should not send documents "piecemeal" to the case officer.
9. The bundle shall contain copies of:
 - the application with documents enclosed;
 - these directions and any subsequent directions;
 - the completed schedule of items in dispute;
 - the parties statement(s);
 - any statement(s) in reply;
 - all relevant invoices in relation to the disputed costs;
 - all relevant accounts;
 - any other documents on which either party wishes to rely (including, where relevant, any good quality, colour photographs);
 - any signed witness statements;
 - any expert reports (if permission has been given by the tribunal);
 - the lease or specimen lease and a schedule of any relevant variations in other leases, whether by deed or in the original lease;
 - a copy of any written quotation/ alternative estimate;
 - the consultation notices, including section 20 notices;
10. Any application in respect of reimbursement of fees will be dealt with at the hearing and the parties may wish to make written representations on this and on any section 20C application and/or paragraph 5A application made in their statements, or make oral representations at the end of the hearing.

Determination

11. **The hearing shall take place on 23rd January 2020 and continuing on 24th January 2020 at 10 Alfred Place, London** 52

12. The hearing is estimated to last for two days. The hearing should end in time for the tribunal to deliberate on its decision. If either party considers this is an unrealistic estimate, they should write to the tribunal (and send a copy to the other party(ies) explaining why two weeks prior to the hearing date.
13. The tribunal does not consider an inspection will be needed but if one becomes necessary the tribunal will arrange a time to inspect the property with the parties during the hearing.

Name: Tribunal Judge Dutton **Date:** 17th October 2019

[Schedule attached]

NOTES

- (a) Whenever you send a letter or email to the tribunal you must also send a copy to the other parties and note this on the letter or email.
- (b) If the applicant fails to comply with these directions the tribunal may strike out all or part of their case pursuant to rule 9(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the 2013 Rules").
- (c) If the respondent fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules.



**HM Courts
& Tribunals
Service**

**Property Chamber
London Residential Property
First-tier Tribunal**

10 Alfred Place, London, WC1E 7LR
Telephone: 020 7446 7700
Facsimile: 01264785060
E-mail: rplondon@hmcts.gsi.gov.uk
DX: 134205 Tottenham Court Road 2

Direct Line: 020 7446 7703

Mr Deepak Ramesh Kashinath Dhayatker
Second Floor Flat,
21 St. Julians Road
Kilburn
London
NW6 7LA

Your ref:
Our ref: LON/00AE/LSC/2019/0210

Date: 18 October 2019

Dear Mr Dhayatker

RE: Landlord & Tenant Act 1985 - Section 27A(1)

PREMISES: Clifford Court, Tanfield Avenue, London, NW2 7RY

Following the case management conference on 17 October 2019, the Tribunal has issued the enclosed Directions. They concern the preparation of the parties' cases for the full hearing before the Tribunal. A copy of the document is being sent to the Respondents.

I would draw your attention to the hearing details contained within the Directions. A hearing fee of £200 is payable and must be paid in full within 14 days of the date of this letter. I should be grateful if you would send a cheque or postal order payable to HMCTS to this address together with enclosed reply slip. **If the fee remains unpaid for a period of 14 days after the due date the application may be treated as withdrawn and the hearing cancelled.**

Yours sincerely

**Ms Kim Harry
Case Officer**

Reply To: Ms Kim Harry

London Residential Property First-tier Tribunal 10 Alfred Place, London, WC1E 7LR

Ref: LON/00AE/LSC/2019/0210

RE: Landlord & Tenant Act 1985 - Section 27A(1)

PREMISES: Clifford Court, Tanfield Avenue, London, NW2 7RY

Hearing Date: 23 & 24 January 2020

I enclose a cheque/postal order made payable to **HMCTS** for £..... in respect of the above hearing.

Signed:

Print Name:.....

Date:

From: Michael Hadi-Talab michael@colinbibra.com 
Subject: RE: Court order - Urgent replies required - do not ignore
Date: 5 December 2019 at 14:21
To: Deepak Dhayatker deepakcdo@gmail.com, John Bishop johnbishop@colinbibra.com



Hi Deepak,

As per my earlier email, our client has instructed that we do not correspond with you directly in respect to any matters which are subject to litigation.

Kind regards,

Michael Hadi-Talab, AIRPM | Head of Estate Management

204 Northfield Avenue, Ealing, London, W13 9SJ United Kingdom

T 020 8567 0077

www.colinbibra.com

COLIN BIBRA



Residential Sales – Residential & Corporate Lettings – Commercial Lettings & Sales – Property & Estate Management

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From: Deepak Dhayatker <deepakcdo@gmail.com>
Sent: 05 December 2019 11:31
To: Michael Hadi-Talab <michael@colinbibra.com>; John Bishop <johnbishop@colinbibra.com>
Subject: Re: Court order - Urgent replies required - do not ignore

Hi Michael

Can you please reply to this. You have ignored this for too long now.

Thanks
deepak

On 4 Nov 2019, at 11:35, Deepak Dhayatker <deepakcdo@gmail.com> wrote:

Hi

So to whom will you respond?

You can see the court asked to contact you to get this information.

Sukesk is trying his malicious activity again by telling the court I should 57

contact you. And then he tells you that you should not respond to me .

The court have stated colin bibra to respond to us .

Can you escalate this to your director and clarify this.

Please reply asap

Thanks
Deepak

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: Michael Hadi-Talab <michael@colinbibra.com>
Date: 04/11/2019 10:20 (GMT+00:00)
To: 'Deepak Dhayatker' <deepakcdo@gmail.com>, 'John Bishop'
<johnbishop@colinbibra.com>
Subject: RE: Court order - Urgent replies required - do not ignore

Hi Deepak,

Please note our client has instructed that we do not correspond with you directly in respect to any matters which are subject to litigation.

Thank you.

Kind regards,

Michael Hadi-Talab, AIRPM | Head of Estate Management

204 Northfield Avenue, Ealing, London, W13 9SJ United Kingdom
T 020 8567 0077
www.colinbibra.com



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From: Deepak Dhayatker <deepakcdo@gmail.com>

Sent: 03 November 2019 09:51

To: Michael Hadi-Talab <michael@colinbibra.com>; 'John Rishon'

johnbishop@colinbibra.com

Subject: RE: Court order - Urgent replies required - do not ignore

Hi John

Since Michael is away can you urgently reply to this

Thabks
Deepak

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: Deepak Dhayatker <deepakcdo@gmail.com>
Date: 02/11/2019 11:44 (GMT+00:00)
To: Michael Hadi-Talab <michael@colinbibra.com>, 'John Bishop'
<johnbishop@colinbibra.com>
Subject: RE: Court order - Urgent replies required - do not ignore

Hi Michael.

We urgently need you for reply if you will provide proof of expenses before colin bibra to over the management of Clifford court.

I have to update our case worker at the tribunal court on the 7th November

Please reply asap

Thanks

Deepak

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: Deepak Dhayatker <deepakcdo@gmail.com>
Date: 21/10/2019 09:34 (GMT+00:00)
To: Michael Hadi-Talab <michael@colinbibra.com>
Subject: RE: Court order - Urgent replies required

So are you saying you will not respond to this as Sukesk will ignore your request till the day before the trial.

Or are you saying you will speak to sukesh and get back to us.

----- Original message -----

From: Michael Hadi-Talab <michael@colinbibra.com>
Date: 21/10/2019 08:58 (GMT+00:00)
To: 'Deepak Dhayatker' <deepakcdo@gmail.com>, 'John Bishop'
<johnbishop@colinbibra.com>
Subject: RE: Court order - Urgent replies required

Hi Deepak,

As this is a matter which is subject to litigation, we will take instructions from our client on the matter directly.

Thank you.

Kind regards,

Michael Hadi-Talab, AIRPM | Head of Estate Management

204 Northfield Avenue, Ealing, London, W13 9SJ United Kingdom

T 020 8567 0077

www.colinbibra.com



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From: Deepak Dhayatker <deepakcdo@gmail.com>

Sent: 21 October 2019 07:21

To: Michael Hadi-Talab <michael@colinbibra.com>; 'John Bishop'
<johnbishop@colinbibra.com>

Subject: Court order - Urgent replies required

Hi

As you know 8 leaseholders are taking sukesk to court for embezzling our services charges over a few years .

He told the court he has no email and you should be our contact for this query even though this is for embezzlement before you were appointed.

See paragraph 5 in the court document

Please confirm you have the replies to thr discrepancies asap or provide a

letter saying you are not responsible for charges before you took over.
You have said this before but we need a letter to send this to court.

Please reply asap

Please we have

Thanks

Deepak

Sent from my Samsung Galaxy smartphone.



Property Maintenance

ASB Property Management Ltd
31 Kendal Road
Dollis Hill
London NW10 1JG

37 Cranhurst Road
London NW2 4LL
Tel 07434 725054
Londonskb@gmail.com

Date: 10 September 2014

Invoice: 417

Rubbish Clearance

Clear grounds at Clifford Court including around garages of rubbish. Supply labour and truck. Extra charges for fridge/freezer and mattresses.



Cost for labour and truck £220.00

PAID



Property Maintenance

ASB Property Management Ltd
31 Kendal Road
Dollis Hill
London NW10 1JG

37 Cranhurst Road
London NW2 4LL
Tel. 07434 725054
Londonskb@gmail.com

Date: 12 January 2016

Invoice: 422

Rubbish Clearance

Supply labour and truck to clear away full truck load of rubbish from grounds and bin area.
Supplemental charges for fridge/freezer and mattresses.



Cost for labour and truck £225.00

PAID



Property Maintenance

ASB Property Management Ltd
31 Kendal Road
London NW10 1JG

37 Cranhurst Road
London NW2 4LL
Tel. 07434 725054
Londonskb@gmail.com

Invoice
Tax Date : 15 July 2016
Invoice No: 426

Property Maintenance at Clifford Court Neasden NW2

Description:

Due to the large volume of waste, mostly bulky furniture, send labour and requested M-Rubbish to send a pick-up truck to attend.

Total Cost £ 220.00

PAID



ASB Property Management Ltd
31 Kendal Road
Dollis Hill
London NW10 1JG

37 Cranhurst Road
London NW2 4LL
Tel. 07434 725054
Londonskb@gmail.com

Date: 1 June 2016

Invoice: 425

Metal Gates Cranfield Avenue

Site survey and prepare ground at position metal gate. Design, specify and produce manufacturing drawings.
Email suppliers spec. and go to tender. Short list suppliers.
Meet suppliers on site to confirm required spec. Meet suppliers at their factory and do site visits to for quality of work and customer is satisfied.
Project manage the supply and installation of gates to specification.
With door closer and Borg latch lock, combination code entry and combination code for exit.
Total cost of project £1500.00. Advance payment of 50% on placing order, remainder on completion.

First instalment £ 750.00

PAID



Property Maintenance

ASB Property Management Ltd
31 Kendal Road
London NW10 1JG

37 Cranhurst Road
London NW2 4LL
Tel. 07434 725054
Londonskb@gmail.com

Invoice

Tax Date : 25 August 2016
Invoice No: 427

Metal Gate at Clifford Court Cairnfield Avenue

Description:

Gate installation completed.

Site survey done and signed off.

Second (Final) instalment £ 750.00

PAIL

Appendix A Service Charge Bills

A.S.B. Property Management Ltd

31 Kendal Road
Dollis Hill
London NW10 1JG

Tel. 077 626 626 97

Mr Deepak Dhayatker
Second Floor Flat
21 St Julian's Road
London NW6 7LA

9 December 2016

Dear Mr Dhayatker,

RE: 11 Clifford Court, Tanfield Avenue, London NW2 7RY

This notice is served to the leaseholder: Mr Dhayatker
Name and address of property: 11 Clifford Court, Tanfield Avenue, London NW2 7RY

Rent:

Demand for rent for the Period: 25 December 2016 to 24 June 2017 for £ 25.00

Name and address to which payment is to be sent: ASB Property Management Ltd at the address shown above.

This notice has been served to you by ASB Property Management Ltd

Notes:

Administration costs are payable these are costs arising from non-payment of a sum due to the landlord or costs arising in connection with a breach of the lease. *For dealing with your solicitors; previous lessee's solicitors and dealing with all the related correspondence, text messages, emails and telephone calls.*

By the terms set out in your lease, payment for the maintenance and insurance on your property is now overdue. Full payment of £ 1950.00 must be made within 21 days of this notice being served. Failure to pay in full will result in additional legal charges.

Service Charge:

By the terms set out in your lease, payment for the maintenance and insurance on your property is now due and must be made within 21 days of this notice being served.

Demand for Service charge for the Period: 25 December 2016 to 24 June 2017 for £400.00

Administration Charge:

By the terms set out in your lease, administration costs have to be paid by the leaseholder.

Payment due from previous statement:	£ 1475.00
Amount due this statement	£ 425.00
Administration Charge	£ 50.00
Amount Paid:	£
Total now due	£ 1950.00

Enc. SECTION 21B OF THE LANDLORD AND TENANT ACT 1985 AND SECTION 153 & SCHEDULE 11(4) OF THE COMMONHOLD AND LEASEHOLD REFORM ACT 2002

Enc. Statement of Expenditure year to June 2016 & Insurance document

The Lessee, Flats 7-12
Clifford Court
Tanfield Avenue
Neasden NW2 7RY

STATEMENT OF EXPENDITURE - 25 June 2015 To 24 June 2016

	£
Insurance	2,079.54
Electricity common parts	366.56
Gardening	480.00
Light bulbs+fuses	150.00
Cleaning Internal	400.00
Refuse collection & external cleaning	95.00
Blocked drains & repair waste pipe	220.00
Accountancy	145.00
Management fees	800.00
Clifford Court Management Accounts and filing	15.00
Roof repairs	400.00
Rodent control	171.67
Repair front door	85.00
Driveway Maintenance	358.33
	<u>5,766.10</u>
Total Collectable 6 x 800	4,800.00
Surplus Brought Forward	<u>2,555.13</u>
	7,355.13
Total Expenditure for the year	5,766.10
Surplus Carried Forward	<u>1,589.03</u>

This statement of account was approved by the directors of ASB Property Management Ltd on 8 December 2016 and signed by the director of ASB Property Management Ltd.

S Bowry

ACCOUNTANTS REPORT TO
The Directors of ASB Property Management Ltd

We have examined the books and records of ASB Property Management Limited, managing agents in respect of the management of the company's properties at Clifford Court, Tanfield Avenue, London NW2 7RY, and have obtained such information and explanations as we have required.

In our opinion the above statement of expenditure for the year ended 24 June 2016 is properly drawn up in accordance therewith.

Udai Parmar & Co Ltd
29 New Way Road
London NW9 6PL
08 December 2016

Cairnfield Avenue
Neasden NW2 7PR

STATEMENT OF EXPENDITURE - 25 June 2016 To 24 June 2017

	£
Insurance	2,381.82
Electricity common parts	145.84
Gardening and cleaning grounds	1,200.00
Blocked drains	90.00
Keys	27.00
Accountancy	145.00
Management fees	800.00
Clifford Court Management Accounts and filing	15.00
Intercom repairs	30.00
Rodent control	280.00
Clear site of waste and coordinate gas works	250.00
Communal door and gate lock, fence vanadatism	765.00
Metal gate part payment	750.00
Light repairs	30.00
	<u>6,909.66</u>
Total Collectable 6 x 860	5,160.00
Surplus Brought Forward	<u>4,715.38</u>
	9,875.38
Total Expenditure for the year	<u>6,909.66</u>
Surplus Carried Forward	<u>2,965.72</u>

This statement of account was approved by the directors of ASB Property Management Ltd on 8 December 2017 and signed by the director of ASB Property Management Ltd.

S Bowry
S Bowry

ACCOUNTANTS REPORT TO
The Directors of ASB Property Management Ltd

We have examined the books and records of ASB Property Management Limited, managing agents in respect of the management of the company's properties at Clifford Court, Cairnfield Avenue, London NW2 7PR, and have obtained such information and explanations as we have required.

In our opinion the above statement of expenditure for the year ended 24 June 2017 is properly drawn up in accordance therewith.

Udai Parmar
Udai Parmar & Co Ltd
29 New Way Road
London NW9 6PL
04 December 2017

A.S.B. Property Management Ltd

31 Kendal Road
Dollis Hill
London NW10 1JG

Tel. 077 626 626 97

Mr M J Lynch
24 Clifford Court
Cairnfield Avenue
London NW2 7PR

5 December 2017

Dear Mr Lynch,

RE: 24 Clifford Court, Tanfield Avenue, London NW2 7PR

This notice is served to the leaseholder Mr M J Lynch

Name and address of property: 24 Clifford Court, Tanfield Avenue, London NW2 7PR

Rent:

Demand for rent for the Period: 25 December 2017 to 24 June 2018 for £ 50.00

Name and address to which payment is to be sent: ASB Property Management Ltd at the address shown above.

This notice has been served to you by ASB Property Management Ltd

Note:

Service Charge:

By the terms set out in your lease, payment for the maintenance and insurance on your property is now due and must be made within 21 days of this notice being served.

Demand for Service charge for the Period: 25 December 2017 to 24 June 2018 for £ 750.00

Administration Charge:

By the terms set out in your lease, administration costs have to be paid by the leaseholder.

Total Now due: **£ 800.00**

Enc. Statement of Expenditure year to June 2017 & Insurance document, S20 Notice.

SECTION 21B OF THE LANDLORD AND TENANT ACT 1985 AND SECTION 153 &
SCHEDULE 11(4) OF THE COMMONHOLD AND LEASEHOLD REFORM ACT 2002

Matthew J. Lynch

Trading, Profit & Loss account for the year ended 5th April 2017.

	£	£
Trading profit brought forward		18218
Expenses:		
Postage	79	
Stationery	62	
Computer consumables	343	
Website maintenance	327	
Telephone	2130	
Skype	51	
Television & video	163	
Visits to events	670	
UK public transport fares	1417	
UK car hire	644	
UK accommodation	1142	
Taxi	495	
Subsistence	182	
Travel insurance	13	
UK business motoring	747	
Accounts	490	
Bank charges	168	
Depreciation	2252	
Loan interest	720	
Advertising	191	
Professional subscription	487	
Equipment repairs	1161	
Insurance	86	
Heat & light	288	
Premises running costs	734	
Premises maintenance	146	
	<hr/>	
	15188	
	<hr/>	
Nett profit for the year		3030

The Lessees,
Flats 20-25
Clifford Court,
Cairnfield Avenue.
Neasden NW2 7PR.

**SCHEDULE OF ESTIMATED EXPENDITURE FOR 12
MONTHS TO 24.6.2008.**

Insurance	£1,600.00
Entryphone	£180.00
General Maintenance	£300.00
Major works	£400.00
Gardens	£650.00
Management fee	£600.00
Emergency repairs	£300.00
Cleaning	£240.00
Reserve fund for roof	£1,000.00
Total	£5,270.00

Service Charge: £870.00 per annum.

June 07. Payment £470.00 per flat.
**INCLUDES INSURANCE PREMIUM TO BE
PAID BEFORE AUGUST 2007**

December 07 Payment. £400.00 per flat.

The Lessees
Flats 20 - 25
Clifford Court
Tanfield Avenue
Neasden NW2 7RY

STATEMENT OF EXPENDITURE
25 JUNE 2006 TO 24 JUNE 2007

	£
Insurance	1,564.42
Gardening	280.00
Entry Phone	185.84
Management fees	600.00
Electricity common area	12.95
Cockroaches	80.00
Repairs drains	50.00
Repair waste pipe	50.00
Window repair	150.00
Roof repair	280.00
Fence repair	212.50
Paint hallway and door	1,350.00
Cleaning	120.00
Accountancy	146.87
Miscellaneous	129.00

Total expenditure for the year 5,211.58

Total collected	6 X 870	5,220.00
Deficit brought forward		<u>765.90</u>
		<u>5,985.90</u>
Total expenditure for the year		<u>5,211.58</u>
Surplus carried forward		<u>774.32</u>

ACCOUNTANTS REPORT

We have examined the books and records of ASB Property Management Limited, managing agents in respect of the company's properties at Clifford Court, Cranfield Avenue, London NW2 7PR, and have obtained such information and explanations as we have required.

In our opinion the above statement of expenditure for the year ended 24 June 2007 is properly drawn up in accordance therewith.

Udai Parmar & Co Ltd

Udai Parmar & Co Ltd
Chartered Accountants
29 New Way Road
Colindale
London NW9 6PL

The Lessees
 Flats 20 - 25
 Clifford Court
 Tanfield Avenue
 Neasden NW2 7RY

STATEMENT OF EXPENDITURE
 25 JUNE 2005 TO 24 JUNE 2006

	£
Insurance	1,539.50
Gardening	650.00
Entry Phone	179.21
Management fees	600.00
Electricity common area	28.67
Repairs drains	250.00
Cleaning	240.00
Accountancy	146.87
Miscellaneous	38.00
New Security Light	90.00
 Total expenditure for the year	<u>3,762.25</u>

Total collected	6 X 850	5,100.00
Deficit brought forward		-571.85
	4,528.15	
Total expenditure for the year		3,762.25
Surplus carried forward	765.90	

ACCOUNTANTS REPORT

We have examined the books and records of ASB Property Management Limited, managing agents in respect of the company's properties at Clifford Court, Tanfield Avenue, London NW2 7RY, and have obtained such information and explanations as we have required.

In our opinion the above statement of expenditure for the year ended 24 June 2006 is properly drawn up in accordance therewith.

Udai Parmar & Co Ltd

Udai Parmar & Co Ltd
Chartered Accountants
 29 New Way Road
 Colindale
 London NW9 6PL

The Lessees,
Flats 20-25
Clifford Court,
Cairnfield Avenue.
Neasden.NW2 7PR.

**SCHEDULE OF ESTIMATED EXPENDITURE FOR 12
MONTHS TO 24.6.2007.**

Insurance	£1,600.00
Entryphone	£180.00
General Maintenance	£300.00
Major works	£400.00
Gardens	£650.00
Management fee	£600.00
Emergency repairs	£300.00
Cleaning	£240.00
Reserve fund for roof	£1,000.00
Total	£5,270.00

Service Charge: £870.00 per annum.

June 06. Payment £470.00 per flat.
**INCLUDES INSURANCE PREMIUM TO BE
PAID BEFORE AUGUST 2006**

December 06 Payment. £400.00 per flat.

RESERVE FUND HELD IN BANK £765.90

The Lessees
Flats 20- 25
Clifford Court
Cairnfield Avenue
Neasden NW2 7PR

Estimate of Expenditure
25 June 2016 To 24 June 2017

Insurance	£2,200.00
Electricity Common parts	£350.00
Gardening and cleaning	£1,200.00
Roof Repair Chartered Survey Fee	£1,450.00
Roof Repair	£800.00
Drains	£200.00
Door and Intercom Repairs	£200.00
Accountancy	£150.00
Rat infestation control	£400.00
Security Improvements	£1,500.00
Management fee	£800.00
Total Expenditure for the year	£9,250.00
Total per flat	£1,541.67

The Lessees
Flats 20- 25
Clifford Court
Cairnfield Avenue
Neasden NW2 7PR

Estimate of Expenditure
25 June 2013 To 24 June 2014

Insurance	£1,500.00
Electricity Common parts	£50.00
Gardening & cleaning grounds	£700.00
External Repairs	£850.00
Drains Clearing	£200.00
Roof & Gutter Repair	£950.00
Balcony repairs	£900.00
Light Repair	£50.00
Accountancy	£160.00
Management fee	£520.00
Total Expenditure for the year	£5880.00
Total per flat	£980.00

The Lessees, Flats 20-25
Clifford Court
Cairnfield Avenue
Neasden NW2 7PR

STATEMENT OF EXPENDITURE - 25 June 2014 To 24 June 2015

	£
Insurance	1,936.11
Electricity common parts	508.31
Gardening and cleaning grounds	1,050.00
Blocked drains X 2	220.00
Roof repairs	470.00
Accountancy	145.00
Management fees	550.00
Clifford Court Management	15.00
Front door repairs	125.00
Intercom repairs	95.00
Rodent control	140.00
Light repairs	65.00
	<hr/>
	5,319.42
Total Collectable 6 x 800	4,800.00
Surplus Brought Forward	<hr/> 8,408.00
	<hr/> 13,208.00
Total Expenditure for the year	5,319.42
Surplus Carried Forward	<hr/> 7,888.58

This statement of account was approved by the directors of ASB Property Management Ltd on 2 December 2015 and signed by the director of ASB Property Management Ltd.

S Bowry
S Bowry

ACCOUNTANTS REPORT TO
The Directors of ASB Property Management Ltd

We have examined the books and records of ASB Property Management Limited, managing agents in respect of the management of the company's properties at Clifford Court, Cairnfield Avenue, London NW2 7PR, and have obtained such information and explanations as we have required.

In our opinion the above statement of expenditure for the year ended 24 June 2015 is properly drawn up in accordance therewith.

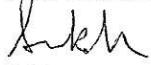
Udai Parmar & Co Ltd
Udai Parmar & Co Ltd
29 New Way Road
London NW9 6PL
02/12/2015

The Lessee, Flats 20-25
Clifford Court
Cairnfield Avenue
Neasden NW2 7PR

STATEMENT OF EXPENDITURE - 25 June 2016 To 24 June 2017

	£
Insurance	2,381.82
Electricity common parts	145.84
Gardening and cleaning grounds	1,200.00
Blocked drains	90.00
Keys	27.00
Accountancy	145.00
Management fees	800.00
Clifford Court Management Accounts and filing	15.00
Intercom repairs	30.00
Rodent control	280.00
Clear site of waste and coordinate gas works	250.00
Communal door and gate lock, fence vandalism	765.00
Metal gate part payment	750.00
Light repairs	30.00
	<hr/>
	6,909.66
Total Collectable 6 x 860	5,160.00
Surplus Brought Forward	<hr/> 4,715.38
	9,875.38
Total Expenditure for the year	6,909.66
Surplus Carried Forward	<hr/> 2,965.72

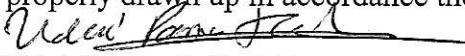
This statement of account was approved by the directors of ASB Property Management Ltd on 8 December 2017 and signed by the director of ASB Property Management Ltd.


S Bowry

ACCOUNTANTS REPORT TO
The Directors of ASB Property Management Ltd

We have examined the books and records of ASB Property Management Limited, managing agents in respect of the management of the company's properties at Clifford Court, Cairnfield Avenue, London NW2 7PR, and have obtained such information and explanations as we have required.

In our opinion the above statement of expenditure for the year ended 24 June 2017 is properly drawn up in accordance therewith.


Udai Parmar & Co Ltd
29 New Way Road
London NW9 6PL
04 December 2017

A.S.B. Property Management Ltd

31 Kendal Road
Dollis Hill
London NW10 1JG

Tel. 077 626 626 97

Mr Deepak Dhayatker
Second Floor Flat
21 St Julian's Road
London NW6 7LA

9 December 2016

Dear Mr Dhayatker,

RE: 11 Clifford Court, Tanfield Avenue, London NW2 7RY

This notice is served to the leaseholder: Mr Dhayatker

Name and address of property: 11 Clifford Court, Tanfield Avenue, London NW2 7RY

Rent:

Demand for rent for the Period: 25 December 2016 to 24 June 2017 for £ 25.00

Name and address to which payment is to be sent: ASB Property Management Ltd at the address shown above.

This notice has been served to you by ASB Property Management Ltd

Notes:

Administration costs are payable these are costs arising from non-payment of a sum due to the landlord or costs arising in connection with a breach of the lease. *For dealing with your solicitors; previous lessee's solicitors and dealing with all the related correspondence, text messages, emails and telephone calls.*

By the terms set out in your lease, payment for the maintenance and insurance on your property is now overdue. Full payment of £ 1950.00 must be made within 21 days of this notice being served. Failure to pay in full will result in additional legal charges.

Service Charge:

By the terms set out in your lease, payment for the maintenance and insurance on your property is now due and must be made within 21 days of this notice being served.

Demand for Service charge for the Period: 25 December 2016 to 24 June 2017 for £400.00

Administration Charge:

By the terms set out in your lease, administration costs have to be paid by the leaseholder.

Payment due from previous statement:	£ 1475.00
Amount due this statement	£ 425.00
Administration Charge	£ 50.00
Amount Paid:	£
Total now due	£ 1950.00

Enc. SECTION 21B OF THE LANDLORD AND TENANT ACT 1985 AND SECTION 153 & SCHEDULE 11(4) OF THE COMMONHOLD AND LEASEHOLD REFORM ACT 2002

Enc. Statement of Expenditure year to June 2016 & Insurance document

The Lessees, Flats 7-12
Clifford Court
Tanfield Avenue
Neasden NW2 7RY

STATEMENT OF EXPENDITURE - 25 June 2015 To 24 June 2016

	£
Insurance	2,079.54
Electricity common parts	366.56
Gardening	480.00
Light bulbs+fuses	150.00
Cleaning Internal	400.00
Refuse collection & external cleaning	95.00
Blocked drains & repair waste pipe	220.00
Accountancy	145.00
Management fees	800.00
Clifford Court Management Accounts and filing	15.00
Roof repairs	400.00
Rodent control	171.67
Repair front door	85.00
Driveway Maintenance	<u>358.33</u>
	<u>5,766.10</u>
Total Collectable 6 x 800	4,800.00
Surplus Brought Forward	<u>2,555.13</u>
	<u>7,355.13</u>
Total Expenditure for the year	<u>5,766.10</u>
Surplus Carried Forward	<u>1,589.03</u>

This statement of account was approved by the directors of ASB Property Management Ltd on 8 December 2016 and signed by the director of ASB Property Management Ltd.

S Bowry

ACCOUNTANTS REPORT TO
The Directors of ASB Property Management Ltd

We have examined the books and records of ASB Property Management Limited, managing agents in respect of the management of the company's properties at Clifford Court, Tanfield Avenue, London NW2 7RY, and have obtained such information and explanations as we have required.

In our opinion the above statement of expenditure for the year ended 24 June 2016 is properly drawn up in accordance therewith.

Udai Parmar & Co Ltd
29 New Way Road
London NW9 6PL
08 December 2016

A.S.B. Property Management Ltd

31 Kendal Road
Dollis Hill
London NW10 1JG

Tel. 077 626 626 97

Mr Deepak Dhayatker
Second Floor Flat
21 St Julian's Road
London NW6 7LA

9 December 2016

Dear Mr Dhayatker,

RE: 11 Clifford Court, Tanfield Avenue, London NW2 7RY

This notice is served to the leaseholder: Mr Dhayatker

Name and address of property: 11 Clifford Court, Tanfield Avenue, London NW2 7RY

Rent:

Demand for rent for the Period: 25 December 2016 to 24 June 2017 for £ 25.00

Name and address to which payment is to be sent: ASB Property Management Ltd at the address shown above.

This notice has been served to you by ASB Property Management Ltd

Notes:

Administration costs are payable these are costs arising from non-payment of a sum due to the landlord or costs arising in connection with a breach of the lease. *For dealing with your solicitors; previous lessee's solicitors and dealing with all the related correspondence, text messages, emails and telephone calls.*

By the terms set out in your lease, payment for the maintenance and insurance on your property is now overdue. Full payment of £ 1950.00 must be made within 21 days of this notice being served. Failure to pay in full will result in additional legal charges.

Service Charge:

By the terms set out in your lease, payment for the maintenance and insurance on your property is now due and must be made within 21 days of this notice being served.

Demand for Service charge for the Period: 25 December 2016 to 24 June 2017 for £400.00

Administration Charge:

By the terms set out in your lease, administration costs have to be paid by the leaseholder.

Payment due from previous statement:	£ 1475.00
Amount due this statement	£ 425.00
Administration Charge	£ 50.00
Amount Paid:	£
Total now due	£ 1950.00

Enc. SECTION 21B OF THE LANDLORD AND TENANT ACT 1985 AND SECTION 153 & SCHEDULE 11(4) OF THE COMMONHOLD AND LEASEHOLD REFORM ACT 2002

Enc. Statement of Expenditure year to June 2016 & Insurance document

The Lessees, Flats 7-12
Clifford Court
Tanfield Avenue
Neasden NW2 7RY

STATEMENT OF EXPENDITURE - 25 June 2015 To 24 June 2016

	£
Insurance	2,079.54
Electricity common parts	366.56
Gardening	480.00
Light bulbs+fuses	150.00
Cleaning Internal	400.00
Refuse collection & external cleaning	95.00
Blocked drains & repair waste pipe	220.00
Accountancy	145.00
Management fees	800.00
Clifford Court Management Accounts and filing	15.00
Roof repairs	400.00
Rodent control	171.67
Repair front door	85.00
Driveway Maintenance	<u>358.33</u>
	<u>5,766.10</u>
Total Collectable 6 x 800	4,800.00
Surplus Brought Forward	<u>2,555.13</u>
	<u>7,355.13</u>
Total Expenditure for the year	<u>5,766.10</u>
Surplus Carried Forward	<u>1,589.03</u>

This statement of account was approved by the directors of ASB Property Management Ltd on 8 December 2016 and signed by the director of ASB Property Management Ltd.

S Bowry

ACCOUNTANTS REPORT TO
The Directors of ASB Property Management Ltd

We have examined the books and records of ASB Property Management Limited, managing agents in respect of the management of the company's properties at Clifford Court, Tanfield Avenue, London NW2 7RY, and have obtained such information and explanations as we have required.

In our opinion the above statement of expenditure for the year ended 24 June 2016 is properly drawn up in accordance therewith.

Udai Parmar & Co Ltd
29 New Way Road
London NW9 6PL
08 December 2016

A.S.B. Property Management Ltd

31 Kendal Road
Dollis Hill
London NW10 1JG

Tel. 077 626 626 97

Mr Deepak Dhayatker
Second Floor Flat
21 St Julian's Road
London NW6 7LA

9 December 2016

Dear Mr Dhayatker,

RE: 11 Clifford Court, Tanfield Avenue, London NW2 7RY

This notice is served to the leaseholder: Mr Dhayatker

Name and address of property: 11 Clifford Court, Tanfield Avenue, London NW2 7RY

Rent:

Demand for rent for the Period: 25 December 2016 to 24 June 2017 for £ 25.00

Name and address to which payment is to be sent: ASB Property Management Ltd at the address shown above.

This notice has been served to you by ASB Property Management Ltd

Notes:

Administration costs are payable these are costs arising from non-payment of a sum due to the landlord or costs arising in connection with a breach of the lease. *For dealing with your solicitors; previous lessee's solicitors and dealing with all the related correspondence, text messages, emails and telephone calls.*

By the terms set out in your lease, payment for the maintenance and insurance on your property is now overdue. Full payment of £ 1950.00 must be made within 21 days of this notice being served. Failure to pay in full will result in additional legal charges.

Service Charge:

By the terms set out in your lease, payment for the maintenance and insurance on your property is now due and must be made within 21 days of this notice being served.

Demand for Service charge for the Period: 25 December 2016 to 24 June 2017 for £400.00

Administration Charge:

By the terms set out in your lease, administration costs have to be paid by the leaseholder.

Payment due from previous statement:	£ 1475.00
Amount due this statement	£ 425.00
Administration Charge	£ 50.00
Amount Paid:	£
Total now due	£ 1950.00

Enc. SECTION 21B OF THE LANDLORD AND TENANT ACT 1985 AND SECTION 153 & SCHEDULE 11(4) OF THE COMMONHOLD AND LEASEHOLD REFORM ACT 2002

Enc. Statement of Expenditure year to June 2016 & Insurance document

The Lessees, Flats 7-12
Clifford Court
Tanfield Avenue
Neasden NW2 7RY

STATEMENT OF EXPENDITURE - 25 June 2015 To 24 June 2016

	£
Insurance	2,079.54
Electricity common parts	366.56
Gardening	480.00
Light bulbs+fuses	150.00
Cleaning Internal	400.00
Refuse collection & external cleaning	95.00
Blocked drains & repair waste pipe	220.00
Accountancy	145.00
Management fees	800.00
Clifford Court Management Accounts and filing	15.00
Roof repairs	400.00
Rodent control	171.67
Repair front door	85.00
Driveway Maintenance	<u>358.33</u>
	<u>5,766.10</u>
Total Collectable 6 x 800	4,800.00
Surplus Brought Forward	<u>2,555.13</u>
	<u>7,355.13</u>
Total Expenditure for the year	<u>5,766.10</u>
Surplus Carried Forward	<u>1,589.03</u>

This statement of account was approved by the directors of ASB Property Management Ltd on 8 December 2016 and signed by the director of ASB Property Management Ltd.

S Bowry

ACCOUNTANTS REPORT TO
The Directors of ASB Property Management Ltd

We have examined the books and records of ASB Property Management Limited, managing agents in respect of the management of the company's properties at Clifford Court, Tanfield Avenue, London NW2 7RY, and have obtained such information and explanations as we have required.

In our opinion the above statement of expenditure for the year ended 24 June 2016 is properly drawn up in accordance therewith.

Udai Parmar & Co Ltd
29 New Way Road
London NW9 6PL
08 December 2016

A.S.B. Property Management Ltd

31 Kendal Road
Dollis Hill
London NW10 1JG

Tel. 077 626 626 97

Mr Deepak Dhayatker
Second Floor Flat
21 St Julian's Road
London NW6 7LA

FINAL DEMAND

5 December 2017

Dear Mr Dhayatker,

RE: 11 Clifford Court, Tanfield Avenue, London NW2 7RY

This notice is served to the leaseholder: Mr Dhayatker

Name and address of property: 11 Clifford Court, Tanfield Avenue, London NW2 7RY

Rent:

Demand for rent for the Period: 25 December 2017 to 24 June 2018 for £ 25.00

Name and address to which payment is to be sent: ASB Property Management Ltd at the address shown above.

This notice has been served to you by ASB Property Management Ltd

Notes:

Administration costs are payable these are costs arising from non-payment of a sum due to the landlord or costs arising in connection with a breach of the lease. *For dealing with your solicitors; previous lessee's solicitors and dealing with all the related correspondence, text messages, emails and telephone calls.*

By the terms set out in your lease, payment for the maintenance and insurance on your property is now overdue. Full payment of £1950.00 must be made within 21 days of this notice being served. Failure to pay in full will result in additional legal charges.

Service Charge:

By the terms set out in your lease, payment for the maintenance and insurance on your property is now due and must be made within 21 days of this notice being served.

Demand for Service charge for the Period: : 25 December 2017 to 24 June 2018 for £700.00

Administration Charge:

By the terms set out in your lease, administration costs have to be paid by the leaseholder.

Payment due from previous statement:	£ 825.00
Amount Paid:	£
Amount overdue previous statement:	£ 825.00
Amount due this statement	£ 725.00
Administration Charge	£ 30.00
Total now due	£ 1580.00

Enc. Statement of Expenditure year to June 2017 & Insurance document, S20 Notices.
SECTION 21B OF THE LANDLORD AND TENANT ACT 1985 AND SECTION 153 &
SCHEDULE 11(4) OF THE COMMONHOLD AND LEASEHOLD REFORM ACT 2002

0930 024 6883

The Lessees, Flats 7-12
Clifford Court
Tanfield Avenue
Neasden NW2 7RY

STATEMENT OF EXPENDITURE - 25 June 2016 To 24 June 2017

	£
Insurance	2,334.03
Electricity common parts	145.84
Gardening	480.00
Light bulbs+fuses	105.00
Cleaning Internal	400.00
Refuse collection & external cleaning	276.67
Refuse bins metal	244.80
Door repairs	60.00
Accountancy	145.00
Management fees	800.00
Clifford Court Management Accounts and filing	15.00
Rodent control	93.33
Repair front door	60.00
	<u>5,159.67</u>
Total Collectable 6 x 800	4,800.00
Surplus Brought Forward	<u>1,589.03</u>
	6,389.03
Total Expenditure for the year	5,159.67
Surplus Carried Forward	<u>1,229.36</u>

This statement of account was approved by the directors of ASB Property Management Ltd on 8 December 2017 and signed by the director of ASB Property Management Ltd.

S Bowry
S Bowry

ACCOUNTANTS REPORT TO
The Directors of ASB Property Management Ltd

We have examined the books and records of ASB Property Management Limited, managing agents in respect of the management of the company's properties at Clifford Court, Tanfield Avenue, London NW2 7RY, and have obtained such information and explanations as we have required.

In our opinion the above statement of expenditure for the year ended 24 June 2017 is properly drawn up in accordance therewith.

Udai Parmar
Udai Parmar & Co Ltd
29 New Way Road
London NW9 6PL
04 December 2017

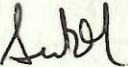
ASB Property Management Limited
31 Kendal Road
Dollis Hill
London
NW10 1JG

07th December 2017

Ref: Notice of Intention (Section 20 notice Appendix. 1)

To all leaseholders of Blocks A, B, C and Flats 1-19 Clifford Court, Tanfield Avenue, Neasden NW2 7RY and Block D Flats 20 – 25 Cairnfield Avenue, Neasden, NW2 7PR

1. It is the intention of ASB Property Management Limited to enter into an agreement to carry out works in respect of which we are required to consult leaseholders (see Note 1 below).
2. The works to be carried out under the agreement are as follows: supply and install of hardwood frame and doors, with safety glass for the front entrance of the property.
3. We consider it necessary to carry out the works because there have been significant problems associated with uninvited guests entering the property and its common areas, causing distress and an unsafe living environment for the residents. The doors are in a state of disrepair and need replacing
4. We invite you to make written observations in relation to the proposed works by sending them to 31 Kendal road, Dollis Hill, London, NW10 1JG. Observations must be made within the consultation period of 30 days from the date of this notice. The consultation period will end on 10th January 2018 (see Note 3 below).
5. We also invite you to propose, within 30 days from the date of this notice, the name of a person from whom we should try to obtain an estimate for the carrying out of the proposed works described in paragraph 2 above (see Note 4 below).
6. We also invite you to provide an email address via post or to asbpropertymgt@gmail.com where we will provide you with a full list of the specified works that are required to be undertaken as disclosed by the surveyors.

Signed: 

Director
ASB Property Limited

Address: 31 Kendal Road, Dollis Hill, London, NW10 1JG

Date: 7th December 2017

Notes

1. Section 20 of the Landlord and Tenant Act 1985 (as amended) ('the 1985 Act') provides that a landlord (as defined by Section 30 of the 1985 Act) must consult leaseholders who are required under the terms of their leases to contribute (by payment of service charges) to costs incurred under qualifying works, where the contribution of any one leaseholder will exceed £250. 'Qualifying works' are defined by Section 20ZA of the 1985 Act.
2. Where a notice specifies a place and hours for inspection: (a) the place and hours so specified must be reasonable; and (b) a description of the proposed works must be available for inspection, free of charge, at that place and during those hours. If facilities to enable copies to be taken are not made available at the times at which the description may be inspected, the landlord shall provide to any leaseholder, on request and free of charge, a copy of the description.
3. The landlord has a duty to have regard to written observations made within the consultation period by any leaseholder or recognised tenants' association. 'Recognised tenants' association' is defined by Section 29 of the 1985 Act.
4.

 - (1) Where a single nomination is made by a recognised tenants association (whether or not a nomination is made by any leaseholder, the landlord shall try to obtain an estimate from the nominated 21 Appendix 4 Example notice of intention to carry out work person.
 - (2) Where a single nomination is made by only one leaseholder (whether or not a nomination is made by a recognised tenants' association), the landlord shall try to obtain an estimate from the nominated person.
 - (3) Where a single nomination is made by more than one leaseholder (whether or not a nomination is made by a recognised tenants' association), the landlord shall try to obtain an estimate: (a) from the person who received the most nominations; or (b) if there is no such person, but two (or more) persons received the same number of nominations, being a number in excess of the nominations received by any other person, from one of those two (or more) persons; or (c) in any other case, from any nominated person.
 - (4) Where more than one nomination is made by any leaseholder and more than one nomination is made by a recognised tenants' association, the landlord shall try to obtain an estimate (a) from at least one person nominated by a leaseholder; and (b) from at least one person nominated by the association, other than a person from whom an estimate is sought as mentioned in paragraph (a).

**SECTION 21B OF THE LANDLORD AND TENANT ACT 1985 AND SECTION 153 OF
THE COMMONHOLD AND LEASEHOLD REFORM ACT 2002
SERVICE CHARGES – SUMMARY OF TENANTS' RIGHTS AND OBLIGATIONS**

1. This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.

2. Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvement, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.

3. You have the right to ask a leasehold valuation tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine –

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where –

- a matter has been agreed or admitted by you;
- a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; or
- a matter has been decided by a court.

4. If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.

5. Where you seek a determination from a leasehold valuation tribunal, you will have to pay an application fee and, where the matter proceeds to a hearing, a hearing fee, unless you qualify for a waiver or reduction. The total fees payable will not exceed £500, but making an application may incur additional costs, such as professional fees, which you may also have to pay.

6. A leasehold valuation tribunal has the power to award costs, not exceeding £500, against a party to any proceedings where –

- it dismisses a matter because it is frivolous, vexations or an abuse of process; or
- it considers a party has acted frivolously, vexatiously, abusively, disruptively or unreasonably.
- The Lands Tribunal has similar powers when hearing an appeal against a decision of a leasehold valuation tribunal.

7. If your landlord –

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, or
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period.
- your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or a leasehold valuation tribunal has agreed that consultation is not required.

8. You have the right to apply to a leasehold valuation tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

9. You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must –

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.

The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

10. You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

11. You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

12. Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order.

A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

Spoke to Mandy Williams on 5-Mar-16 130
Told her about about the sale of the property

Catlin

→Sukesh Bhawari

A.S.B. Property Management Ltd

31 Kendal Road
Dollis Hill
London NW10 1JG

→ Tel. 077 626 626 97 ←

Mr Deepak Dhayatker
Second Floor Flat
21 St Julian's Road
London NW6 7LA

14 June 2016

Dear Mr Dhayatker,

RE: 11 Clifford Court, Tanfield Avenue, London NW2 7RY

Please find below a statement of your account, period 25 June 2016 to 24 December 2016:

Ground rent:	£ 25.00
Maintenance, Insurance and Service	£400.00
Total due to 24 June 2016:	£ 425.00

Please note that there is a balance of £900.00 that remains unpaid by the previous lessee. This was reported to you on the Leasehold Property Enquiry form. This amount needs to be settled by you. Please seek legal advice as charges will apply if this amount remains unsettled for more than 14 days.

Please send your remittance made payable to ASB Property Management Ltd to arrive at the above address before 14 July 2016.

Enc. Estimate expenditure next period.

Called Saturday 18th told will forward letter
to Sd/cdr and amount should be £500 not £900

A.S.B. Property Management Ltd

31 Kendal Road
Dollis Hill
London NW10 1JG

Tel. 077 626 626 97

Mr Deepak Dhayatker
Second Floor Flat
21 St Julian's Road
London NW6 7LA

22 June 2017

Dear Mr Dhayatker,

RE: 11 Clifford Court, Tanfield Avenue, London NW2 7RY

This notice is served to the leaseholder: Mr Dhayatker
Name and address of property: 11 Clifford Court, Tanfield Avenue, London NW2 7RY

Rent:

Demand for rent for the Period: 25 June 2017 to 24 December 2017 for £ 25.00

Name and address to which payment is to be sent: ASB Property Management Ltd at the address shown above.

This notice has been served to you by ASB Property Management Ltd

Notes:

Administration costs are payable these are costs arising from non-payment of a sum due to the landlord or costs arising in connection with a breach of the lease. *For dealing with your solicitors; previous lessee's solicitors and dealing with all the related correspondence, text messages, emails and telephone calls.*

By the terms set out in your lease, payment for the maintenance and insurance on your property is now overdue. Full payment of £1950.00 must be made within 21 days of this notice being served. Failure to pay in full will result in additional legal charges.

Service Charge:

By the terms set out in your lease, payment for the maintenance and insurance on your property is now due and must be made within 21 days of this notice being served.

Demand for Service charge for the Period: 25 June 2017 to 24 December 2017 for £700.00

Administration Charge:

By the terms set out in your lease, administration costs have to be paid by the leaseholder.

Payment due from previous statement:	£ 1950.00
Amount Paid:	£ 1900.00
Amount overdue:	£ 50.00
Amount due this statement	£ 725.00
Administration Charge	£ 50.00
Total now due	£ 825.00

Enc. SECTION 21B OF THE LANDLORD AND TENANT ACT 1985 AND SECTION 153 & SCHEDULE 11(4) OF THE COMMONHOLD AND LEASEHOLD REFORM ACT 2002

Enc. Estimate expenditure next period.

The Lessees
Flats 7- 12
Clifford Court
Tanfield Avenue
Neasden NW2 7RY

Estimate of Expenditure
25 June 2016 To 24 June 2017

Insurance	£2,200.00
Electricity Common parts	£300.00
Gardening	£480.00
Roof Repair	£800.00
Drains	£125.00
Cleaning - Internal	£400.00
Refuse Collection	£300.00
Door Repairs	£100.00
External painting	£1,500.00
Accountancy	£150.00
Management fee	£800.00
Rat infestation control	£280.00
Security Improvements	£1,000.00
Total Expenditure for the year	£8,435.00
Total per flat	£1,405.83