



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

Case Reference : **CHI/21UG/LIS/2015/0024**

Property : **Flat 6, 36 Park Road, Bexhill, East Sussex
TN39 3HX**

Applicant : **Alexander Wadham-Corn
(Development Co.) Limited**

Representative : **Mr Gibson (solicitors agent) on
behalf of SLC Solicitors
Ms. J. Hansford of Bridgeford & Co**

Respondent : **Ahmedur Reja Choudhury**

Representative : **Ms. A. Stroud (Counsel)
Mr Sandhu, solicitor, of Whitmore Law LLP**

Type of Application : **Section 27A the Landlord & Tenant Act 1985**

Tribunal Members : **Judge D. R. Whitney
Mr R. Wilkey FRICS**

**Date and venue of
Hearing** : **21st September 2015
Bexhill Town Hall**

Date of Decision : **22nd September 2015**

DECISION

BACKGROUND

1. The Applicant is the freeholder of 36 Park Road, Bexhill, East Sussex (“the Property”). The Respondent is the long leasehold owner of Flat 6 at the Property. The Respondent owns his flat subject to the terms of a lease dated 17th July 1972 and made between William Bernard Murray & Doris Joan Murray as landlords and Joyce Olive Calverley as the original tenant. A copy of this lease was before the tribunal at pages 1 to 11 of the hearing bundle.
2. The Applicant had issued proceedings in the County Court dated 20th February 2014 for the recovery of various sums it contended were due from the Respondent. The tribunal understands a defence dated 28th July 2014 was filed and by way of an Order of the Telford County Court dated 13th May 2015 the matter was transferred to this tribunal. The Court ordered the tribunal to determine the following matters:
 - Whether the demands have been validly served in accordance with the provisions of the lease and;
 - Whether the sums sought are due and reasonable pursuant to the lease.
3. As a result Directions were issued on 10th June 2015 which were subsequently amended by letter dated 23rd July 2015. The years to be assessed were service charges between 25th June 2010 and 24th June 2013. In accordance with those directions a statement of case was served by the Respondent dated 10th August 2015. The Applicants statement of case was dated 15th September 2015. The tribunal understands that the hard copy of this and the bundle was served on the Respondent and filed with the tribunal on Wednesday 16th September 2015. The tribunal records that whilst the statement refers to various documents being attached no such documents were attached either in the copies sent to the tribunal or the Respondent.

THE LAW

4. The relevant section for this application are sections 19 and 27A of the Landlord and Tenant Act 1985 which are annexed hereto marked A.

INSPECTION

5. The tribunal inspected the Property immediately prior to the hearing.
6. The inspection commenced at 10am in the presence of Mr Gibson, the Applicants legal representative for the hearing and a Mr Bolton from Bridgeford & Co who attended the inspection only.
7. The Property is a Victorian end of terrace house which has clearly at some point been converted into 6 flats over three main storeys. The south flank wall

appeared to have been covered with concrete tiles at some point probably in the relatively recent past. The front elevation at the time of inspection was covered with scaffolding which the tribunal was told related to further major works not subject to this application. It was difficult therefore to properly see the front façade.

8. The front door led on to an entrance hall which had plainly been recently decorated and carpeted. In the communal hallway was a Fire Alarm system. Mr Bolton showed the tribunal the log book which showed the alarm system extended into the flats themselves.
9. Mr Bolton opened the basement and after the tribunal had found torches they entered this area via a very narrow and low passageway into the basement of the Property. Situated within the basement was a gas boiler.
10. At this point the Respondent's solicitor and counsel arrived at the Property at about 10.10am closely followed by the Respondent. The tribunal explained the items it had seen.
11. The Respondent invited the tribunal to view his flat. Supposedly his tenant was aware that we were attending and the tribunal made its way to the third storey and the Respondents flat. The Respondent could obtain no response from the tenant and so no access was obtained. The Respondent had wished to show his flat did not benefit from any communal gas supply.
12. The Respondents solicitor invited the tribunal to hear from another resident in the Property. The tribunal declined explaining that the purpose of the inspection was to simply inspect and all evidence would be heard and dealt with at the hearing.

HEARING

13. At the commencement of the hearing counsel for the Respondent looked to make an application to strike out the Applicants case. The application had initially been made by email dated 16th September 2015 with a response from the Applicants solicitors of the same date. The tribunal had declined to deal with the application prior to the hearing hence it being renewed by counsel at the commencement.
14. Counsel set out the background of the various directions. She explained that the Applicants statement of case was received nearly a fortnight later than under the directions and the bundle was nearly a week late. She submitted this was a serious breach of the directions order and referred to the "Important Notes on Directions". Counsel relied on rule 8(2) & 9 of the tribunal rules in support of her application. She suggested that the Applicants could have sought an extension but they had not done so and in the circumstances she suggested it would be just to strike out. Counsel suggested the Respondent was prejudiced by not having proper time to consider the statement of case and referred to the fact that attachments referred to therein were not attached.

15. Mr Gibson, for the Applicant, objected to the application. He said that the Applicant had experienced difficulties obtaining instructions from their witness but he was not instructed as to why no application for an extension had been made. He accepted there were no attachments and in fact he also did not have the attachments with his bundle. In his opinion the documents were minimal in length and all parties were here and to strike out the claim would be disproportionate.
16. At this point the tribunal briefly adjourned to consider this application. After a short adjournment the tribunal advised the parties that it was not minded to grant the application for the reasons set out below and the hearing continued.
17. The Respondent confirmed which matters it agreed and accepted were reasonable in amount in respect of the property expenditure schedules found at pages 89 to 93 inclusive of the bundle. Copies of these schedules are attached marked B. The Items accepted are marked with a tick and highlighted orange.
18. At this point the Applicant's representative indicated that matters relating to the provision of gas and boiler costs were not being pursued. These items have been crossed out in blue highlighter on the schedules attached marked B.
19. The tribunal invited the parties then to deal with each head of expenditure in turn having regard to the lease terms under which it was being claimed and then any evidence as to the amount and the reasonableness of the same.

Cleaning

20. The Applicant seeks to recover certain costs for cleaning the communal parts. Mr Gibson referred to clause 4(a)(iii) of the lease which provides for the Applicant to keep in good tenantable repair and condition the entrance hall and common areas. Under the Fourth Schedule to the lease the Respondent is liable to pay 1/6th of this sum. He went on to rely upon the statement of Ms Hansford at pages 95 to 97 inclusive and in particular paragraph 7. This referred to invoices which were not attached. Mr Gibson did refer to the property expenditure schedules (attached marked B) and said these showed the monthly amounts claimed, which he understood were for fortnightly hoovering and dusting, with a cost per visit of less than £10 and the Respondents share was therefore less than £2 per visit.
21. Ms Stroud referred to page 87 of the bundle and paragraph 11 of the Respondents statement of case. The Respondent alleges that no cleaning had taken place and other occupiers agree although no further evidence was adduced. Counsel suggested typically one would expect some sort of monitoring sheet to be produced demonstrating the visits or actual invoices at least. Here there was no evidence save for a charge being made.

Management and accountancy fees

22. Mr Gibson relied upon the provisos to the Fourth Schedule as allowing him to recover the management charges under the lease. These were:

“PROVISOS:

- (1) In computing the amount recoverable an addition of five per cent shall be added to the actual costs and expenses specified above for administration expenses
 - (2) When any repairs redecorations or renewals are carried out by the Landlords they shall be entitled to charge their normal and reasonable charges (including profit) in respect of any such work”
23. It was submitted that a flat fee of roughly £150 per flat per annum inclusive of VAT was charged. Mr Gibson submitted that it was considered good practice now to charge a flat fee rather than a percentage to avoid conflicts. He suggested if you read both parts of the proviso together the second part allows recovery of the actual cost of the management fee. He confirmed there was a written management agreement with the Applicant for their portfolio but he was instructed this was not disclosed due to Data Protection issues. No invoices for the charges were within the bundle.
24. For the Respondent it was submitted that in all years claimed the management charges were far in excess of 5% of the charges. By way of example Ms Stroud referred to the Statement for the year ending 24 June 2010 at page 76 of the bundle. She suggested if you stripped out accountancy fees then the management charge if all other sums were properly payable by the Respondent his share of the management fee would be about £15.
25. Counsel did not accept the second part of the proviso applied. It was her submission that 5% in total, inclusive of VAT was payable. She submitted that both the Applicant and the Respondent were bound by the lease terms despite what any code of practice for service charges may say until either the parties agreed a variation or a variation was ordered.
26. Further counsel for the Respondent submitted in respect of the accountants fees charged these are not allowed anywhere in the lease as a separate charge. This cost should be included within the 5% fee allowed for in the proviso to the lease if at all.
27. In respect of the accountants fee Mr Gibson submitted that the second limb of the proviso allowed the Applicant to charge this as a separate amount although no invoices were within the bundle.

Insurance claim excess

28. Mr Gibson suggested that this was a claim for the hire of a dehumidifier placed in the communal entrance hall. Neither he nor Ms Hansford could say for how long it was present or exactly where it was located. It was charged to the service charge as the amount was less than the insurance excess. Mr Gibson submitted it was part of the Applicants general repairing obligation and therefore recoverable.
29. For the Respondent it was suggested that the respondent thought it may have been situated in an individual flat. He challenged the amount and the

recoverability and suggested there was no evidence to show that this was a service charge expense or that the sum was below the excess.

Damp proof works

30. Mr Gibson relied upon clause 4(a)(i) of the lease which required the Applicant to keep the main structure in good repair. He also referred to the Fourth Schedule which set out the correct proportion payable by the Respondent being 1/6th. Mr Gibson accepted there were no Section 20 Consultation notices within the bundle. He conceded that there were no consultation notices within the bundle for any works undertaken.
31. Ms Stroud for the Respondent referred to the Respondents defence to these proceedings at page 20 of the bundle and to paragraph 16 of the Respondents statement of case at page 88 where in each he challenges and raises the validity of statutory notices. Ms Stroud submitted the Applicant knew or ought to have known this was at issue.
32. Counsel for the Respondent submitted that the Respondent could not in fact recall any notices for these works. Further she submitted that they may not be recoverable as costs relating to the main structure given the entries in the property expenditure schedules (see attachment B) refer to specific flat numbers. Without further details the Respondent suggested these may relate to works within individual flats only and not therefore costs properly recoverable as a service charge.
33. Mr Gibson submitted that he was instructed that copies of all notices had been disclosed with the letter before action. He suggested that the tribunal should look at the works as a whole and Ms Hansford suggested these were damp proof works which were needed to keep the structure as a whole in good repair although works were undertaken in particular flats including making good.

Fire alarm installation

34. The Applicant contends that all sums claimed are for the original installation but this was paid by instalments. Reference to repairs is therefore an error. The Applicants managing agent has charged a fee for supervising such works of 12% of the costs. No copy invoices were within the bundle.
35. At this point the tribunal offered to the Applicant a short adjournment for Mr Gibson to take instructions on the lack of documents available within the bundle, including those not attached to the witness statement filed and served the week before the hearing.
36. Mr Gibson accepted the adjournment.
37. At the end of the 10 minutes offered Mr Gibson returned and confirmed he was instructed to proceed with the documents within the bundle. He indicated he was instructed that those instructing him did not believe that statutory notices and compliance was at issue.

38. For the Respondents they again submitted that there was no evidence of the costs or what they were for.

Damp proofing to south flank wall

39. The Applicants managing agent was not sure what this related to beyond that works had been undertaken.

Chimney repairs

40. Mr Gibson contended that under clause 4(a)(i) of the lease this was a recoverable cost.

41. Ms Hansford indicated she thought this cost was for re-pointing the chimney. On being questioned by the tribunal she indicated she was the general manager of the managing agent Bridgeford & Co. She was not the day to day manager for this site and the manager for the relevant period no longer worked for the managing agent.

42. For the Respondent again they challenged the lack of evidence.

Damp proofing additional works and professional fees

43. The professional fees were the same as the fire alarm works (i.e. 12% of the cost). Ms Hansford was not sure why there was reference to particular flat numbers next to these items. She believed they were just part of the works. Her company had to oversee the works and would have visited site at the beginning, middle and conclusion of the works and a fee was properly payable. Again no invoices or other documents to explain were contained within the hearing bundle.

44. For the Respondent it was contended that the professional fees were a management fee by the back door. The Respondents counsel contended that if the 5% limit was unduly onerous for the freeholder they should have applied to vary the lease. In her submission they cannot charge more than the lease allows.

45. She contended that there was no evidence of any site visits. Therefore these costs must simply be normal management. As to the works themselves the property expenditure schedule referred to individual flats and we had no documents evidencing or explaining what works were undertaken. There is a re-inspection fee by the builders who undertook the works but no explanation as to what this is for.

Demands

46. Mr Gibson for the Applicant conceded no demands were within the hearing bundle.

Administration charges

47. Mr Gibson indicated with these he was in the tribunal's hands. He relied upon the forfeiture clause within the lease which allowed recovery of costs.
48. Counsel for the Respondent contended beyond the forfeiture clause there was no provision for recovery of additional administration charges beyond those referred to within the proviso to the lease.
49. In closing Mr Gibson suggested the two parts of the proviso must be read together allowing an amount beyond 5% and that charging a flat fee was in line with the RICS service charge code.
50. Ms Stroud contended that no real evidence of any of the sums had been put forward and it was only at the hearing that the Applicant had conceded their right to recover gas and boiler costs. It was her submission that the two parts of the proviso were separate and should have their normal meaning applied to them. As a result the Applicant was entitled to 5% maximum for management costs etc. and this included the accountancy fees. Simply because the code recommends something does not overturn the lease. She would suggest the Respondent does not know where he stands as he has not received statutory notices and the like causing him difficulty.

DETERMINATION

51. The tribunal finds that no valid demands have been issued for any of the sums claimed whether service charges or administration charges and therefore none of the sums claimed in the county court proceedings are due and payable.
52. The tribunal makes such a determination on the basis that no evidence of any demands was available to it within the hearing bundle. The tribunal finds the Applicant knew or ought to have known this was at issue for various reasons including but not limited to:
 - The Respondents defence to the county court claim at page 20 of the bundle, paragraph 5 puts the Applicant to strict proof.
 - The order of the county court dated 1 May 2015 transferring the matter to the tribunal (page 27 of the bundle) specifically highlights an issue to be determined being the validity of the demands.
 - The Respondents statement of case at pages 85-94 of the bundle
53. It was an explicit term of the transfer that this point needed to be determined and no evidence of any demands was before the tribunal.
54. As to the reasonableness of any sums claimed the tribunal notes that the Respondent has accepted certain matters (there were set out in its statement of case) and are marked on the property expenditure. At the hearing the Respondent also conceded certain matters. For the avoidance of doubt the

tribunal confirms that those sums admitted by the Respondent are reasonable and if they are capable of being properly demanded would be payable. Further the tribunal determines that none of the payments conceded by the Applicant relating to gas and boiler matters are reasonable or payable.

55. The tribunal makes clear whilst it had the statement of Ms Hansford it did not find this helpful. Whilst it referred to attachments none were attached in any persons bundle, including we were told the advocate appearing for the Applicant. The tribunal reminds itself that it is, in this case, for the Applicant to satisfy the tribunal on a balance of probabilities as to its right to recover the sums claimed and the reasonableness of the same and it is therefore for the Applicant to adduce evidence supporting its claim.

Management fees, accountancy fees and professional fees

56. The tribunal determines that in accordance with the lease all management fees and accountancy fees and the like fall within (1) of the proviso to the Fourth Schedule.
57. The tribunal prefers the Respondents argument as to interpretation. Whilst the tribunal accepts that under the RICS code a flat fee is considered a better method of charging this does not override the lease. The lease provides that the Applicant can recover 5% of the costs “for administration expenses” and in this tribunal’s determination on the proper construction of this particular lease that would include management fees and accountancy fees including any VAT on the same.
58. Further these items were plainly in dispute (as set out in the Respondents statement of case) and we would have expected to see evidence supporting all such charges including invoices and contracts as appropriate. We do not accept that the management contract could not be disclosed due to “Data Protection” issues. No evidence supporting the sums was available.
59. As to the professional fees again we find these are not reasonable or payable save within the 5% cap set out in paragraph (1) of the proviso. We do not accept that paragraph (2) of the proviso covers these. Paragraph (2) is in this tribunal’s determination to allow the Applicant company itself to undertake works and then recover the costs including any usual profit element.
60. The tribunal was told the amount was 12% of the cost of works. No invoices or contracts were produced. Limited information was given at the hearing by Ms Hansford although there were no records and she gave general information as to what typically the managing agent would do. This tribunal was not satisfied on the evidence that any sum was reasonable and recoverable.

Insurance claim

61. The tribunal was satisfied that the excess may be recoverable under the lease if the dehumidifier was hired for the purposes of repairing communal areas.

However there was no direct evidence as to where the dehumidifier was located. Again Ms Hansford gave general evidence as to her belief but she was not the property manager at the relevant time and her statement gave little information. No invoices were provided or specifics of the use, length of operation or the like which we would have expected. For all such reasons we determined that the sum was not reasonable.

Damp proof works

62. The tribunal was satisfied that under the lease in principle damp proof works were an item of repair and therefore recoverable as a service charge expense. However we determine that no sums are due.

63. We determine this on the basis that no evidence was before us as to the scope of the works or the actual costs. Such works would have required a section 20 consultation. No notices were within the bundle as conceded by Mr Gibson. Whilst again it was suggested that the Applicant was not aware this was an issue the transfer from the county court flagged this as did paragraph 16 of the Respondents statement of case at page 88 of the bundle. The tribunal had no evidence to assess these works or what was involved and the Applicants statement was entirely silent.

64. For all of these reasons it was not reasonable to allow any sum.

Cleaning

65. The tribunal is satisfied that clause 4(a)(iii) allows recovery of the cost of cleaning the communal areas as a service charge item.

66. Whilst the amounts claimed are relatively small the item was challenged specifically by the Respondent. He alleges no cleaning took place.

67. For the Applicant Ms Hansford refers to invoices but none are attached. Her statement refers to cleaning on "a regular monthly basis" whereas the tribunal was told on behalf of the Applicants that in fact it was fortnightly.

68. Again there was no evidence to substantiate the costs. Whilst the building on inspection was clean and tidy it had recently been re-carpeted and decorated as part of the ongoing major works and so did not assist the tribunal with regards to past cleaning.

69. The tribunal finds the costs are not reasonable and nothing is allowed.

Fire alarm

70. Again the tribunal is satisfied that the lease allows recovery of these costs under the lease.
71. No invoices were produced. Supposedly all costs related to the installation and not repairs. The costs was spread over time. The tribunal was concerned over the entries. In particular the fact on the 2nd October 2011 the sum of £1413 was charged twice, once as 30% deposit and the second time as 1st Interim cost. Ms Hansford's statement gave little explanation.
72. The tribunal was not satisfied that the cost had been demonstrated and therefore declines to allow any sum as being reasonable.

Chimney works

73. Again in principle this is a recoverable expense under the terms of the lease. However there is no evidence at all of the cost within the witness statement or bundle.
74. As a result the tribunal is not satisfied that the sum claimed is reasonable.

Administration costs

75. For the avoidance of doubt the tribunal does not and cannot determine what interest is payable and this is a matter for the court.
76. The tribunal was sent a statement of costs by the Applicant. Part of this included the costs as set out in paragraph 3 of the prayer to the claim form at page 18 of the bundle in the sum of £714. It also included further costs incurred by the Applicant.
77. The tribunal has found no demands have been sent. It may be said the claim form is a demand although we would state that this does not comply with the statutory requirements of attaching appropriate statement of rights and obligations.
78. This tribunal determines that all such amounts are in effect county court costs and should be within the remit of that forum. If subsequently the Applicant issues some form of claim for these as an administration charge then a different tribunal may determine these.
79. We would invite the county court to take account of the woeful presentation of the Applicants case. Despite the county court order transferring the matter referring to certain issues to be determined no evidence was adduced. Generally no relevant evidence was adduced. Tribunals expect to have sight of supporting invoices together with the relevant demands and statutory notices when relevant. None were present here save for a print out from the managing agents system.

80. A significant and substantial concession was not made until the very day of the hearing and on every other contested matter this tribunal has found against the Applicant. Their evidence was filed at the eleventh hour and attachments were not attached and no explanation was given. The tribunal afforded the Applicants advocate an adjournment to seek instructions and he was still instructed to proceed with the case on the basis of the information available to the tribunal. We would invite the county court (and any subsequent tribunal looking at any relevant administration charges) to have regard to this.

81. In summary the tribunal finds that no sums have been validly demanded and save for the sums admitted by the Respondent none of the disputed amounts are reasonable and payable. The tribunal leaves the question of interest and costs to the county court.

Judge D. R. Whitney

Appeals

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

Property Expenditure

Date: 13 JUN 2013 11:37:34 Page 1

PARK 36 36 Park Road

Period: 25 Jun 2010 ==> 24 Jun 2011 Statement: ==> 99999

ExF

Reference	Date	Narrative	Supplier	Nett	Vat	Code	Total
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Schedule: Service Charge Expenditure

Category: Cleaning Cleaning

201,447	1 Jul 2010	July cleaning services	AD CLEAN	£18.50dr	£0.00	N	£18.50dr
206,237	1 Aug 2010	Communal Cleaning	AD CLEAN	£18.50dr	£0.00	N	£18.50dr
210,138	1 Sep 2010	Monthly clean Sept 10	AD CLEAN	£18.50dr	£0.00	N	£18.50dr
214,002	1 Oct 2010	Cleaning October 10	AD CLEAN	£18.50dr	£0.00	N	£18.50dr
217,444	1 Nov 2010	Cleaning Nov 10	AD CLEAN	£18.50dr	£0.00	N	£18.50dr
224,382	1 Dec 2010	Cleaning December 10	AD CLEAN	£18.50dr	£0.00	N	£18.50dr
226,463	1 Jan 2011	Cleaning January	AD CLEAN	£18.50dr	£0.00	N	£18.50dr
229,402	1 Feb 2011	Fortnightly clean Feb 11	AD CLEAN	£18.50dr	£0.00	N	£18.50dr
234,961	1 Mar 2011	Cleaning March 11	AD CLEAN	£18.50dr	£0.00	N	£18.50dr
252,409	1 Apr 2011	Monthly Cleaning	AD CLEAN	£18.50dr	£0.00	N	£18.50dr
242,832	1 May 2011	Communal cleaning May 2011	AD CLEAN	£18.50dr	£0.00	N	£18.50dr
252,408	1 Jun 2011	Monthly Cleaning	AD CLEAN	£18.50dr	£0.00	N	£18.50dr
Total for Category				£222.00dr	£0.00		£222.00dr

please see paragraph 11

Category: Gas Gas

210,535	7 Sep 2010	Gas charges 02/02/10-19/07/10	BGAS	£497.46dr	£0.00	N	£497.46dr
216,757	30 Oct 2010	Gas charges 20/07/10-30/10/10	BGAS	£119.59dr	£0.00	N	£119.59dr
229,569	27 Jan 2011	Gas charges Oct 10 - Jan 11	BGAS	£304.33dr	£0.00	N	£304.33dr
242,890	30 Apr 2011	Gas bill 547	XBRITISH	£372.21dr	£0.00	N	
Total for Category							

para 5-7

Not a new source (ABS)

Category: Major Work Major Works

200,873	30 Jun 2010	Prof fees 1st interim dampproofing	BRIDGEFO	£304.56dr	£0.00	N	£304.56dr
Total for Category				£304.56dr	£0.00		

Not a new source

Category: R & R Repairs and Maintenance

201,688	29 Jun 2010	Disable boiler for summer time					
212,960	23 Jul 2010	Intercom system not working	AB FIRE	£92.35dr	£0.00	N	
222,548	16 Nov 2010	Leak from communal tank	BLYTHING	£70.50dr	£0.00	N	£70.50dr
227,638	19 Nov 2010	Re-instate heating for winter use					
247,517	10 Mar 2011	Unblock drain					
242,789	15 Apr 2011	Periodic inspection and test	LEONARD	£150.00dr	£0.00	N	
246,625	3 May 2011	to remove interrupter link on gasvalve					
250,462	20 Jun 2011	Investigate leaking overflow	BLYTHING	£90.00dr	£0.00	N	£90.00dr
Total for Category				£770.68dr	£0.00		£770.68dr

para 5-7

ABS

Category: ManFee Management Fee

227,591	6 Jul 2010	Management fees Jul-Sept 2010		£229.13dr	£0.00	N	£229.13dr
231,876	6 Oct 2010	Management fees oct-dec 2010		£229.13dr	£0.00	N	£229.13dr
236,991	19 Mar 2011	Management fees Jan-Mar 11		£234.00dr	£0.00	N	£234.00dr
242,991	16 May 2011	Management fees Apr-June 11		£234.00dr	£0.00	N	£234.00dr
Total for Category				£926.26dr	£0.00		£926.26dr

para 8

Total for Schedule £3,517.09dr £0.00 £3,517.09dr

Totals £3,517.09dr £0.00 £3,517.09dr

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Property Expenditure

PARK 36 36 Park Road

Date: 13 JUN 2013 11:45:34 Page 1

Period: 25 Jun 2011 ==> 24 Jun 2012 Statement: ==> 99999

ExF

Reference	Date	Narrative	Supplier	Nett	Vat	Code	Total
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Schedule: Service Charge Expenditure

Category: Audit Accountants Fees

Para 8

325,297	7 Dec 2011	For Y/E 2011	POWER	£354.00dr	£0.00	N	£354.00dr
Total for Category				£354.00dr	£0.00		£354.00dr

Category: Cleaning Cleaning

Para 11

252,407	1 Jul 2011	Monthly Cleaning	AD CLEAN	£18.50dr	£0.00	N	£18.50dr
262,343	1 Aug 2011	Cleaning August 11	AD CLEAN	£18.50dr	£0.00	N	£18.50dr
264,053	1 Sep 2011	Cleaning September 11	AD CLEAN	£18.50dr	£0.00	N	£18.50dr
267,442	1 Oct 2011	Communal cleaning	AD CLEAN	£18.50dr	£0.00	N	£18.50dr
275,156	1 Nov 2011	Monthly communal clean	AD CLEAN	£18.50dr	£0.00	N	£18.50dr
279,176	1 Dec 2011	Monthly Clean of Communal Areas	AD CLEAN	£18.50dr	£0.00	N	£18.50dr
283,504	1 Jan 2012	cleaning	AD CLEAN	£19.75dr	£0.00	N	£19.75dr
296,877	1 Feb 2012	Communal area	AD CLEAN	£19.75dr	£0.00	N	£19.75dr
293,261	1 Mar 2012	Communal clean for March	AD CLEAN	£19.75dr	£0.00	N	£19.75dr
299,985	1 Apr 2012	Communal clean for Apr 2012	AD CLEAN	£19.75dr	£0.00	N	£19.75dr
303,836	1 May 2012	Communal for May 2012	AD CLEAN	£19.75dr	£0.00	N	£19.75dr
306,086	1 Jun 2012	For June 2012	AD CLEAN	£19.75dr	£0.00	N	£19.75dr
Total for Category				£229.50dr	£0.00		£229.50dr

Category: Electric Electricity

271,006	25 Oct 2011	electric bill	BGAS	£1,259.20dr	£0.00	N	£1,259.20dr
299,790	26 Jan 2012	K95 124161 28.02.11-31.12.11	BGAS	£759.69dr	£0.00	N	£759.69dr
299,935	16 Apr 2012	K95124161 31.12.11-31.03.12	BGAS	£213.80dr	£0.00	N	£213.80dr
325,427	19 Jun 2012	Electric Bill	BGAS	£76.99dr	£0.00	N	£76.99dr
Total for Category				£2,309.68dr	£0.00		£2,309.68dr

not disputed

Category: Float Record of Float use

278,640	16 Dec 2011	Landlord Loan for flat 2 MAJOR WORKS		£3,237.28cr	£0.00	N	£3,237.28cr
279,041	16 Dec 2011	landlord Loan Reversal Ft 2		£3,237.28dr	£0.00	N	£3,237.28dr
Total for Category				£0.00	£0.00		£0.00

Category: Gas Gas

Para 5-7

336,917	23 Jul 2011	Gas Bill	BGAS	£137.65dr	£0.00	N	£137.65dr
286,021	4 Feb 2012	Gas bill	BGAS	£112.95dr	£0.00	N	£112.95dr
304,926	2 May 2012	Gas meter 547 04.02.12-01.05.12	BGAS	£251.26dr	£0.00	N	£251.26dr
Total for Category				£501.86dr	£0.00		£501.86dr

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Category: H & Safety Health and Safety report

265,794	20 Sep 2011	FHS Risk Assessment	4SITE	£308.40dr	£0.00	N	£308.40dr
277,613	13 Dec 2011	FHS Admin Fee to NOV 2011	BRIDGEFO	£60.00dr	£0.00	N	£60.00dr
Total for Category				£368.40dr	£0.00		£368.40dr

not disputed

Category: Ins claim Insurance claim

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305,636	23 May 2012	Hire of a dehumidifier on ins claim	BOSWELL	£100.00dr	£0.00	N	£100.00dr
Total for Category				£100.00dr	£0.00		£100.00dr

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Reference	Date	Narrative	Supplier	Nett	Vat	Code	Total
Category: Major Work Major Works							
267,081	23 Aug 2011	Damp proofing works Flat 3	DWC	£3,460.50dr	£0.00	N	£3,460.50dr
275,374	28 Sep 2011	Replace Skirting boards in lounge & Bed	BLACKMAN	£250.00dr	£0.00	N	£250.00dr
288,406	2 Oct 2011	30% Deposit Fire alarm works	C S ALAR	£1,413.00dr	£0.00	N	£1,413.00dr
328,387	2 Oct 2011	1st interim Fire Alarm installation	C S ALAR	£1,413.00dr	£0.00	N	£1,413.00dr
280,291	13 Dec 2011	Damp proofing to south flank wall	MORRISSA	£1,495.00dr	£0.00	N	£1,495.00dr
Total for Category				£8,031.50dr	£0.00		£8,031.50dr
Category: Man Fees 2 M/Fees Schedule 2							
336,919	20 Jun 2012	Management Fees to June 2012	BRIDGEFO	£936.00dr	£0.00	N	£936.00dr
Total for Category				£936.00dr	£0.00		£936.00dr
Category: R & R Repairs and Maintenance							
251,534	28 Jun 2011	Investigations to lighting	LEONARD	£65.00dr	£0.00	N	£65.00dr
271,132	27 Oct 2011	To turn boiler on					
281,349	22 Dec 2011	Reset Heating Times					
304,354	26 Apr 2012	Brickwork repairs to chimney in loft	MCGOLDRI	£160.00dr	£0.00	N	£160.00dr
304,931	3 May 2012	General Maintenance of Boiler					
Total for Category				£498.62dr	£0.00		£498.62dr
Total for Schedule				£13,329.56dr	£0.00		£13,329.56dr
Totals				£13,329.56dr	£0.00		£13,329.56dr

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£65.00dr NOT DISBUR

NBS

Property Expenditure
PARK 36 36 Park Road

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ExF

Reference	Date	Narrative	Supplier	Nett	Vat	Code	Total
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Schedule: Service Charge Expenditure

Category: Asbestos Asbestos Report

322,889	16 Aug 2012	Management survey & 1 Sample 08.08.12 4SITE		£402.00dr	£0.00	N	£402.00dr
Total for Category				£402.00dr	£0.00		£402.00dr

Category: Audit Accountants Fees

341,508	15 Nov 2012	For Y/E 24.06.2012	POWER	£354.00dr	£0.00	N	£354.00dr
Total for Category				£354.00dr	£0.00		£354.00dr

Category: Cleaning Cleaning

322,836	1 Jul 2012	Communal clean July 2012	AD CLEAN	£19.75dr	£0.00	N	£19.75dr
317,102	1 Aug 2012	Communal for August 2012	AD CLEAN	£19.75dr	£0.00	N	£19.75dr
323,778	1 Sep 2012	Communal clean Sept 2012	AD CLEAN	£19.75dr	£0.00	N	£19.75dr
331,384	1 Oct 2012	Communal for Oct 2012	AD CLEAN	£19.75dr	£0.00	N	£19.75dr
337,268	1 Nov 2012	Communal for Nov 2012	AD CLEAN	£19.75dr	£0.00	N	£19.75dr
343,735	1 Dec 2012	Communal for Dec 2012	AD CLEAN	£19.75dr	£0.00	N	£19.75dr
346,498	1 Jan 2013	Communal for Jan 2013	AD CLEAN	£19.75dr	£0.00	N	£19.75dr
352,565	1 Feb 2013	Communal for Feb 2013	AD CLEAN	£19.75dr	£0.00	N	£19.75dr
360,343	1 Mar 2013	Communal for Mar 2013	AD CLEAN	£19.75dr	£0.00	N	£19.75dr
366,408	27 Mar 2013	Communal for Apr 2013	AD CLEAN	£19.75dr	£0.00	N	£19.75dr
372,632	1 May 2013	Communal for May 2013	AD CLEAN	£19.75dr	£0.00	N	£19.75dr
378,093	1 Jun 2013	Communal for Jun 2013	AD CLEAN	£19.75dr	£0.00	N	£19.75dr
Total for Category				£237.00dr	£0.00		£237.00dr

Category: Electric Electricity

352,810	26 Jun 2012	K95124161 / 31.03.12-30.04.12	BGAS	£76.99cr	£0.00	N	£76.99cr
352,811	26 Jun 2012	K95124161 / 31.12.11-31.03.12	BGAS	£213.80cr	£0.00	N	£213.80cr
313,658	11 Jul 2012	K95124161 / 06.05.12-30.06.12	BGAS	£66.94dr	£0.00	N	£66.94dr
315,853	11 Jul 2012	K95124161 / 01.04.12-30.06.12	BGAS	£159.20dr	£0.00	N	£159.20dr
319,026	9 Aug 2012	K95124161 / 01.07.12-30.07.12	BGAS	£116.32dr	£0.00	N	£116.32dr
352,808	9 Aug 2012	K95124161 / 01.07.12-31.07.12	BGAS	£116.32cr	£0.00	N	£116.32cr
327,889	17 Sep 2012	K95124161 / 31.07.12-31.08.12	BGAS	£37.10dr	£0.00	N	£37.10dr
352,809	17 Sep 2012	K95124161 / 31.07.12-31.08.12	BGAS	£37.10cr	£0.00	N	£37.10cr
352,812	17 Oct 2012	K95124161 / 31.12.11-30.09.12	BGAS	£199.26dr	£0.00	N	£199.26dr
337,182	6 Nov 2012	K95124161 - 30.09.12-31.10.12	BGAS	£15.35dr	£0.00	N	£15.35dr
344,876	6 Dec 2012	K95124161 / 31.10.12-30.11.12	BGAS	£15.84dr	£0.00	N	£15.84dr
349,581	7 Jan 2013	K95124161 / 30.11.12-31.12.12	BGAS	£16.12dr	£0.00	N	£16.12dr
353,102	6 Feb 2013	K95124161 / 31.12.12-31.01.13	BGAS	£17.01dr	£0.00	N	£17.01dr
360,417	6 Mar 2013	K95124161 / 31.01.13-28.02.13	BGAS	£15.44dr	£0.00	N	£15.44dr
367,849	5 Apr 2013	K95124161 / 28.02.13-31.03.13	BGAS	£16.88dr	£0.00	N	£16.88dr
Total for Category				£231.25dr	£0.00		£231.25dr

Category: Entry Door Entry System

328,408	18 Sep 2012	Door entry system not working Investigat	HANNINGT	£67.32dr	£0.00	N	£67.32dr
Total for Category				£67.32dr	£0.00		£67.32dr

Category: Gas Gas

317,270	2 Aug 2012	547/ Est bill 01.08.12	BGAS	£119.11dr	£0.00	N	£119.11dr
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Reference	Date	Narrative	Supplier	Nett	Vat	Code	Total
341,264	1 Nov 2012	547/ 02.08.12-31.10.12	BGAS	£126.31dr	£0.00	N	
357,772	25 Jan 2013	547 / 01.11.12 - 24.01.13	BGAS	£315.95dr	£0.00	N	£315.95dr
375,868	10 May 2013	Period 25.01.13-09.05.13	BGAS	£460.16dr	£0.00	N	
Category: H & Safety Health and Safety report							
361,489	5 Jan 2013	Report Administration Fee	BRIDGEFO	£60.00dr	£0.00	N	£60.00dr
Total for Category				£60.00dr	£0.00		
Category: Major Work Major Works							
316,038	8 Jul 2012	Remedial repairs -Rewire stairwell light	LEONARD	£3,504.00dr	£0.00	N	£3,504.00dr
322,515	29 Jul 2012	1st Interim - Fire Alarm Installation	C S ALAR	£1,413.00dr	£0.00	N	£1,413.00dr
328,386	29 Jul 2012	correction incorrect acc period	C S ALAR	£1,413.00cr	£0.00	N	£1,413.00cr
351,984	27 Nov 2012	Final payment - Fire Alarm Installation	C S ALAR	£3,297.00dr	£0.00	N	£3,297.00dr
361,539	1 Mar 2013	Prof & Sup fees on re-wire & fire Alarm Installation	BRIDGEFO	£1,064.88dr	£0.00	N	£1,064.88dr
361,540	1 Mar 2013	Prof fees final Damp-proofing works flat 3	BRIDGEFO	£104.22dr	£0.00	N	£104.22dr
361,541	1 Mar 2013	Prof fees on Damp-proofing works flat 5	BRIDGEFO	£300.00dr	£0.00	N	£300.00dr
375,616	22 Apr 2013	Reinspection Fee Dampworks F3	DWC	£174.00dr	£0.00	N	£174.00dr
Total for Category				£8,444.10dr	£0.00		£8,444.10dr
Category: R & R Repairs and Maintenance							
316,183	8 Jul 2012	Repair Intercom	LEONARD	£101.48dr	£0.00	N	
341,282	18 Oct 2012						
383,988	3 May 2013	Replace door lock supply new keys	J D COMM	£54.00dr	£0.00	N	£54.00dr
380,638	13 Jun 2013						
Total for Category				£396.68dr	£0.00		£396.68dr
Category: ManFee Management Fee							
401,194	20 Jun 2013	Management Fees		£972.00dr	£0.00	N	£972.00dr
Total for Category				£972.00dr	£0.00		£972.00dr
Total for Schedule				£12,185.88dr	£0.00		£12,185.88dr
Totals				£12,185.88dr	£0.00		£12,185.88dr

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paragraph 9

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