



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

Case References : LON/00BE/LSC/2014/0603
LON/00BE/LSC/2015/0075

Property : 10 Barton Close, London, SE15 3XY

Landlord : London Borough of Southwark

Representative : In House Legal Services

Appearances for Landlord:

- (1) Mr John Egboche, Enforcement Officer
- (2) Ms D Lupulesc, Revenue Services Officer
- (3) Mr N Nicholson, Capital Works Service Charge Officer
- (4) Mr T Begley, quantity surveyor

Tenant : Ms Louise Ann Francis Butcher ("the Tenant")

Representative : In Person

Appearances for Tenant: : Ms Butcher

Type of Application : For the determination of the reasonableness of and the liability to pay service charge

Tribunal Members :

- (1) Mr A Vance, Tribunal Judge
- (2) Mr M Mathews, FRICS
- (3) Mr A Ring

Date and venue of Hearing : 21 and 22 May 2015
10 Alfred Place, London WC1E 7LR

Date of Decision : 17 June 2015

DECISION

Decision of the Tribunal

1. The Tribunal determines that both the actual service charge demanded from the Tenant for the service charge year 2012/13 (£1,047.37) and the estimated amount demanded in respect of the 2014/15 service charge year (£847.46) are payable by the Tenant in full.
2. The Tribunal determines that the sum demanded from the Tenant for the final costs of major works demanded in the 2008/9 service charge year (£5,660.20 less the credit adjustment already made by the Landlord in the sum of £3,002.17) are payable by the Tenant in full except where indicated below.
3. The Tribunal determines that the actual service charge amounts demanded from the Tenant for the years 2006/7; 2007/8; 2008/9; 2009/10; 2010/11; 2011/12; and 2013/14 are payable by the Tenant in full except where indicated below and in the tables set out at Annex 2 to this decision.
4. The Tribunal makes the determinations as set out under the various headings in this Decision
5. The Tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 so that none of the Landlord's costs of these tribunal proceedings may be passed to the lessees through any service charge.
6. Since the Tribunal has no jurisdiction over county court costs and fees, the Landlord's application **LON/00BE/LSC/2014/0603** should now be referred back to the Lambeth County Court.

Background

7. The Tribunal is required to determine two applications concerning the reasonableness and liability to pay service charge in accordance with the provisions of section 27A Landlord and Tenant Act 1985 ("the 1985 Act").
8. The Tenant is the long-leaseholder of 10 Barton Close, London, SE15 3XY ("the Flat"), a one-bedroom ground flat in a two storey block ("the Building") which comprises Flats 1-12 Barton Close. The Building forms part of the Barton Close Estate ("the Estate") which, in total, comprises 41 properties (Flats 1-41 Barton Close).
9. The Tenant acquired her leasehold interest under the Right to Buy Provisions of the Housing Act 1985. Her lease with the Landlord is dated 3 February 2003 and is for a term of 125 years commencing on 3 February 2003 (the "Lease"). The terms of the Lease require the Landlord to provide services and the Tenant to contribute towards their cost by way of a variable service charge. The specific provisions of the Lease are referred to below, where appropriate.

10. References in bold and in square brackets below refer to pages of the hearing bundle prepared by the Landlord.
11. The relevant legal provisions are set out in Appendix 1 to this decision.

The Landlord's Application

12. The first application (**LON/00BE/LSC/2014/0603**) relates to a County Court claim issued by the Landlord in about August 2014 [**9**] in the Northampton County Court (the "County Court Claim") in which it sought to recover the sum of £492.67 alleged due from the Tenant for service charge arrears for the 2012/13 and 2014/15 service charge years together with interest and costs.
13. The County Court Claim was transferred to the Lambeth County Court and then to this Tribunal by order of District Judge Zimmels dated 12.11.14 [**12**].
14. At a Case Management Hearing on 29 January 2015 the Tenant indicated to the Tribunal that she intended to pursue her own application for determination of her service charge liability for earlier service charge years.
15. Directions were issued by the Tribunal on 29 January 2015 [**421**] which specified that the Landlord was to provide the Tribunal and the Tenant with a core bundle of documents comprising not more than 100 pages by 27 April 2015.

The Tenant's Application

16. The Tenant's application (**LON/00BE/LSC/2015/0075**) was received by the Tribunal on 10 February 2015 [**265**] and was consolidated with the Landlord's application on 19 February 2015 [**262**].
17. In her application the Tenant sought a determination in respect of:
 - (i) Sums demanded from her for the final costs of major works (the "Major Works") demanded in the 2008/9 service charge year; and
 - (ii) Annual service charges demanded for the years 2006/7; 2007/8; 2008/9; 2009/10; 2010/11; 2011/12; and 2013/14. The Landlord has finalised its accounts for all of those service charge years.
18. A copy of the Tenant's statement of case is at [**320 – 331**] in the Landlord's bundle. Unfortunately this is missing pages 11 and 12 which can be found in the copy in the Tenant's hearing bundle. Similarly, the Scott Schedule at pages [**36 – 78**] contains several missing pages and the Tribunal had to utilise the Scott Schedule in the Tenant's bundle.
19. The Tenant did not contest that the terms of her lease provided for recovery of the service charges and did not seek to challenge the method of apportionment of service charge costs adopted by the Landlord.

The previous Tribunal Proceedings

20. The Landlord issued an earlier county court claim in about September 2013 [**20**] in which it sought to recover the sum of £2,834.38 from the Tenant that it alleged was the balance due from her for her contribution towards the costs of the Major Works.

21. That claim was transferred to this Tribunal and dealt with under reference **LON/00BE/LSC/2014/0033**. It appears that following representations made by the Tenant regarding the impact of the Upper Tribunal decision in *London Borough of Southwark v Dirk Andrea Woelke [2013] UKUT 0349 (LC)* the Landlord decided not to pursue its claim against the Tenant and it withdrew its application on 1 April 2014 [442]. It also stated that a credit in the sum of £3,002.17 was to be applied to the Tenant's service charge account [437]. This credit, once applied, meant that the Tenant had paid all the sums demanded from her in respect of the Major Works.
22. It is this Tribunal's view that as the Landlord withdrew its earlier application *before* it was determined by the Tribunal the Tenant is not now prevented from seeking to argue that the costs of the Major Works were unreasonably incurred.

Inspection

23. The Tribunal inspected the Flat, the Building and the Estate in the morning of the first day of the hearing in the presence of the Tenant. Mr Egboche was due to attend on behalf of the Landlord but the inspection had to take place in his absence as he had travelled to the Tribunal instead, mistakenly thinking that the hearing was due to commence at 10am. No evidence was taken at the inspection.
24. The Tribunal noted that some of the paving stones on the Estate were uneven and that in one area an uneven surface had been packed out with loose stone. A small building which appeared to be an electrical sub-station was in a poor condition with brickwork falling away. Repair works to this building appeared to be underway. Overall, the Estate had a tired, run down appearance but there was no evidence of substantial disrepair.
25. There is a very small garden area at the front of the Flat enclosed by a wooden fence. A low wooden gate allows entrance to the garden area. The latch to this gate is defective.
26. The front-facing windows in the Building are double-glazed UPVC windows that the Tenant stated were installed as part of the Major Works.
27. There was evidence of repointing to the gable wall at the side of the Flat.
28. There was evidence of bubbling to the ceiling plaster in the bathroom to the Flat.

The Hearing

29. At the start of the hearing Mr Egboche applied for the hearing to be adjourned. His earlier request for the hearing to be postponed had been refused by the Tribunal on 15 May 2015. He contended that he had only received the Tenant's Bundle of documents the previous day and that he had not been able to properly consider these documents or discuss them with his witnesses. This application was not

supported by the Tenant who pointed out that she had only received the Landlord's bundle the day before the hearing.

30. The Tribunal refused Mr Egboche's application. Both parties' bundles had been received extremely late and had therefore been a failure by both parties to comply with the Tribunal's directions. In the Tribunal's view the amounts in issue in these proceedings meant that an adjournment was disproportionate, especially given that the Tribunal had already carried out an inspection of the Flat, Building and Estate.
31. Further, the Landlord had been aware of the nature of the Tenant's dispute from at least the date it received the Tenant's application issued on 10 February 2015 and had sufficient time to prepare for this hearing. The Tribunal considered that any potential prejudice to the Landlord could be avoided by dealing with the question of the costs of the Major Works on the first day of the hearing (these costs forming part of the Landlord's application) and leaving the Tenant's challenges to the general service charge costs to the second day, thereby enabling the parties to consider their opponent's bundles overnight.
32. Mr Egboche also applied for two late witness statements to be admitted in evidence. One of these, from Mr Begley, was in the Landlord's hearing bundle but was missing the second page. The second, much more substantial witness statement was that of Ms Lupulesc, which provided details of the services provided by the Landlord for the benefit of the Building and to the Estate. Exhibited to her statement were copies of the estimated and actual service charge breakdowns for the 2013/14 and 2014/15 service charge years together with copy service charge accounts and responsive repairs summaries for several of the service charge years in dispute.
33. The Tenant objected to the late submission of these witness statements in evidence on the basis that the Landlord had sufficient time to prepare its case and to comply with the Tribunal's directions.
34. The Tribunal gave permission for the Landlord to rely on these two witness statements. The additional page of Mr Begley's statement added nothing of substance to the contents of the first page and its admission was therefore non-controversial. Further, the Tenant had seen copies of all of the service charge accounts and breakdowns exhibited to Ms Lupulesc's statement previously. There was therefore limited, if any, prejudice to the Tenant and it was the Tribunal's view that it would be difficult for it to determine these applications without admitting Ms Lupulesc's statement in evidence.
35. During the course of the hearing permission was also given for copies of the following additional documents to be relied upon by the Tenant. These were added to the hearing bundle as follows:
 - (a) Unitemised Repairs Summaries for the Building for 2006/7–2013/14 provided by the Tenant **[508-528]**.
 - (b) A Statement in respect of costs of the Major Works in the sum of £3,799.38 **[533]**.

36. During the course of the hearing permission was also given for copies of the following additional documents to be relied upon by the Landlord. These were added to the hearing bundle as follows:

(a) Letter dated 10 June 2015 from the Landlord to the Tenant enclosing an invoice for the Major Works in the sum of £3,157.56 [529-532].

37. The hearing of these two applications took place over two days. The first day was taken up with the Tribunal's inspection and hearing most of the parties submissions regarding the Major Works exercise. The Tribunal started to consider the costs the Tenant was disputing in respect of her general annual service charge on the morning of the second day of the hearing. However, these spanned seven charge years and in her Scott Schedules the Tenant listed a large number of individual items of expenditure incurred under the heads of block and estate repairs for each of those years. Many of these were very low in value (with a large number amounting to less than a £10 apportioned charge to the Tenant and several amounting less than a £1 charge.

38. Although the Tenant dropped her challenge in respect of several of the items listed in her original Scott Schedules it was clear by lunch on the second day of the hearing that the rate of progress was such that it was not going to be possible to hear oral evidence from the parties for each of the individual items in the Scott Schedule in the time available.

39. The Tribunal considered the position over the lunch break and informed the parties that it did not consider it proportionate to the amounts in dispute for the hearing to finish part-heard meaning that a further hearing would be required. The costs involved would involve a considerable drain on the Tribunal's limited resources. After hearing from the parties the Tribunal considered that it would proceed as follows:

(a) It would hear oral argument in respect of all of the disputed costs for the 2012/13 and 2014/15 service charge (the two years referred to the Tribunal for determination by the County Court;

(b) For the remaining service charge years (apart from the 2006/7 service charge year which had been dealt with before lunch) it would only hear oral argument from the parties where the total cost incurred to the service charge account was over £500 (before apportionment). The exception to this was where some costs below that figure were associated with an item of expenditure greater than £500.

The Hearing Bundles

40. At the start of the hearing the Tribunal expressed its concern over the late submission and the condition of the hearing bundles provided by both parties.

41. Firstly, these were received very late. The Tribunal's directions stipulated that a core bundle of no more than 100 pages together with a separate bundle of invoices and receipts were to be submitted by 15 May 2015. Despite this, there appears to have been no attempt to agree a core bundle. Instead, both parties submitted their own

bundles which were not received by the Tribunal until 19 May 2015 which meant there was insufficient time for these to be posted to the Tribunal members.

42. Further, the Landlord's bundle comprising over 500 pages had not been collated with sufficient care: multiple copies of the same document had been included; pages had been copied out of sequence; some pages of important documents, such as pages from the Tenant's Scott schedules, had been omitted; and the index was inadequate.
43. As for the Tenant's bundles, these contained many documents included in the Landlord's bundle and were unpaginated, making them difficult to navigate.
44. We make no criticism of the Tenant. The Tribunal's directions did not stipulate that her bundles needed to be paginated and this was her first appearance at a Tribunal hearing. However, the Landlord appears before the Tribunal on a frequent basis. It should be well aware of the Tribunal's standard directions concerning the format and contents of bundles and it is extremely regrettable that its Bundle was put together with such apparent haste. It made the Tribunal's task in determining these applications much harder than it needed to be.

The Major Works

The Tenant's Challenge

45. The costs being challenged by the Tenant concern refurbishment works that the Landlord commenced at some point between June - October 2007 and which were intended to upgrade the properties on the Estate to the Decent Homes Standard. Mr Egboche stated that the works commenced on 22 October 2007 with practical completion reached on 20 October 2008 and a defects liability period that ended on 20 August 2009. The Tenant believed the works started in June 2007.
46. The documents before the Tribunal included extracts from a tender report from January 2007 [83 - 99]; a preliminaries breakdown [100]; a Bill of Quantities dated October 2006 [101 - 185] which gave details of the intended works and anticipated costings; a spreadsheet showing the final account costs for these works [186 - 187]; and a Costs Report [188 - 199] which provided details of omissions and additions to the proposed works and adjustments made to the provisional sums initially allocated for the costs of the works.
47. The final sum demanded from the Tenant for the costs of the Major Works was £5,660.20. A letter dated 3 January 2014 from the Landlord's Income Enforcement Officer, Mr Andrew Cusack, to the Tenant [387-8] explains how that sum was calculated. The Tenant was, he says, sent an estimated invoice in the sum of £2,502.64 [294]. This is dated 25 September 2007. She was then sent a final invoice for £3,157.56 [531] meaning that the total final account sum payable by her was £5,660.20

48. The Tenant accepted that the final costs of the works were as identified in the spreadsheet at [186 – 187] and stated that she was challenging the following heads of expenditure:

<u>Item</u>	<u>Total Costs</u>
(i) Overhaul Doors	£270
(ii) Overhaul rainwater goods	£360
(iii) Renew & clean floor/stairs	£975
(iv) Window Renewal	£47,041.50
(v) Door Renewal	£5,700
(vi) External Decoration	£8,317
(vii) Change window design to kitchen	£1,200
(viii) Sheet flooring to communal areas	£819.86

49. Initially, the Tenant also pursued challenges to the costs of brickwork repairs and building control fees but these were dropped during the course of the hearing.

Delay and the quality of evidence before the Tribunal

50. Unfortunately, neither of the two witnesses who attended the Tribunal hearing on behalf of the Landlord were involved in the Major Works exercise and neither could provide evidence as to the need for these works nor what works were carried out or omitted. Mr Egboche stated that given the passage of time since these works were carried out there was nobody available who could provide such evidence. He invited us to have regard to the fact that the Landlord went through a statutory consultation exercise before commencing the works (which was not being challenged by the Tenant) and submitted that we should have full regard to the documents disclosed by the Landlord and included in the hearing bundle.
51. Mr Begley confirmed that a feasibility study would have been carried out prior to the Bill of Quantities being prepared and that a Clerk of Works would have monitored and signed off on the works. Mr Egboche confirmed that he had searched for these documents amongst the council's records but he had not been able to find them due to the passage of time.
52. The Tenant contended that she had been asking for information from the Landlord for a long time in order to identify how these costs were incurred but that the provision of this information had been delayed. She also stated that the Assistant Head of Major Works at the council had informed her that everything in their 'system' relating to these works had been created post-completion of the works. She took this to mean that the documents relied upon by the Landlord, including the Bill of Quantities, had been created *after* the works had been completed and could not therefore be relied upon as being accurate.

53. In the Tribunal's view it is regrettable that the Tenant's application challenging these costs was issued over seven years after practical completion of the works. The delay is likely to have contributed to the Landlord's difficulties in being able to secure appropriate witnesses to provide evidence to the Tribunal and may possibly have contributed to its difficulties in locating documents such as the initial feasibility study that Mr Begley believed would have been carried out prior to the works being put out to tender.
54. The Tribunal does not accept her assertion that the documents relied upon by the Landlord, including the Bill of Quantities had been manufactured after completion of the works. There is simply no evidence to support a finding of forgery on this scale. It is more likely, the Tribunal suggests, that the comments apparently made to her by the Assistant Head of Major Works referred to the need to the Landlord to retrieve and restore its electronic records.
55. The Tribunal notes the asserted difficulties that the Tenant states she has had obtaining information from the Landlord concerning these works. It is correct that her hearing bundle contains documents indicating that she made several requests for information under the Freedom of Information Act 2000 in 2012 and 2013.
56. However, in an undated letter in her bundle to the Landlord's contactors, Apollo, she acknowledges that "essential" refurbishment was needed to the properties on the Estate and that she, on behalf of the residents of Barton Close, wished to have a meeting on 21 August 2008 to answer questions that the residents had concerning the works.
57. Another letter in her bundle is dated 14 July 2010 and contains a demand for payment of an outstanding sum of £3,799.38 in respect of the major works.
58. Before the Tribunal, the Tenant acknowledged that that she had made representations to the Landlord during the statutory consultation process and that service charge demands sent by the Landlord were accompanied by a leaflet setting out her right to challenge the reasonableness of the service charges demanded from her to this Tribunal. However, she stated that she may not have looked closely at those leaflets (she referred to health difficulties) and did not appreciate until recently that she could have pursued an application to this Tribunal to challenge these costs.
59. In the Tribunal's view the Tenant presents as an intelligent and determined person who, the evidence indicates, was actively engaged in the statutory consultation process prior to commencement of these works and who, from at least June 2010 (the date of the statement handed up during the hearing [533]), was aware that the Landlord was seeking payment from her towards the final costs of these works.
60. If she was not aware that she could have pursued a challenge to this Tribunal in respect of these costs then that cannot be said to have resulted from any default by the Landlord who notified her of that right in the leaflets it sent with service charge demands.
61. The Tenant, is of course, still entitled to pursue her challenge to these costs but the fact that it is being brought so late has had the regrettable consequence that the

quality of the evidence before the Tribunal is undoubtedly degraded due to the passage of time.

The Disputed Costs

Overhaul Doors £270

62. These costs are referred to in the Bill of Quantities at [106] as concerning the need to “Ease and adjust prior redecoration, refix beads, refix frames, make minor adjustments to ironmongery and leave in working order”.
63. The Tenant’s position was that she had been requesting information over which doors were included but that this had not been provided.
64. Neither Mr Egboche nor the Landlord’s witnesses made any specific comment on this item.

Decision and Reasons

65. On the available evidence the Tribunal considers that these costs have been reasonably incurred and that they are reasonable in amount.
66. We are satisfied, from the wording in the Bill of Quantities that this was a general item that covered all the doors in the Building. What it is likely to have been required was for the contractors, where necessary, to ease and adjust the doors.
67. There is insufficient evidence before the Tribunal to lead us to conclude that these costs were unreasonably incurred.

Overhaul rainwater goods £360

68. These costs are referred to in the Bill of Quantities at [106] as concerning the need to “..remake joints, adjust/replace where necessary and leave in working order”.
69. The Tenant’s case was that the Landlord had not provided her with evidence as to how many pipes and gutters were included in these works. She also asserted that some of the gutters were too short leading to water spilling on to brickwork and windows. Her evidence for this was a reference in one of the Landlord’s repair sheets dated 20 June 2011 [55] to a broken down pipe needing renewal.
70. Mr Egboche stated that the Landlord sought to resolve any faults promptly.

Decision and Reasons

71. On the available evidence the Tribunal considers that these costs have been reasonably incurred and that they are reasonable in amount.
72. Again, we are satisfied, from the wording in the Bill of Quantities that this was a general item that covered all the rainwater goods and that what it is likely to have been required was for the contractors, where necessary, to overhaul them.
73. There is insufficient evidence before the Tribunal to lead us to conclude that these costs were unreasonably incurred. Nor was there any evidence to substantiate the Tenant’s assertion that some of the gutters were too short. The repairs entry for 20 June 2011 is dated several years after practical completion of the Major Works and

refers to a broken pipe. It does not evidence that any of the works to the gutters carried out in 2008 were defective or improperly incurred.

Renew & clean floor/stairs £975

74. These costs are referred to in the Bill of Quantities at [111] as concerning the need to “*Take up flexible floor coverings and trims, remove adhesive residue, make good and prepare screed to receive new coverings*” and to “*clean surfaces of staircase treads, risers, strings and landings....*”
75. The Tenant’s challenge was that the contractors left the area dirty and upswept, both whilst they were working and at the end of the contract. She also argued that poor quality thin vinyl flooring was used which was damaged by contractors by the entrance to the Flat and which required the tile to be re-sealed.
76. Neither Mr Egboche nor the Landlord’s witnesses made any specific comment on this item.

Decision and Reasons

77. On the available evidence the Tribunal considers that these costs have been reasonably incurred and that they are reasonable in amount.
78. There is insufficient evidence before the Tribunal to lead us to conclude that these costs were unreasonably incurred. Even if it is correct that the contractors left the area in a dirty state this does not mean that the costs of the works themselves were improperly incurred. In addition, from the Tribunal’s inspection of the floor tiling it looks in good condition for tiling that is now about 7-8 years old and the Tenant’s assertion as to poor quality is not accepted.

Window Renewal £47,041.50

79. Details of these works are set out in the Bill of Quantities at [113 - 115]. This refers to the replacement of all of the windows with double glazed windows and the replacement of existing composite timber/light alloy window panels and doors.
80. The Tenant accepted that these windows and doors needed to be replaced. However, she alleged that the standard of workmanship was poor as following completion of the works windows in her kitchen were too small for their frame. She referred us to photographs of the windows in her bundle but agreed that it was not possible to identify the alleged defects from those photographs.
81. She also asserted that the windows only needed to be replaced because of historic neglect by the Landlord and that mould growth established itself to the windows for the first six months after installation.
82. Nor was she happy with the design of the windows that she found hard to open and which lacked a safety mechanism. Similarly, she did not like the design of the patio door (which was changed from intended French doors to sliding doors) as it is hard to manoeuvre for someone with a shoulder disability. She would have preferred casement windows and French doors which were, she said, installed in four properties but not hers.

- 83.** She also considered the costs incurred to be unreasonable and referred to a two-page extract from specification of works for 9-12 Barton Close in which the sum of £21,482.53 was allowed for window replacement. The increase from that lower figure was, she said, evidence that the costs incurred in the Major Works were excessive.
- 84.** For the Landlord, Mr Bagley pointed out that the costs of these works had decreased from the sum of £47,604 stated in the Bill of Quantities to the actual cost of £47,041.50

Decision and Reasons

- 85.** On the available evidence the Tribunal considers that these costs have been reasonably incurred and that they are reasonable in amount.
- 86.** The Tenant accepted that replacement works were required to both the windows and the patio doors in the Building. There is insufficient evidence to support her assertion that the standard of workmanship was poor. She did not draw the Tribunal's attention to the condition of the windows when it carried out its inspection despite being informed by the Tribunal at the start of the inspection that she could point out any defects relevant to her case. In addition, as she acknowledged, the photographs she supplied are of no use in identifying any defects to the window.
- 87.** As for her comments concerning the design of both the windows and the doors there is insufficient evidence to support a conclusion that the final designs were outside the range of reasonable options open to the Landlord when commissioning these works.
- 88.** Her allegations of historic neglect do not appear to be a matter for this Tribunal but may be relevant to her ongoing counterclaim before the County Court.
- 89.** Nor is there any evidence that the mould growth that the Tenant experienced, which is likely to be due to condensation, was due to poor design of the windows.
- 90.** The two page extract from a specification of works for 9-12 Barton Close which refers to the sum of £21,482.53 is of no use in comparing the costs of these Major Works as it relates to earlier works proposed in 2004/5 and there is no evidence that the earlier proposed works were like for like with the actual works carried out as part of the Major Works (for example there is no indication as to whether or not replacement patio doors were included in the earlier scheme).
- 91.** Further, a letter in the Tenant's bundle from Julian Kent, Area Programme Officer to the residents on the Estate dated 2 November 2007 refers to a composite sliding door being tested in a pilot flat and being found to be too heavy for disabled and elderly tenants and that it had therefore been decided to replace the doors with a lighter sliding door. This indicates that the Landlord was alive to the issue raised by the Tenant. Its course of action appears reasonable and there is no evidence to indicate that unnecessary costs were involved in the change of design.

Door Renewal £5,700

92. These costs are referred to in the Bill of Quantities at [116] as relating to the replacement of the entrance door to the individual Flats in the Building.
93. A table at [198] indicates that the front doors were replaced to all of the Flats in the Building except for flats 1, 2, 4, 10 and 12. The Tenant's case was that the Landlord replaced the front doors of its own council tenants, but not the doors of its Long Leaseholder tenants, such as herself.
94. She also asserted that her front door required replacement as it had a defective internal chain lock and there was no cover for the keyhole meaning she had to block the keyhole with tissue paper to prevent draughts and for security reasons.
95. Mr Begley stated that the Council would not have excluded the doors of long leaseholders from major works of this nature as it has a responsibility to maintain them.

Decision and Reasons

96. On the available evidence the Tribunal considers that these costs have not been reasonably incurred.
97. Although Mr Begley stated that the Landlord should not exclude the doors of long leaseholders in this type of works exercise that is precisely what it seems to have intended. A letter in the Tenant's bundle dated 18 March 2009 from Anna Blackburn addressed to the Leaseholder of the Flat (and the indication is that this was sent to all Long Leaseholders on the Estate) states:

"As part of the contract Southwark Council are proposing to replace your existing front entrance door with a new high security front entrance door. However, before the Council proceeds with any installation of a front entrance door, we require your signature and agreement to pay the costs of the new door.....Should you agree to a new door, then the appointed contractor Apollo will contact you to arrange door colour choice and installation dates"
98. A subsequent letter from Ms Blackburn to the Tenant dated 22 May 2009 repeats the above statement and indicates that the cost per door is £750 and that if the Tenant did not agree to the £750 charge that it would be assumed that she did not wish to have a new front entrance door.
99. There is no evidence that the Tenant agreed to pay these costs and it was clear from the Tribunal's inspection that the door was the original door and that it had not been replaced as part of the Major Works.
100. In determining the Tenant's liability to contribute towards these costs the starting point is the Lease in which the Flat is defined as:

"the flat...shown coloured pink on the plan or plans attached hereto and known as number 10 on the ground floor of the building and including the ceilings and floors of the flat the internal faces of the exterior walls of the flat and the internal walls of the flat...but excluding all external windows and doors and window and door frames the exterior walls roof foundations and other main structural parts of the building"

101. The Tribunal interprets “external windows and doors and window and door frames” to mean all windows and doors, and their frames, *external to the Flat* itself as opposed to the Building. As such, we consider that the door to the Flat does not form part of the Tenant’s demise.
102. The Tenant is obliged to pay service charges in accordance with the provisions of the Third Schedule which includes paying towards the costs incurred by the Landlord in complying with its obligations set out in clause 4 of the Lease.
103. Clause 4(2) contains a covenant by the Landlord to keep in repair the structure and exterior of the flat and the building whilst clause 4(3) contains an obligation to keep the common parts of the Building in repair.
104. The correspondence from Ms Blackburn indicates that the Long Leaseholders on the Estate would only get their front doors replaced if they agreed to pay £750 towards these costs. It also supports the Tenant’s assertion that the front entrance doors of the Long Leaseholders were excluded from the Major Work exercise.
105. There appears to be no rational reason for the Landlord to treat Long Leaseholders in this way. The front doors to their flats are not part of their demise and if the council had decided to replace all of the doors in the Building then Long Leaseholders should not have been excluded.
106. In light of that exclusion, the Tribunal determines that the costs incurred in respect of this item have been unreasonably incurred and are not payable by the Tenant through the service charge.

External Decoration £8,317

107. These costs are referred to in the Bill of Quantities at [135] as relating to the redecoration of all previously decorated surfaces externally and all internal communal/circulation areas including all fencing and sheds.
108. The Tenant’s case was that whilst some redecoration was carried out, including to balconies and garages, some railings were missed out and the gate and fence outside her flat were not treated with a wood preservative, unlike others on the Estate.

Decision and Reasons

109. On the available evidence the Tribunal considers that these costs have been reasonably incurred and that they are reasonable in amount.
110. Apart from the defective latch on the gate both the gate and the fence appeared to the Tribunal, on inspection, to be in fair condition. It is possible that it did not need to be treated 7-8 years ago. Nor is there any sufficient evidence that some items of redecoration were unreasonably omitted. On balance, there is insufficient evidence that these costs were unreasonably incurred.

Change window design to kitchen £1,200

111. These costs are not referred to in the Bill of Quantities and are identified as being a site instruction on the Final Account. The costs are stated in the Final Account as

relating to a change in the window design to the kitchen from fixed light to fully reversible.

112. The Tenant's position is that she should not have to pay for this change in specification. She stated that the Landlord had consulted about the original design of the windows but not the changed design.
113. Mr Begley suggested that what may have happened is that whilst on site it was decided that a higher standard of window with an improved design was needed.

Decision and Reasons

114. On the available evidence the Tribunal considers that these costs have not been reasonably incurred.
115. Given the description of this item in the Final Account which is mirrored in the Costs Report [189] we accept the Tenant's evidence that this was an on-site change and that consultation on the initial design took place but not on the revised design.
116. In the Tribunal's view there appears to be no good reason as to why the Tenant should have to pay towards the costs of this changed design on which the residents were not consulted as an additional item to the costs of the window renewal.

Sheet flooring to communal areas £819.86

117. These costs are not referred to in the Bill of Quantities and are identified as being a site instruction on the Final Account. No explanation as to these costs is given in the Final Account other than the description.
118. In challenging this item the Tenant raised the same points as for the item "Renew & clean floor/stairs" referred to above
119. Neither Mr Egboche nor the Landlord's witnesses made any specific comment on this item.

Decision and Reasons

120. On balance and on the available evidence the Tribunal considers that these costs have been reasonably incurred and that they are reasonable in amount.
121. The Tribunal was provided with no evidence as to how these costs differed from the costs included in the "Renew & clean floor/stairs" item. It is possible that it relates to sheet flooring in another part of the Building but there is no evidence one way or the other. In light of that the Tribunal concludes that there is insufficient evidence that these costs have been unreasonably incurred.

The Tenant's challenge to her annual service charges

122. The contents of the Tenant's Scott Schedules relating to her numerous challenges are summarised at Annex 2 of this decision.
123. Before turning to her challenges for each of the service charge years in dispute it is important to stress the Tribunal's view that as with her challenges to the costs of the

Major Works the Tenant's allegations that the costs in dispute have been unreasonably incurred is, in almost all cases, unsupported by any evidence other than the Tenant's assertion.

124. To a very large degree, what the Tenant has sought to do is to identify a challenge and then seek to impose an evidential burden on the Landlord to justify that the costs have been reasonably incurred.
125. There are many examples of this in her Statement of Case and Scott Schedules, one of which concerns costs of works to the entry phone system (paragraph 37 of her Statement of Case) where the Tenant states that the Landlord is "*put to proof to supply evidence that it has undertaken its supervisory and management functions to ensure that the work charged for have [sic] been completed and that the cost was in fact incurred*".
126. The Tribunal considers that the Tenant's approach is misconceived. It is not enough for her to assert that service charges have been unreasonably incurred without explaining why that is the case. In the Tribunal's view where a tenant is challenging the reasonableness of service charge costs it is for the tenant to advance a *prima facie* case that identifies the expenditure complained of and the nature of the challenge, and only then is it for the landlord to establish the reasonableness of the challenged charges. Many of the Tenant's challenges fail because she has not advanced a *prima facie* case or because there was insufficient evidence before the Tribunal that the costs in question had been unreasonably incurred.
127. It is also appropriate to note that many of her challenges are repeated across the years in question and fail for the same reason across those years.
128. One such repeated challenge is the Tenant's contention that the Landlord should not be able to recover costs associated with attending to the door closure mechanism to the front entrance door because it had failed to remedy the problem. The Tenant's concern with this door mechanism is that the door closes too forcefully and noisily resulting in disturbance to her and other residents. However, when the Tribunal inspected the mechanism it appeared to work well and did not make a loud noise on closure. Further, on the evidence before the Tribunal we did not accept that it was inappropriate for the Landlord to incur the costs of attending to adjust the mechanism in response to complaints made by tenants.
129. Another repeated contention by the Tenant was that costs had been unreasonably incurred by the Landlord in repairing and cleaning the ventilation system in the Building. She argued that these were incurred because of the Landlord's historic neglect of the system. However, there is no evidence to substantiate this assertion by the Tenant and the Tribunal cannot therefore conclude that the costs have been unreasonably incurred.
130. The Tenant also forcibly asserted before us that that there had a been serious and on-going problem of anti-social behaviour on the Estate and that one resident living in the Building has visitors that have, on several occasions, tried to force entry into the Building , causing damage to the front entrance door to the Building. In her view, the Landlord's failure to properly address this anti-social behaviour meant

that it should not be entitled to recover the costs of repairing doors and windows damaged through anti-social behaviour through the service charge. Instead, she says, these costs should be charged to the specific residents who were responsible for the asserted damage whether carried out by themselves or by their visitors.

- 131.** The Tribunal does not accept that argument. The Landlord is obliged under clause 4(2) of the Lease to keep in repair the structure and exterior of the Building and it clearly has a responsibility to carry out these essential repairs for the safety of all of the tenants in the Building. The Tenant's obligation to pay service charges as set out in the Third Schedule of the Lease includes paying towards the costs incurred by the Landlord in complying with its obligations set out in clause 4 of the Lease. As such, the costs involved in carrying out these repairs are properly recoverable under the service charge.

2006/7 Annual Service Charge (Actual)

- 132.** A breakdown of the 2006/7 service charge account appears at page 53 of Ms. Lupulesc's witness statement and at [288]. The total sum demanded from the Tenant is £678.49 and the only head of expenditure under challenge was the sum of £171.26 for unitemised repairs.

The Tenant's Case

- 133.** Firstly, she asserts that a sum spent in relation to a cherry picker used in order to inspect the roofs in the Estate was part of the costs of the Major Works and should not be charged separately.
- 134.** Secondly, she contended that costs of works relating to an aluminium sliding door which appeared to be too small for the frame were excessive and related to an individual flat as opposed to being a communal block cost.
- 135.** She also argued that works to the front entrance door were only needed because the police had to force entry to arrest a resident and the costs should therefore have been charged to the resident.
- 136.** The cost of making safe a broken fence should not be charged, she says, because it was the Landlord's contractors who damaged the fence when climbing over it and the fence was not properly repaired.
- 137.** Also, the costs of a temporary repair to her rear window, following damage by burglars, should not be recoverable as the Landlord took a year and a half to remove the temporary screen. Nor, she says, should be the cost of a patch repair to the window cill of her front window as the contractor used pages from Yellow Pages to plug the gaps.
- 138.** She also challenged Estate Costs relating to the installation of two steel bollards as she considered these were unnecessary as well as the costs of works to clear a blockage in pipes or drains on the Estate which, she asserted, duplicated work done in the 2004/5 service charge year also work carried out as part of the Major Works.

The Landlord's Case

- 139.** Mr Egboche's response was that the cherry picker was required in respect of work relating to the roof of the Building. The repairs to the front door and her windows were, he states, necessary as they formed part of the Landlord's repairing obligations. There is, he says, no evidence that works were carried out to a poor standard or that it was wrong to charge the costs being challenged to the block.
- 140.** As for the installation of steel bollards he asserts that this work was done in order to regulate vehicular movement and so as to avoid damage to concrete bollards.

Decision and Reasons

- 141.** All of the costs have been reasonably incurred and are payable by the Tenant in her apportioned share except for the costs of the aluminium sliding door.
- 142.** The Tribunal is not satisfied that there is any evidence to support the assertion that the costs associated with the cherry picker should be charged as part of the Major Works. If, as is quite possible, these costs were incurred as part of a survey before the Major Works were commenced these would be pre-contract costs and therefore chargeable to the service charge.
- 143.** Apart from the Tenant's assertion, there is no evidence before the Tribunal that the costs of repairs to the front door were necessary because of a forced entry by the police. However, if that is in fact the case, we consider it entirely appropriate for the Landlord to incur these costs and to recover them through the service charge as it is very likely that it would have been in breach of its repairing obligations if it had not done so.
- 144.** Nor does the Tribunal consider there is evidence that the costs of making good the broken fence and the works to the Tenant's windows were unreasonably incurred. The Tribunal examined the fence on the day of its inspection, over eight years since the repair was carried out, and considered it to be in reasonable condition except for a broken lock to the gate. Nor does the evidence indicate that the costs of the temporary repair to her rear window were unreasonably incurred. If the Landlord delayed unreasonably in replacing the window the Tenant could have pursued a complaint and may well have done so. The patch repair to her front window may well have been appropriate given that the Major Works were commencing shortly. As for the installation of the bollards and the clearance blocked pipes or drains on the Estate, there is simply no substantive evidence before us that would justify us concluding that the erection of the bollards was inappropriate or that the drainage works were unnecessary or a duplication of works carried out previously.
- 145.** Despite the limited evidence before the Tribunal, having inspected the Building and having read the description of the work carried out to the aluminium window it seems clear that this must relate to works to an individual flat. The description refers to a door being too small for the frame and therefore defective. The description of the works carried out is to re-putty and re-bead the glass to the door. In the Tribunal's view the Tenant should not have to contribute towards the costs of these repair works given that the item appears to have been defective on installation.

2007/8 Annual Service Charge (Actual)

- 146.** A breakdown of the 2007/8 service charge account appears at page 52 of Ms. Lupulesc's witness statement. The total sum demanded from the Tenant is £598.64 and the only head of expenditure under challenge was the sum of £75.96 for unitemised repairs.

The Tenant's Case

- 147.** The Tenant challenged costs incurred in respect of a repair to make safe a window asserting that this was needed because of a domestic violence incident and therefore was a cost that should have been paid for by the Tenant.
- 148.** She also challenged costs associated with the installation of anti-vandal spikes to the rear boundary wall of her flat at a charge of £1,535.30. These, she said were removed by the Landlord very shortly after their installation because they were considered to be dangerous. In their place, it fitted a new railing to the rear wall at a cost of £1,044.12. She did not consider she should have to contribute towards that cost either as it was only required because of the Landlord's neglect in tackling anti-social behaviour on the Estate that had been a problem since 2006.

The Landlord's Case

- 149.** Mr Egboche contended that the works to the window were needed in order to comply with the Landlord's repairing obligations. He denied that the costs in respect of the anti-vandal spikes and railing had been unreasonably incurred.

Decision and Reasons

- 150.** All of the costs have been reasonably incurred and are payable by the Tenant in her apportioned share except for the costs of the anti-vandal spikes.
- 151.** The Tribunal does not consider there is adequate evidence that the costs of repair to the window were unreasonably incurred. The assertion that this was a result of a domestic violence incident is not supported by any documentary evidence and there is nothing to suggest that the Landlord has acted inappropriately.
- 152.** In the Tribunal's view the Tenant should not have to contribute towards both the costs of the anti-vandal spikes as well as the railing fixed to the rear wall. The repair records indicate that the railing was installed about three weeks after the anti-vandal spikes and the Tenant's evidence that the spikes were removed because they were considered to be dangerous was not challenged. The Tribunal considers that it is not reasonable for the Landlord to have incurred the costs of the anti-vandal spikes as it should have realised, prior to installation, that these were inappropriate. Alternatively, it is unreasonable for the Tenant to have to contribute towards the costs of both sets of work, designed to address the same issue, when the first set of works was considered by the Council to have been inappropriate.
- 153.** However, it is satisfied that the Tenant should contribute towards the costs of the railing as there is no evidence that this was anything other than a reasonable response to a problem that the Tenant had herself complained about.

2008/9 Annual Service Charge (Actual)

154. A breakdown of the 2008/9 service charge account appears at page 51 of Ms. Lupulesc's witness statement. The total sum demanded from the Tenant is £552.96 and the only head of expenditure under challenge was the sum of £18.20 for unitemised repairs.

The Tenant's Case

155. The Tenant asserts that she should not have to pay towards costs of works to remedy a faulty ventilation system as there had been historic neglect by the Landlord who had failed to clean the system.
156. She also objected to the installation of a further two steel bollards to the entrance of the service road as she considered these works were not needed.

The Landlord's Case

157. Mr Egboche's response was that there was no evidence to support the Tenant's assertion regarding the ventilation system and that the steel bollards were installed to regulate vehicular movement.

Decision and Reasons

158. All of the costs have been reasonably incurred and are payable by the Tenant in her apportioned share. On the available evidence, the Tribunal is not persuaded that the Landlord has acted unreasonably in incurring these costs.
159. There is no substantive evidence that the fault in the ventilation system was due to failure to clean the system or that the erection of the bollards was inappropriate to achieve the aim of regulating vehicular movement as asserted by the Landlord.

2009/10 Annual Service Charge (Actual)

160. A breakdown of the 2009/10 service charge account appears at page 50 of Ms. Lupulesc's witness statement and at [290]. The total sum demanded from the Tenant is £729.61 and the only head of expenditure under challenge was the sum of £176.22 for responsive repairs to the Building.

The Tenant's Case

161. The Tenant disputed that she should have to pay towards the costs of re-glazing a new sealed unit to a patio door as the door had been replaced as part of the Major Works and therefore the costs of the work should have been claimed under the terms of a guarantee.
162. She also disputed the following costs of the following works: replacing broken paving stones that she said was only necessary because of damage caused during previous drainage works; a mop-stick hand rail that was installed in the wrong place by the Landlord; the costs of removing a dividing wall and replacing with a fence that she asserted was a duplication of work carried out during the Major Works; and costs associated with replacing a bedroom window that she asserted was necessary following a domestic violence incident and should therefore be paid for by the tenant or her Housing Association landlord.

The Landlord's Case

163. Mr Egboche's position was that all of the costs had been properly incurred and that the works to the dividing wall did not amount to duplication of works carried out during the Major Works. He was not able to confirm whether or not the costs had been claimed under a guarantee.

Decision and Reasons

164. All of the costs have been reasonably incurred and are payable by the Tenant in her apportioned share except for the costs of and associated with the re-glazing of the patio door and the costs of installation of the mop-stick handrail.
165. The Landlord's repairs schedule states, in connection with the re-glazing of the patio door works, "*not communal repair should be under guarantee not communal*". Given this indication and that these repairs were carried out soon after the Major Works the Tribunal considers that the costs should have been claimed under the relevant guarantee and not charged to the service charge account.
166. As for the mop-stick handrail there is an entry in the Landlord's repairs schedule for the service charge year 2010/11 concerning the installation of a handrail being necessary as "*previous rail put in wrong place*". Given this indication, the Tribunal considers that the costs of the original installation were unreasonably incurred.
167. On the available evidence, the Tribunal is not persuaded that the Landlord has acted unreasonably in incurring any of the remaining costs under challenge. There is inadequate evidence to support the Tenant's assertion that the works to the wall were a duplication of work carried out during the Major Works. Nor is there evidence that would justify a determination that the Landlord acted unreasonably in incurring the costs associated with replacing the bedroom window or that it was inappropriate for these to be charged to the service charge account.

2010/11 Annual Service Charge (Actual)

168. A breakdown of the 2010/11 service charge account appears at page 49 of Ms. Lupulescu's witness statement and at [291]. The total sum demanded from the Tenant is £866.70 and the only head of expenditure under challenge was the sum of £144.43 for responsive repairs to the Building.

The Tenant's Case

169. The Tenant contended that the mop-stick handrail referred to above had been installed in the wrong place and that the Landlord should not therefore be able to recover the costs of installing it in the correct location.
170. She also argued that works to secure the front entrance door to the Building after an attempted break in should be claimed under the buildings insurance and that the Landlord should not be entitled to recover costs concerning the door closure to the front entrance door that was not closing properly as this problem was never adequately remedied. She considered that works to the ventilation system should not be recovered because of the Landlord's historic neglect of the system.

The Landlord's Case

171. Mr Egboche's position was that all of the costs had been properly incurred.

Decision and Reasons

172. All of the costs have been reasonably incurred and are payable by the Tenant in her apportioned share. Whilst the Tribunal has determined that the costs of installation of the handrail charged in the 2009/11 service charge year were unreasonably incurred because of the incorrect installation there is no evidence that the costs of correcting that mistake were unreasonably incurred.
173. Nor is there evidence that would justify a determination that the Landlord acted unreasonably in incurring the remaining costs under challenge or that it was inappropriate for these to be charged to the service charge account.
174. The Landlord was required to repair the front entrance door to the Building if it was damaged during an attempted break in and those costs are properly chargeable to the service charge account. The Tribunal's determination in respect of the costs of the door closure to the front entrance door and the ventilation system is based on its findings above.

2011/12 Annual Service Charge (Actual)

175. A breakdown of the 2011/12 service charge account appears at page 48 of Ms. Lupulesc's witness statement and at [292]. The total sum demanded from the Tenant is £901.06. The heads of expenditure under challenge were the sum of £78.09 for responsive repairs to the Building and the sum of £203.41 for the costs of insurance.

The Tenant's Case

176. The Tenant argued that the costs of remedying a major leak from first floor of the Building was a result of the wilful neglect the tenant of Flat 11 and should be recovered from that tenant. She also contended that: renewal of a broken plastic down pipe was only necessary because the down pipe installed during the Major Works was cut too small and therefore should not be charged to the service charge account; the costs of replacing a defective light should be treated as an Estate cost and not a Block cost; she also stated that there was no evidence that the costs of repairing a defective front entrance door lock related to her Block as opposed to elsewhere on the Estate and queried what an item described as 'sundry electrical works' related to.
177. As to the costs of the insurance premium, the Tenant's challenge is set out at paragraphs 56-57 of her Statement of Case. She asserts that historic neglect by the Landlord in maintaining the Building and the Estate has led to the Landlord having to pay an excessive premium.

The Landlord's Case

178. Mr Egboche's position was that all of the costs had been properly incurred and that the electrical works being queried related to general electrical works to the Building.

Decision and Reasons

- 179.** All of the costs have been reasonably incurred and are payable by the Tenant in her apportioned share. There is insufficient evidence that would justify a determination that the Landlord acted unreasonably in incurring the costs under challenge or that it was inappropriate for these to be charged to the service charge account.
- 180.** There is no substantive evidence that the renewal of the down pipe was necessary because a previous pipe had been cut too small nor that the repairs to the door locks related to the front entrance doors of the Building. The costs incurred in remedying the leak appear, from the description of the works, to have been reasonably incurred in order to protect the fabric of the Building and there is no substantive evidence to the contrary. There is no evidence before us to substantiate the assertion that the costs of replacing a defective light were an Estate cost nor that the costs of the general electrical works were unreasonably incurred.
- 181.** The Tenant's contention that the insurance premium being excessive is a bare assertion and is unsupported by any evidence. In the Tribunal's view there is no evidence at all that the premium was unreasonably incurred or that it is excessive in amount. There is no evidence that the premium was inflated because of the historic neglect alleged by the Tenant.

2012/13 Annual Service Charge (Actual)

- 182.** A breakdown of the 2012/13 service charge account appears at page 40 of Ms. Lupulesc's witness statement. The total sum demanded from the Tenant is £1,047.37 and the only heads of expenditure under challenge were the sums of £251.89 for responsive repairs to the Building; £192.44 in respect of Block lighting and electricity and £13.46 for estate lighting/electricity.

The Tenant's Case

- 183.** The Tenant repeated her challenge to costs associated with the door closing system to the front entrance door to the Building, contending that the problem had never been remedied. She also argued that costs of replacing the broken front door lock should be charged to tenants or their visitors who had damaged then door when trying to force entry. Further, she maintained that costs in connection with the door entry phone system should not be recovered from the service charge as there had been a continuing problem with that system and some of the costs should have been claimed under a warranty. She also opposed the costs of a ventilation equipment survey on the basis that this was only necessary as a result of historic neglect of the system by the Landlord.
- 184.** Her principal challenge to lighting costs was that some of the costs had been inappropriately treated as Block costs as opposed to Estate costs. In addition, she considered that some costs treated as Estate costs should have been attributed to the specific blocks on the Estate.

The Landlord's Case

- 185.** Mr Egboche's position was that all of the costs had been properly incurred. Ms Lupulesc explained that when deciding whether or not a lighting charge should be

charged to a specific Block or treated as an Estate cost the Landlord's contractors exercised their own judgment, including whether or not a light was attached to the exterior of a building.

Decision and Reasons

186. All of the costs have been reasonably incurred and are payable by the Tenant in her apportioned share. There is insufficient evidence that would justify a determination that the Landlord acted unreasonably in incurring the costs under challenge or that it was inappropriate for these to be charged to the service charge account.
187. The Tribunal repeats its comments above regarding the Tenant's challenge to the costs of the door closing system and the costs of replacing the broken front door lock, which also apply to the challenge in respect of the door entry phone system. Nor does the Tribunal consider that there is any evidence that it was inappropriate for the Landlord to incur the costs of a ventilation equipment survey.
188. As for her challenge to lighting costs the Tribunal is not satisfied there is any evidence that the exercise of judgment by the contractors referred to by Ms. Lupulesc was incorrectly exercised. The Tenant has suggested that there is duplication in respect of one charge whereby the same work was carried out to a lamp at the corner of block 12 within 15 days of the original work. However, the Tribunal cannot be certain that this is the case. It is possible, for example, that another lamp needed to be replaced.

2013/14 Annual Service Charge (Actual)

189. A breakdown of the 2013/14 service charge account appears at [293]. The total sum demanded from the Tenant is £931.06 and the only head of expenditure under challenge was the sum of £245.93 for responsive repairs to the Building.

The Tenant's Case

190. The Tenant disputed the costs of cleaning works to the ventilation system due to alleged historic neglect of the system by the Landlord and allegedly voiding of a guarantee by not paying an invoice on time.
191. She again challenged costs associated with the door closure mechanism to the front entrance door on the basis that the Landlord had failed to remedy the problem, works to repair windows in the Building as well as the door entry system that she contended should be charged to other individual residents or their visitors as they had caused the damage.

The Landlord's Case

192. Mr Egboche's position was that all of the costs had been properly incurred.

Decision and Reasons

193. All of the costs have been reasonably incurred and are payable by the Tenant in her apportioned share. There is insufficient evidence that would justify a determination that the Landlord acted unreasonably in incurring the costs under challenge or that it was inappropriate for these to be charged to the service charge account.

- 194.** There is no evidence that the costs of cleaning works to the ventilation system were incurred for the reasons alleged by the Tenant. The Tribunal repeats its views regarding the costs associated with the door closure mechanism to the front entrance door and the charging of costs to specific residents on the basis that they were responsible for the asserted damage as set out above.

2014/15 Estimated Service Charge

- 195.** A breakdown of the 2014/15 service charge estimate appears at page 55 of Ms. Lupulesc's witness statement. The total sum demanded from the Tenant is £847.46. of which the sum relating to responsive repairs to the Building is £137.23.

The Tenant's Case

- 196.** The Tenant considered the estimated costs to be unreasonable because the Landlord had, in the past incorrectly charged her for the items of work under challenge and therefore the estimated service charge for this year should be adjusted to take account of that overcharging.

The Landlord's Case

- 197.** Mr Egboche's position was that the estimate was appropriate and the sum demanded payable by the Tenant.

Decision and Reasons

- 198.** The Tribunal determines that the estimated costs of £847.46 for the service charge year are reasonable in amount, that they are recoverable from the Tenant under the terms of the Lease, and that they are payable by her in full.
- 199.** The actual costs demanded for the previous three service charge years were £901.06, £1,047.37 and £931.06. The estimate for the 2014/15 service charge years is therefore considerably lower than the sum demanded in each of the previous those three service charge years.
- 200.** There is no evidence that the sums budgeted for are unreasonable. The Tenant's challenge through her application has been almost entirely focused on repairs to her Building. The sum of £137.23 budgeted for in this year is a great deal lower than the actual cost for the 2013/14 service charge year of £251.89 and, having regard to the actual expenditure for previous service charge years seems entirely reasonable even after the very limited sums that this Tribunal considers were unreasonably incurred.

Application under Section 20C

- 201.** In her application the Tenant sought an order under section 20C of the Landlord & Tenant Act 1985 Act that none of the costs of the Landlord incurred in connection with these proceedings should be regarded as relevant costs in determining the amount of service charge payable by the Tenant.
- 202.** Mr Egboche confirmed that the Landlord did not pass its costs before this tribunal on to tenants through the service charge and that it not oppose the Tenant's application.

203. As such, despite the very limited success that the Tenant has had in these two applications, the Tribunal considers it just and equitable to make an order under s.20C so that the Landlord may not pass any of its costs incurred in connection with the proceedings before the Tribunal to the Tenant through the service charge.

Name: Amran Vance

Date: 17 June 2015

Annex 1

Appendix of relevant legislation

Landlord and Tenant Act 1985

Section 18 - Meaning of "service charge" and "relevant costs"

- (1) In the following provisions of this Act "service charge" means an amount payable by a Tenant of a dwelling as part of or in addition to the rent –
 - (a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the Landlord's costs of management, and
 - (b) the whole or part of which varies or may vary according to the relevant costs.
- (2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the Landlord, or a superior Landlord, in connection with the matters for which the service charge is payable
- (3) For this purpose -
 - (a) "costs" includes overheads, and
 - (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 19 – Limitation of service charges: reasonableness

- (1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period -
 - (a) only to the extent that they are reasonably incurred, and
 - (b) where they are incurred on the provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;and the amount payable shall be limited accordingly.
- (2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

Section 27A – Liability to pay service charges: jurisdiction

- (1) An application may be made to the appropriate tribunal 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.
- (2) Subsection (1) applies whether or not any payment has been made.
- (3) An application may also be made to the appropriate tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to -
 - (a) the person by whom it would be payable,
 - (b) the person to whom it would be payable,
 - (c) the amount which would be payable,
 - (d) the date at or by which it would be payable, and
 - (e) the manner in which it would be payable.
- (4) No application under subsection (1) or (3) may be made in respect of a matter which -
 - (a) has been agreed or admitted by the Tenant,
 - (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the Tenant is a party,
 - (c) has been the subject of determination by a court, or
 - (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.
- (5) But the Tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

[.....]

Annex 2

Summary of Tenant's Scott Schedules and Tribunal Decisions

NB: Most of the typographical errors in the tenant's original Scott Schedules have not been corrected below

2006/7 Service Charge Year – Unitemised Block Repairs				
DATE	DESCRIPTION	CHARGE	TENANT'S POSITION	TRIBUNAL DECISION
24/04/2006	Supply cherry picker for access to roofs for inspection around Barton Close -measured work external - Measured work external	374.40	Survey for Major Works contract- 06. Not entitled to charge as charged as Professional Fee - also estate charge - charged to 1-12 as more leaseholders residing in block . This should be charged to estate not block	Costs reasonably incurred and payable.
01/08/2006	Aluminium framed sliding door window seems to be too small for the frame. Glass needs to be resealed to frame. Please report if new glass needed - glass reputty and rebead glass to window or door any type Glass reputty and rebead glass to window or door (any type)	101.32	Not communal to individual property and cost extravagant	Costs unreasonably incurred. Not payable.

30/10/2006	Renew front entrance door and stile to frame complete as per report . Fully prime undercoat and glass all new timber - door renew one leg or head of any timber frame -	84.29	Police entry to flat to arrest resident for arrestable offence - (sexual assault). Landlord informed and should obtain compensation through Criminal Compensation Board or resident	Costs reasonably incurred and payable.
30/10/2006	Renew front entrance door and stile to frame complete as per report . Fully prime undercoat and glass all new timber -door renew external entrance door complete	348.38	Police entry to flat to arrest resident for arrestable offence - ~ (sexual assault). Landlord informed and should obtain compensation through Criminal Compensation Board or resident	Costs reasonably incurred and payable.
05/02/2007	Pls make safe broken fence - composite carpentry repair	46.16	Landlords contractors damaged fence when climbed over to get into 2nd block without authorisation - fence not repaired - re Complaint see below re wall	Costs reasonably incurred and payable.

08/12/2006	As per cancel order 313 1523 1 (Att Leroy - composite carpentry repair- no evidence of 3131523 1	50.78	Residents yellow pages used to fill large gap in front window- contractor subsequently left it exposed. Back window sealed shut as frame and edging rotten and burglar attempted to gain access - as per complaint	Costs reasonably incurred and payable.
21/02/2007	Fao Leroy Carry out temp repair to rear window as agreed on site and patch repair cill to front window of no 10 - composite carpentry repair	42.70	This was part of same job number 3185533/1 and 3131523/1 cancelled. Refusal to do repair, covered residents yellow pages - as Major works due to take place later on in year	Costs reasonably incurred and payable.
21/02/2007	Fao Leroy Carry out temp repair to rear window as agreed on site and patch repair cill to front window of no 10 - composite carpentry repair - Window patch repair to frame and or sash or repair renew c	90.62	This was part of same job number 3185533/1 and 3131523/1 cancelled. Refusal to do repair, covered residents yellow pages - as Major works due to take place later on in year	Costs reasonably incurred and payable.

2006/7 Service Charge Year – Estate Block Repairs

DATE	DESCRIPTION	CHARGE	SUMMARY OF EVIDENCE	TRIBUNAL DECISION
06/12/2006	Install 2 steel bollards to front of block - att of Leroy PK Metals as per Rmenv Site Visit - install -	425.00 x 4	Works not required - decorative, not renewal, repair or improvement. Changed wrong bollards should of been parking area. Also changed colour from white to black on estate where residents for elderly and disabled residents, some with limited eye sight - DDA adjustment not taken into account. TRA request for information	Costs reasonably incurred and payable.
01/02/2007	Drain PPM to service road and footpaths - blockage - clear blockage(s) in pipes or drains (any location	276.64	work done in 2004/5 2588401/1 and also as part of major works 2007-2009	Costs reasonably incurred and payable.

2007/8 Service Charge Year – Unitemised Block Repairs

DATE	DESCRIPTION	CHARGE	SUMMARY OF EVIDENCE	TRIBUNAL DECISION
20/10/2007	Board up and make safe window door 4 composite carpentry repair -	124.56	Domestic violence incident. Landlord on Notice regarding this - as tenant improved property no major works undertaken inside. Not communal	Costs reasonably incurred and payable.

2007/8 Service Charge Year – Estate Block Repairs

DATE	DESCRIPTION	CHARGE	SUMMARY OF EVIDENCE	TRIBUNAL DECISION
12/04/2007	SF Anti vandal spikes to rear bountry wall rear of flat 10 - Att Leroy PK Metals SF Anti vanel spikes to rear boudry wall rear of flat 10 -	1535.30	Put up wrongly by Landlord.in relation to wall and window unitemised repair 2006/2007 above in red Burglary attempt and harassment following landlord contractors climbing over and landlord putting a kissing gate on wall, which gave people access into Applicants private garden Health and Safety issue. Landlord should not be entitled to recover where breach of health and safety and breach of covenant.	Costs unreasonably incurred. Not payable.
04/05/2007	Fit new railing to the back wall of flat 10 Att LEROY (pk) Fit new railing to the back of flat 10 barton closde on Thursday 26th @10amm	1044.12	Breach by landlord to complaint of people climbing over with help of landlords kissing gate and refusal to deal with historical matters see 2006/2007 above in red. Landlord should not be entitled to recover.	Costs reasonably incurred and payable.

2008/9 Service Charge Year – Unitemised Block Repairs

DATE	DESCRIPTION	CHARGE	SUMMARY OF EVIDENCE	TRIBUNAL DECISION
20/08/2008	Ventilation faulty (flat 10 affected) Ventilation - testing and commissioning - provide Whiteivri -cover	75.88	Ventilation system not cleaned - historic neglect by landlord- Evidence of extent of blockage breach put on Notice in 2011 following sewage leak by tenant and flies from ventilation system see below	Costs reasonably incurred and payable.

2008/9 Service Charge Year – Estate Block Repairs

DATE	DESCRIPTION	CHARGE	SUMMARY OF EVIDENCE	TRIBUNAL DECISION
18/12/2008	Att of Leroy pk metals as per rmenv site visit install 2 steel bollards to entrance of service road - att of Leroy pk metals, as per rmenv site visit install 2	425	Works not required - decorative, not renewal, repair or improvement. Major works being undertaken on site	Costs reasonably incurred and payable.

2009/10 Service Charge Year – Unitemised Block Repairs

DATE	DESCRIPTION	CHARGE	SUMMARY OF EVIDENCE	TRIBUNAL DECISION
23/06/2009	As per report- new sealed unit required patio door- Glass reglaze with double glaze unit with toughened safety glass and laminated glass £167.27 contractors overhead included - not communal repair should be under guarantee not communal	594.59	Applicant contacted Landlord re: door. Contractor claimed manufacturing fault- way glass cracked. Door should be claimed under warranty	Costs unreasonably incurred. Not payable.
23/06/2009	As per report- new sealed unit required patio door- Glass reputty and rebead glass window or door any type or size £25.09 contractors overhead included - not communal repair	89.19	Applicant contacted Landlord re: door. Contractor claimed manufacturing fault- way glass cracked. Door should be claimed under warranty	Costs unreasonably incurred. Not payable.
08/07/2009	Broken paving stones os no 5-8 as per HO Natasha Rudat - pedestrian area - repair defective surfacing any material no5 srr. £41.51 contractors overhead included (see below)	147.56	Paving area damaged as a result of drainage works undertaken in 2007. Not repaired. (2) Paving repair an estate cost not a block cost see estate block cost below	Costs reasonably incurred and payable.
07/08/2009	Supply and fix mopstick hand rail to right hand walls of staircase above stairs only not landing serving flats 11-12 fully paint to glsoos finish - wrought softwood mopstick handrail including brackets £24 contractors overhead included -	86.76	Hand rail put in wrong place by Landlord put next to no.12 door rather than opposite window between stairs. Landlord informed. Hand rail left NOT a repair, renewal or improvement and charged at later date for handrail in the right place.	Costs unreasonably incurred. Not payable.
11/08/2009	Remove remainder of dividing wall approx 20 bricks to front garden between flats 6&9 and run feather edged fence- Extra Fel 10x for end post or angle £19.66 contractors overhead included	69.88	Brickwork also charged as part of major works undertaken at same time. Also charged twice for overhead charged by contractor and again in block overhead charge	Costs reasonably incurred and payable.

11/08/2009	Remove remainder of dividing wall approx 20 bricks to front garden between flats 6&9 and run feather edged fence- pull down masonry any thickness including all finishes and make good structure £.45 contractors overhead included	12.26	Brickwork also charged as part of major works undertaken at same time. Also charged twice for overhead charged by contractor and again in block overhead charge	Costs reasonably incurred and payable.
11/08/2009	Remove remainder of diving wall approx 20 bricks to front garden between flats 6-9 and run new feather edged fence- preserved sawn softwood close boarded fencing 1050 mm high type bw 105 with 100 x 100 mm posts with weathered top at 2.50 centres, 2 nr arris rails and fille in with feather edged boarding w gravel board fitted with centre stump £13. 1 contractors	46.57	Brickwork also charged as part of major works undertaken at same time. Also charged twice for overhead charged by contractor and again in block overhead charge	Costs reasonably incurred and payable.
02/10/2009	Cust report smashed bedroom window pls board up and make safe - em board up and make safe doo windows £28.75 contractors overhead included	102.19	Domestic violence incident. Landlord on Notice regarding this - Not communal charge back to tenant /Housing Association	Costs reasonably incurred and payable.
05/10/2009	Pls reglaze d g unit after board up on 4265988 1 - out pane raplacement - glazz reglaze with double glaze unit with toughened safety glass and laminated glass £55.76 contractors overhead included	198.20	No evidence supplied for ref no 4267383/1 - no charge to leaseholder as no job fitted if for above charge back to resident/ Housing Association	Costs reasonably incurred and payable.
05/10/2009	Pls reglaze d g unit after board up on 4265988 1 - out pane raplacement - glazz reputty and rebead glass window or doo any type or size £12.55 contractors overhead included	44.60	No evidence supplied for ref no 4267383/1 - no charge to leaseholder as no job fitted if for above charge back to resident/ Housing Association	Costs reasonably incurred and payable.

2010/11 Service Charge Year – Unitimised Block Repairs

DATE	DESCRIPTION	CHARGE	SUMMARY OF EVIDENCE	TRIBUNAL DECISION
19/11/2009	As per M Worell- Wrought softwood mopstick handrail including brackets - wrought softwood mopstick handrail including brackets - contractors uplift of 31.25 included - previous rail put in wrong place	93.60	Ref 4193029/1 above- charged twice for job put in by mistake	Costs reasonably incurred and payable.
21/08/2010	Secure FED after attempted B in - Em board up and make safe doors windows contractors uplift of 37.29 included - not communal repair	111.69	Not communal - building insurance to cover door - which door	Costs reasonably incurred and payable.
08/11/2010	Main entrance security door to block not closing properly - repair without materials including pipe clips, fuses lubrication and other consumables.	19.91	No work undertaken to door. Recalled as door never fixed. Applicant put Landlord on Notice but work undertaken unreasonable or not at all	Costs reasonably incurred and payable.
22/12/2010	Work completed on 46969931 - cancelled in error - supply and fix overhead door closer single action - contractors uplift of 42.18 included	126.33	No evidence of 46969931.. No work undertaken. No charge	Costs reasonably incurred and payable.
24/02/2011	Ventilation air con ppm - seaflame hatch 1-4 both motors work, controls ok, motors 22-23, changed over motor duty, hatch 5-8 both motors work, controls ok , hatch 9-12 both motors works, controls ok, changeover motor duty, hatch 13-16 controls sparking, fault on controls new controls- for tenanted property only	732	Southwark confirmed ventilation system blocked not done for years (2) Failed to rectify damage- ventilation system blocked. Previously when put on notice (2) Cost has been fully charged to 1-12 even though work done to other parts of estate. Should be no charge as no work(3) see 3464760/1 above	Costs reasonably incurred and payable.

2010/11 Door Entry	Repair Costs	13.62	door not repaired- Landlord still not rectify repair-continued call out and charged as above. Paid twice for door entry	Costs reasonably incurred and payable.
2010/11 Door Entry	Overhead Costs	9.67	door not repaired- Landlord still not rectify repair-continued call out and charged as above. Paid twice for door entry	Costs reasonably incurred and payable.

2011/12 Service Charge Year – Unitemised Block Repairs

DATE	DESCRIPTION	CHARGE	SUMMARY OF EVIDENCE	TRIBUNAL DECISION
17/06/2011	Remedy major leak from first floor coming onto gas and electrical pipes on communal intake cupboards on ground floor and across communal area report by LSh in flat 10- plumbing repair composite sod - uplift of £21.7 included	65.02	Wilful neglect of tenant from no.11. Tenant should be recharged. Applicant had to invoke building insurance. Applicant should not have to pay twice for callout by negligence of tenant and Landlord	Costs reasonably incurred and payable.
17/06/2011	Remedy major leak from first floor coming onto gas and electrical pipes on communal intake cupboards on ground floor and across communal area report by LSh in flat 10- blockage - clear blockage(s) in pipes or drains any location uplift of £28.31 included	84.82	Wilful neglect of tenant from no.11. Tenant should be recharged. Applicant had to invoke building insurance. Applicant should not have to pay twice for callout by negligence of tenant and Landlord	Costs reasonably incurred and payable.
20/06/2011	Make safe electrics in intake cupboard due to leak - abortive call out payment -	17.05	Contractor refused to check electrics due to faecal matter entering cupboard and left. Tenant at no.11 should be recharged for wilful neglect and landlord	Costs reasonably incurred and payable.
20/06/2011	As per ref 4908939 1 - 4" plastic down pipe needs renewing from balcony to gully as it is broken and damaged 110 mmm diameter rainwater pipe and fixing with holderbats plugg and screwed to walls - uplift of £8.28 included	24.80	Down pipe put in by major works cut too small. Contractor and landlord failed to rectify during works or snagging. Should not be recharged to leaseholders.	Costs reasonably incurred and payable.

20/06/2011	Lights out reported by spokemead B Clark see notes pad for full details and locations - clean reclamp fit with new applic any designplan 28w	109.95	Estate lighting costs should be charged on estate basis not by block (2) No evidence light out on block	Costs reasonably incurred and payable.
14/01/2012	Main entrance door is not locking - lock is hanging off Ironmongery - assa failsafe door release electricstrike ref 5341 16	603.12	No evidence of which lock damaged if on block	Costs reasonably incurred and payable.
18/01/2012	Reports door entry system damaged lock hanging off please remedy - repair without materials including pipe clips fuses lubrication and other consumables	21.23	No evidence of which lock damaged if on block	Costs reasonably incurred and payable.
Mar-12	Sundry electrical works	623.29	What is included in the sundry electrical works	Costs reasonably incurred and payable.

2012/13 Service Charge Year – Unitemised Block Repairs

DATE	DESCRIPTION	CHARGE	SUMMARY OF EVIDENCE	TRIBUNAL DECISION
07/04/2012	Reports main communal door not closing -pls remedy block - repair without materials including pi lubrication and other consumables	19.32	No repair undertaken no charge as part of continuing costs door still faulty	Costs reasonably incurred and payable.
16/04/2012	Main communal entrance security door has a broken lock (here is also a broken alarm connected to the door) ironmongery -assa A6 lock release	111.92	Door damaged by resident's visitors. Door damaged by resident unable to gain entry as gave away fob key. Housing Office informed no action taken against resident, This should be recharged back to resident	Costs reasonably incurred and payable.
01/10/2012	Main communal entrance door is not opening and closing properly and buzzer not working in no** and button not releasing main FED - Door entry system - repair without materials including pi lubrication and other consumables	19.32	No repair undertaken no charge as part of continuing costs door still faulty	Costs reasonably incurred and payable.
07/10/2012	Main entrance door is not locking- main door on ground floor is disabled not secure - allowing non residents access pls remedy (possibly being vandalised as seems to be happening evry few days - repair without materials including pi lubrication and other consumables	21.25	No repair work undertaken door disabled - no electricity. Door damaged by resident unable to gain entry as gave away fob key. Housing Office informed no action taken against resident, This should be recharged back to resident Contractor stated that there is no point in repairing door or putting second screw in door handle as would only get damaged- door has been left like that since 2012 Door damaged door repair charged again for 09/10/2014 see lighting/ below	Costs reasonably incurred and payable.

21/02/2013	Closer on the FED for block 9-12 barton close isnt working so the door is slamming shut and causing problems for residents as Per Natasha Rudat -carpentry inspection	30.34	No repair undertaken no charge as part of continuing costs door still faulty	Costs reasonably incurred and payable.
18/04/2012	No buzzer- LSH from flat 12 reporting the buzzer is not working door entry system - repair without materials including pi lubrication and other consumables of buzzing into dwelling 12 and button not releasing main FED - Door entry system -supply install ringing entryphone	19.32	No repair work undertaken 1 of 6, - no charge as part of continuing costs contractor confirmed repair without materials -buzzer still faulty- door still faulty - see 5326367/1	Costs reasonably incurred and payable.
25/04/2012	Total breakdown of system to block door entry system not working to block - entryphone MAPLIN Standby Power	127.97	Door damaged by resident unable to gain entry as gave away fob key. Housing Office informed no action taken against resident. This should be recharged back to resident	Costs reasonably incurred and payable.
14/06/2012	No buzzer- not buzzing into dwelling 12 and button not releasing main FED - Door entry system -supply install ringing entryphone	146.81	A second entry phone has been installed to the resident within 2 months of the first job 5262407/1 - the phone should claim for job under warranty. Cost excessive	Costs reasonably incurred and payable.
10/10/2012	No buzzer - Lsh reports buzzer is not working and so is unable to hear when the people ring and cannot buzz people in property - repair without materials including pi lubrication and other consumables	19.32	No repair work undertaken 1 of 6, - no charge as part of continuing costs contractor confirmed repair without materials -buzzer still faulty- door still faulty - see 5326367/1	Costs reasonably incurred and payable.
28/02/2012	Ventilation equipment survey provide a detailed report on agreed template to detail installed control equipment safety equipment, electrical and mechanical condition and any remedial repairs done needed	600	Respondent failed to maintain ventilation system. Applicant confirmed historic neglect and no cost should be charged to Respondent. Further Respondent already contributed £220 for separate ventilation system supplied through Applicant due to historical neglect.	Costs reasonably incurred and payable.

2012/13 Service Charge Year – Estate Lighting

DATE	DESCRIPTION	CHARGE	SUMMARY OF EVIDENCE	TRIBUNAL DECISION
17/04/2012	As per Natasha Rudat HO there are approximately 3 lights out near to block 13-16 17-20 - clean relamp fix with new gasket if applica nay designplan 28w 29 luminaire	39.92	block lighting charged as estate lighting	Costs reasonably incurred and payable.
17/04/2012	As per Natasha Rudat HO there are approximately 3 lights out near to block 13-16 17-20 - clean relamp fix with new gasket if applica applica crompton cat no GA70	119.76	block lighting charged as estate lighting	Costs reasonably incurred and payable.
01/06/2012	As per Natasha Rudat HO Bulk head lights on block 13-16 17-20 - clean relamp fix with new gasket if applica applica crompton cat no GA70	70.89	Charge unreasonable same bulb as 5260942/1 - same number of bulbs £79.84 excessive block lighting charged as estate lighting	Costs reasonably incurred and payable.

2012/13 Service Charge Year – Block Lighting

DATE	DESCRIPTION	CHARGE	SUMMARY OF EVIDENCE	TRIBUNAL DECISION
02/07/2012	ppm works to be confirmed 1 x lamp at corner of block 12 clean relamp fit with new gasket if applic crompton cat no ga70	39.32	Estate lighting charged as block lighting - above has charged block to estate should this be the same	Costs reasonably incurred and payable.
19/07/2012	1 x lamp on corner of block 12 clean relamp fit with new gasket if applic crompton cat no ga70	39.32	Cost unreasonable came 15 days earlier and put in same thing	Costs reasonably incurred and payable.
23/08/2012	Reports lighting in the close is remaining on all day rather switching off during daylight hours pls remedy - reset timer switch and photocell control gear and restore lights to working order	58.47	Estate lighting charged as block lighting	Costs reasonably incurred and payable.
09/10/2012	Repair door entry supply-manual estate lighting	20.52	No repair work undertaken see above 54477564/1. door entry system disabled no electricity - should not be charged for 2 callouts as part of same job	Costs reasonably incurred and payable.

2013/14 Service Charge Year – Unitemised Block Repairs

DATE	DESCRIPTION	CHARGE	SUMMARY OF EVIDENCE	TRIBUNAL DECISION
15/05/2013	Ventilation cleaning works to communal system -full breakdown as per schedule - manual	1926.34	Historic neglect by landlord. Complete system to be cleaned. Failed to supervise 2008 and 2011 contractor works although informed system blocked and failed to repair. . Landlord made Applicant contribute £220 to ventilation system in property due to poor ventilation - also voided guarantee as did not pay invoice in time so resident left with a defunct system	Costs reasonably incurred and payable.
15/04/2013	9-12 Barton Close se15 the communal front entrance door is still slamming shut -very loudlywhich is disturbing residents ea the mechanism so that the door is not slamming shut so loudly as rso carpentry carpentry repair composite sod	38.69	No repair undertaken to door and door still slamming shut, Never fixed properly	Costs reasonably incurred and payable.
26/04/2013	9-12 Barton Close se15 the communal front entrance door is still slamming shut -very loudly as per rso5773628/1 - repair without materials including pipe clips fuses lubrication and other consumables	19.12	No repair undertaken to door and recharged twice for call out	Costs reasonably incurred and payable.
21/01/2014	9-12 barton close replace broken double window to communal landing as per rso - double glazed unit reglaze upto 1.0osm safety loowe	172.36	Criminal damage reported to Landlord and crime number given. Landlord failed to act criminal damage by resident no.11 visitor	Costs reasonably incurred and payable.
21/02/2014	As per ero make safe smashed dgu in communal area 1st floor attn simpson (mears backup) carpentry carpentry repair composit sod	90.53	Contractor had to return as not make safe window-glass shattered dropping down onto path Applicant contacted Landlord -only put thin sheet over glass. Health and Safety	Costs reasonably incurred and payable.

26/02/2014	Inspect and repair as nee the communal entry phone door to block residents complaint of door banging 9-12 barton close julie bray - supply fit removed damaged door repaired and rehung	76.50	Damage caused by tenants no.11 visitor	Costs reasonably incurred and payable.
06/01/2014	Entry phone system to block 17-12 is not working please remedy as reported by rso julie bray attend site, investigate malfunction installation to ascertain all mal func including carefully removing, opening and reinstating on completion all f and the like in working hours	35	Damage to door entry system as part of damage to window re tenant no.11 was not recharged	Costs reasonably incurred and payable.
13/01/2014	Main entrance door is not opening and closing properly communal door will not open and close properly block attend site, investigate malfunction installation to ascertain all mal func including carefully removing, opening and reinstating on completion all f and the like in working hours	35	Door not closing properly- no work undertaken to door same callout as before as not fixed	Costs reasonably incurred and payable.