

9104



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

**Case Reference** : **LON/00AG/LAM/2013/0011**

**Property** : **133A,135 & 135A Grays Inn Road,  
WC1X 8TU**

**Applicant** : **Mr Raymond Grech**

**Representative** : **Self represented**

**Respondent** : **Mr Shahid Bashir**

**Representative** : **Mr Stokinger (Solicitor)**

**Type of Application** : **Appointment of a Manager  
(Section 24 Landlord and Tenant  
Act 1987)**

**Tribunal Members** : **Mr M Martynski (Tribunal  
Chairman)  
Ms S Coughlin MCIEH  
(Professional Member)  
Mr A Ring (Lay Member)**

**Date and venue of  
Hearing** : **28 June 2013  
10 Alfred Place, London WC1E 7LR**

**Date of Decision** : **11 July 2013**

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**DECISION**

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**Decision summary**

1. Mr Simon Wainwright of J Peiser Wainwright is appointed as a manager of the building at 133A,135 & 135A Grays Inn Road for a

period of three years starting from 19 August 2013 on the terms of the order and fee schedule attached to this decision.

2. The Respondent must pay to the Applicant the sum of £300.00, those being the fees that the Applicant has paid in this application to the Tribunal. Payment must be made within 28 days of the date of this decision.
3. An order is made pursuant to section 20C Landlord and Tenant Act 1985. None of the costs incurred by the Respondent in this application may be added to any Service Charge payable by the Applicant.

### **Background**

4. The property in question is a converted four-storey plus basement terraced Victorian building ('the Building'). There are commercial premises occupying the basement and ground floor levels and three residential flats on the upper levels.
5. The roof of the building is pitched and rainwater collects in box gutters running along the front and rear elevations. Drainage of rainwater from the front gutter passes via an internal box gutter through the loft space to the rear.
6. The Applicant is the long leaseholder of flat 3 in the Building. He has lived in his flat since at least 2006 but only purchased the long leasehold interest in February 2012.
7. The Respondent is the freehold owner of the Building.
8. The Applicant's lease is dated 21 March 1986 and is for a term of 125 years. That lease contains the following relevant covenants on the part of the landlord:-
  - (a) to insure the Building [clause 5.(2)]
  - (b) to maintain and keep in good and substantial repair and condition;
    - i. the main structure of the Building including the roof and its gutters and rain water pipes
    - ii. the common stairway and landings [clause 5.(6)]
  - (c) to decorate as often as reasonably required and in any event not less than once in every five years the exterior of the Building [clause 5.(7)]
  - (d) to use best endeavours to keep clean decorated and reasonably lighted the common stairway and landings [clause 5.(8)].
  - (e) not to use the shop on the ground floor as a greengrocer or for the sale of take away hot or prepared food [clause 5.(9)]
9. The lease provides for a Service Charge to be paid by the tenant in respect of the landlord's expenditure on the insurance and the maintenance and repair of the Building. The Service Charge year runs from the 25<sup>th</sup> March. The landlord is entitled to make demands for

payments on account of the Service Charge on 25<sup>th</sup> March and 29<sup>th</sup> September in each year. Upon providing a certificated account of the Service Charge for the preceding Service Charge year, the landlord may demand any balancing charge due over and above the interim payments made by the tenant in respect of the Service Charge [see clause 4.(3) of the lease].

10. The Applicant sent a preliminary notice (dated 4 April 2013) ('the Notice') pursuant to section 22 Landlord and Tenant Act 1987 ('the Act') to the Respondent. The Notice gave the grounds for the appointment of a manager as follows:-
  - (a) The Respondent being in breach of obligations to the leaseholders under the terms of their leases
  - (b) The Managing Agent being in breach of the relevant Code of Practice
  - (c) Other circumstances existing making it just and convenient to appoint a manager
11. The Notice goes on to give a number (approximately 22) of very detailed particulars of the grounds referred to above.
12. The Notice does not set out any remedial action required by the Respondent to remedy the alleged failings on the part of the Respondent set out in the Notice. The Notice explains that; 'The Landlord and Managing Agent were given reasonable time and opportunities to remedy breaches, but failed to take the appropriate actions'.
13. An earlier notice dated 10 October 2012 had been served upon the Respondent by the Applicant. That notice was in similar but not identical terms as the later notice. For the purposes of this application, the Tribunal only concerned itself with the April 2013 notice.
14. The Application for the appointment of a manager was issued on 17 April 2013.

### **Inspection**

15. The Tribunal inspected the Building on the morning of the final hearing. Its findings on that inspection are set out below.
16. The front façade of the Building was in poor decorative condition. The Tribunal saw that at least one window sill had eroded.
17. The main front door to the residential part of the Building was in a poor condition. The window frame over this door was not firmly attached to the Building and could be pushed out by hand.
18. The Tribunal was told by the Applicant that the door entry system had not worked properly for some considerable time in that only the buzzer, not the intercom, worked.

19. The common stairways and landings were in an appalling condition and badly in need of redecoration. The carpet and walls were very dirty throughout. The carpet was worn in many places. There were at least two holes in the ceilings. There were large cracks in the plaster of the walls in various places. The lighting only worked on the ground floor. On other levels the switches for the lighting were broken. Some of the emergency lighting appeared not to be working.
20. The fire extinguishers had last been serviced in 2010.
21. A window frame at the landing just below top floor flat level, which had recently replaced, had a large gap under the bottom of the frame through which daylight could clearly be seen.
22. The Tribunal was able to inspect the interior of the Applicant's flat. There was damp staining on the ceiling near the wall between the kitchen and living room. There was a further patch of slight damp staining on the ceiling by the front windows of the living room. There was a third patch of damp staining on the ceiling and on the wall between the bedroom and hallway.

### **Evidence**

23. The Tribunal had before it a witness statement from the Respondent. It also had witness statements signed by the other two residential leaseholders in the building, Mr Shahid Siddiqi (flat 1) and Ms Meredith O'Shaughnessy (flat 2). The statements were in similar form, both leaseholders confirming that they did not support the application.
24. There was also before the Tribunal the witness statement of Mr Alastair Stewart, the former leasehold owner of the Applicant's flat. That witness statement supported the application.
25. The Applicant, Respondent and the current managing agent, Mr G Cochrane of Goodsir Graham, all gave oral evidence to the Tribunal at the hearing.
26. The Tribunal also had a written proposed manager's statement from Mr Simon Wainwright who attended the hearing and who was questioned by the Tribunal and the parties.
27. After the hearing the parties had the opportunity to comment on the proposed manager's fees.

### **The issues and the Tribunal's views on those issues**

28. The Tribunal considered all the matters set out by the Applicant in the Notice. Those matters and grounds are as follows.

*The physical condition of the building*

29. The Applicant alleged that the Respondent was in breach of his obligations under the Applicant's lease in that he had failed to maintain and decorate the building.
30. In giving evidence to the Tribunal, the Respondent admitted that he had owned the freehold of the Building for many years (certainly considerably more than five years) and during that time he had not decorated the exterior of the Building.
31. From the Tribunal's inspection of the Building there can be no doubt that the Building, both externally and internally, is in a very poor state of decoration and that some repairs are urgently required.
32. The Applicant gave evidence as to the problems that he had suffered over the years with leaking from the roof of the Building. He said that he had suffered with leaks from the roof since 2006. The Applicant provided photographs of his walls and ceilings showing more extensive evidence of water penetration in similar areas seen by the Tribunal on its inspection.
33. The Applicant told the Tribunal that the probable cause of the leaking was from the guttering at roof level. The water ingress at the front of his flat was caused by a problem with the box gutter running along the front of the Building and the water ingress further back in the flat was caused by the water flowing from the box gutter at the front into guttering which travelled through the roof of the Building. The Applicant was of the view that the guttering had been affected by both blockage and movement in the building causing the gutter to leak.
34. The Applicant described how he had arranged for an inspection and clearance of the gutter at his own expense in May 2012. He passed the results of the inspection to the Respondent but nothing had been done about the problem.
35. The Respondent did not deny that there was an issue with the guttering and that the common parts of the Building desperately required repair and decoration. However, he explained his failure to repair and maintain these parts of the Building in reference to discussions that he had been having with the Applicant regarding development of the roof space.
36. It was common ground between the parties that the Applicant had asked the Respondent for permission to develop and extend his flat upwards. The parties had agreed that the Applicant would pay a premium for permission to develop. It was also common ground between the parties that there had been discussions between them to the effect that the Applicant would make a payment to the Respondent specifically for works to be carried out to the common parts because the

Applicant was desperate for some maintenance and improvement to be made to those common parts. As it turned out, the parties, for whatever reason, did not reach any agreement regarding these matters and no payment was made. According to the Applicant, the negotiations regarding these matters had broken down by the end of 2012.

37. The Respondent relied on these discussions and agreement to explain the fact that he had not undertaken any works to the leaking roof or taken any steps regarding the redecoration and repair of the common parts. It was the Respondent's case that he was waiting for money to be paid to him by the Applicant before he carried out any repairs. He considered that it was not necessary to carry out any repair work to the roof if the Applicant was going to develop and build on that roof.
38. From the documents presented to the Tribunal, the history of the discussions between the parties on the question of the development on of the roof space by the Applicant appears to be as follows.
39. An oral agreement was reached between the Applicant and the Respondent in July 2012 regarding the Applicant's proposed plan to redevelop the roof space. It is clear however from emails sent between the parties in August 2012 that the Applicant is complaining about ongoing leaks from the roof and that he holds the Respondent liable for these and liable to remedy the problem (see email 2 August 2012 from the Applicant to the Respondent). By October 2012 there is correspondence between the Applicant and the Respondent's solicitor regarding the permission to redevelop the roof space.
40. There are then numerous texts from the Applicant to the Respondent chasing progress on the legal work to deal with the permission to develop the roof space. These run from around November 2012 to February 2013 when the matter appears to peter out.
41. Another reason given by the Respondent for the failure to carry out any work to the common parts was that, before doing any work there, it was necessary to complete some fire safety work on the basement and ground floors of his shop.
42. A fire occurred in the basement of the Building in 2008. The fire authority served a notice upon the Respondent to carry out fire safety work. That work was due to be completed in April 2010. The necessary work was not in fact completed and signed off by the fire authority until November 2012, over two years later. The Respondent said that he was now in the process of carrying out some additional fire safety work. This work was not required by any authority. The Respondent said that this additional work concerned fire separation and that it would be completed 'soon'. It was not until this work was completed that it would be, according to him, sensible to carry out the required work to the common parts. The reasons why it would not be possible/desirable to carry out the work in the common parts until the fire separation works were done and why these fire separation works were still going on,

some seven months after the works required by the fire authority had been completed and signed off, were never made clear to the Tribunal.

43. On the evidence presented to it, the Tribunal can find no good reason why the Respondent did not attend to the issues regarding the physical condition of the Building. Even if he did have some reason to delay on the roof and the common parts whilst negotiations were proceeding regarding the roof space between July 2012 and February 2013, that does not explain; (a) the years of neglect prior to July 2012; (b) the failure to progress those issues after February 2013; (c) the failure to deal with external decoration and repair.

#### *Underinsurance and non-disclosure of relevant information*

44. The Applicant was concerned that the Building had been seriously under-insured and that the Respondent had failed to disclose to the Building's insurers various County Court judgements registered against him and that he had also failed to disclose the true condition of the Building to those insurers with the result that a 50% reduction on any payment of claim had been imposed in the past.
45. The Tribunal has not taken these allegations into account for the reasons that; (a) it does not have any professional evidence before it as to the correct insurance value of the building, and; (b) it does not have any direct evidence confirming the fact of any non-disclosure and the effect that may have had on any claims made on the policy.

#### *The use of the ground floor shop*

46. On its inspection it was clear to the Tribunal that a small part of the shop is used to sell fruit and vegetables. In fact the sign above the shop specifically says 'Fruit and vegetables' and to that extent the Respondent is using the shop as a greengrocers in contravention of the lease. Although the Respondent said that he no longer sells hot food from the shop, he admitted that he had been doing so up until recently when he was told not to by the local authority, that too had been a breach of the lease. These are however relatively minor matters. The Tribunal would have reached the same decision regardless of these breaches.

#### *Air conditioning units*

47. The Applicant was concerned about a number of air conditioning units serving the shop premises that had been installed just above the exterior ground floor of the shop some years ago. It was said on behalf of the Respondent in the hearing that as these air conditioning units had been installed more than four years, the local authority was powerless to take any action to force the Respondent to move them.
48. The installation and continued existence and use of the air conditioning units does not appear to be a breach of the Applicant's lease (there was

no evidence before the Tribunal to show these units were causing a breach of the Applicant's right to quiet enjoyment of his flat).

*Other grounds for the application*

49. As to the various other grounds relied upon by the Applicant for the appointment of a manager set out in the Notice, some of those are touched upon in the Tribunal's comments on the current managing agents (see below). As to any other grounds set out in the notice which are not referred to in this decision, the Tribunal did not consider that those grounds were of sufficient merit on their own to be significant in reaching its decision.

*The current managing agents*

50. The current managing agents, Goodsir Graham were appointed in May 2012 and have recently been reappointed. Mr Guy Cochrane of Goodsir Graham gave evidence at the hearing.
51. The Tribunal saw clear evidence that this firm was failing to manage the Building properly. In reappointing this firm in the face of those failures, the Respondent was himself failing to manage the Building effectively.
52. Goodsir Graham clearly did not have any regard to the Service Charge provisions of the lease. This is demonstrated by the facts that;
- (a) they issued demands for payments of Service Charge for specific pieces of work carried out, in particular for the cost of works done in 2012 to install a fire alarm system and to replace the window frame in the top part of the communal stairway. Demands for Service Charges in this manner are not permitted by the lease. The lease only allows Service Charges to be demanded in the ways described earlier in this decision.
  - (b) No year end accounts have been produced (which is another way in which Service Charges can be claimed – once those certificated accounts have been served).
53. The managing agents also failed to comply with basic legal requirements in organising works and demanding payments demonstrated by:-
- (a) A failure to carry out necessary statutory consultation in respect of the works (organised by them) of installing the fire alarm and window or to seek dispensation from the requirement to consult
  - (b) A failure (so far as the evidence shown to the Tribunal was concerned) to include the statutory statement of rights and obligations and the landlord's name and address in demands sent to leaseholders which rendered those demands invalid
54. The agents/Respondent further failed to manage the Building property by failing to:-
- (a) Have a proper plan for the maintenance and repair the Building



- (b) Have or consider the creation of any Reserve Fund for the Building
  - (c) Ensure that the replacement of the window frame (referred to above) – which was carried out by managing agent's own contractors – was done with any degree of skill or competence in that the frame was left with a large gap (as described earlier in this decision) and failing to remedy the matter even after it had been brought to their attention by the Applicant (who refused to pay for it in protest at the way in which it had been left).
55. The Respondent pointed to the fact that Goodsir Graham were appointed at the instigation of the Applicant. The Tribunal does not consider that the Applicant can in any way be blamed for the failings of this firm. It is clear from the documents seen by the Tribunal that the Applicant was merely concerned to try to get the Building managed properly.

#### *Failure to pay Service Charges*

56. There was evidence from the managing agents (which was not contested by the Respondent) that he had failed to pay his share of Service Charge costs incurred in 2012 (although by the time of the hearing it was agreed that he had no arrears of Service Charge).

#### **The proposed manager**

57. After considering Mr Wainwright's statement and having heard from him in the hearing, the Tribunal is satisfied that he has demonstrated a sufficient level of competence (in terms of his experience and knowledge) to be capable of being appointed by the Tribunal as a manager of a property. There was no suggestion from the Respondent that Mr Wainwright was not capable of managing the Building.

#### **The Tribunal's decision**

58. The Tribunal has no doubt that the right course of action is for a manager to be appointed for the following reasons:-
- (a) The Respondent has clearly been in breach of many of his obligations under the lease for some considerable time (his failure to maintain, decorate and repair in particular).
  - (b) The Tribunal has no confidence in the Respondent's ability to manage the Building effectively given both his past failings, his apparent financial problems (his failure to pay Service Charges on time and his apparent inability to carry out works without having those works funded by the Applicant in relation to the proposed permission to develop the roof space) and his documented and admitted failure to comply with fire safety requirements (both in terms of the shop and the fire safety issues in the common parts).
  - (c) The Tribunal has no confidence that the current managing agents are capable of effectively managing the Building given

their failings as set out above. The Tribunal does realise that to some extent Goodsir Graham's ability to manage effectively may have been hampered by the Respondent's failure to pay Service Charges and to give them effective instructions.

- (d) The Building requires urgent works, a plan for future works and management

59. The Tribunal is very conscious that this appointment is being made at the instigation of one leaseholder out of three where he does not have the support of the other two leaseholders. The Tribunal has decided to overrule the objection of the other leaseholders for the following reasons;

- (a) The Tribunal does not consider the leaseholder of Flat 1, Mr Siddiqi, to have a truly independent voice. According to the Respondent, he sold the interest in his flat 1 to Mr Siddiqi with an understanding that he could buy it back. The Respondent currently rents the flat from Mr Siddiqi.
- (b) It was clear that up until relatively recently, Ms O'Shaughnessy of Flat 2 was fully behind the Applicant in his attempts to get the Building properly maintained and managed. There has since been a falling out between Ms O'Shaughnessy and the Applicant for reasons that appear not to be directly connected with the need to get the Building repaired and maintained.
- (c) Neither Mr Siddiqi nor Ms O'Shaughnessy attended the hearing.
- (d) The witness statements from Mr Siddiqi and Ms O'Shaughnessy were very short and in almost identical terms. It was clear that these statements had been prepared by the same person and that neither witness had had any real personal input into these statements.
- (e) The current state of the Building demands swift action and the appointment of a manager by the Tribunal will be of long-term benefit to all the interested parties.

60. Given the long years of failure, the need to set up an established routine of good management and reserve fund, the right period for the appointment of a manager is three years. The appointment will begin on 19 August 2013 to allow time for the necessary planning and setting up of new management and to allow good time for the new manager to issue demands of Service Charge on account on 29 September 2013.

## **Costs and fees**

### *Fees*

61. The Applicant has been successful in this application. Accordingly it is right that the Respondent should pay to the applicant the amount that the Applicant has paid to the Tribunal in fees. Those fees amount to £300 and should be paid to the Applicant within 28 days of the date of this decision.

62. Again, given that the Applicant has been successful in this application it would not be right for the Respondent to be able to charge to the Applicant any of his costs of these proceedings via the Service Charge. Accordingly the Tribunal makes an order that none of the costs incurred, or to be incurred, by the Respondent in connection with these proceedings are to be regarded as relevant costs to be taken into account in determining the amount of any Service Charge payable by the Applicant.

**Management order and fees**

63. The Management Order and schedule of the manager's fees are attached to this decision.

Mark Martynski – Tribunal Chairman  
11 July 2013



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

**Case Reference** : LON/00AG/LAM/2013/0011

**Property** : 133A,135 & 135A Grays Inn Road,  
WC1X 8TU

**Applicant** : Mr Raymond Grech

**Respondent** : Mr Shahid Bashir

**Type of Application** : Appointment of a Manager  
(Section 24 Landlord and Tenant  
Act 1987)

**Tribunal Members** : Mr M Martynski (Tribunal  
Chairman)  
Ms S Coughlin MCIEH  
(Professional Member)  
Mr A Ring (Lay Member)

**Date of Order** : 11 July 2013

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**ORDER FOR THE APPOINTMENT OF A MANAGER**

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1. In accordance with section 24(1) Landlord and Tenant Act 1987 Mr Simon Wainwright of J Peiser Wainwright ('the Manager') is appointed as manager of the Building at 133A, 135 & 135a Grays Inn Road ('the Building') as from 19 August 2013.
2. The order shall continue for a period of three years.
3. The Manager shall manage the Building in accordance with:
  - (a) The directions and schedule of functions and services attached to this order.
  - (b) The respective obligations of the landlord and the leases by which the flats at the Building are demised by the Respondent and in particular

with regard to repair, decoration, provision of services and insurance of the Building.

- (c) The duties of a manager set out in the Service Charge Residential Management Code ("the Code") or such other replacement code published by the Royal Institution of Chartered Surveyors and approved by the Secretary of State pursuant to section 87 Leasehold Reform Housing and Urban Development Act 1993

Mark Martynski (Chairman)  
11 July 2013

### **DIRECTIONS**

1. From the date of the appointment and throughout the appointment the Manager shall ensure that he has appropriate professional indemnity cover in the sum of at least £1,000,000 and shall provide copies of the current cover note upon a request being made by any lessee of the Building, the Respondent or the Tribunal.
2. That no later than four weeks after the date of this order the parties to this application shall provide all necessary information to and arrange with the Manager an orderly transfer of responsibilities. No later than this date, the Applicants and the Respondent shall transfer to the Manager all the accounts, books, records and funds (including without limitation, service charge reserve fund).
3. The rights and liabilities of the Respondent arising under any contracts of insurance, and/or any contract for the provision of any services to the Building shall upon 19 August 2013 become rights and liabilities of the Manager.
4. The Manager is to be entitled to prosecute claims in respect of causes of action accruing before or after the date of his appointment.
5. The Manager shall account forthwith to the Respondent for the payment of ground rent received by him and shall apply the remaining amounts received by him (other than those representing his fees) in the performance of the Respondent's covenants contained in the said leases.
6. The Manager shall be entitled to remuneration (which for the avoidance of doubt shall be recoverable as part of the service charges of leases of the Building) in accordance with the Schedule of Functions and Services attached.
7. The Respondent shall co-operate with the Manager and allow him full access to the ground and basement levels of the building. The Manager shall be entitled to collect Service Charges from the Respondent in respect of the ground and basement floors' contribution to the Service Charge for the building.

8. The Manager shall be entitled to apply to the Tribunal for further directions.

## **SCHEDULE OF FUNCTIONS AND SERVICES**

### **Insurance**

- i. Maintain appropriate building insurance for the Building. Ensure that the Manager's interest is noted on the insurance policy.

### **Service charge**

- i. Prepare an annual service charge budget, administer the service charge and prepare and distribute appropriate service charge accounts to the lessees.
- ii. Set, demand and collect service charges (including contributions to a sinking fund), insurance premiums and any other payment due from the lessees. Instruct solicitors to recover unpaid rents and service charges and any other monies due to the Respondent.
- iii. Place, supervise and administer contracts and check demands for payment of goods, services and equipment supplied for the benefit of the Building with the service charge budget.

### **Accounts**

- i. Prepare and submit to the Respondent and lessees an annual statement of account detailing all monies received and expended. The accounts to be certified by an external auditor if required by the Manager.
- ii. Maintain efficient records and books of account which are open for inspection. Produce for inspection, receipts or other evidence of expenditure.
- iii. Maintain on trust an interest bearing account/s at such bank or building society as the manager shall from time to time decide into which, service charge contributions and all other monies arising under the leases shall be paid.
- iv. All monies collected will be accounted for in accordance with the accounts regulations as issued by the Royal Institution for Chartered Surveyors.

### **Maintenance**

- i. Deal with routine repair and maintenance issues and instruct contractors to attend and rectify problems. Deal with all building maintenance relating to the services and structure of the Building.
- ii. Give consideration to works to be carried out to the Building in the interest of good estate management and making the appropriate recommendations to the Respondent and the lessees.
- iii. Set up of a planned maintenance programme to allow for the periodic re-decoration and repair of the exterior and interior common parts of the Building. The programme must be put in writing and sent to all leaseholders within three months of the manager's appointment.

### **Fees**

Will be as per the fee sheet attached

**Complaints procedure**

The Manager shall operate a complaints procedure in accordance with or substantially similar to the requirements of the Royal Institution of Chartered Surveyors.

## Residential Block Management

**Property:** 133A-135A Grays Inn Road, London WC1X 8TR

**Agreed Expenditure Limit:** £1,500.00 inclusive of VAT

### Schedule of Service & Administration Charges

Subject to the provision of individual leases, J Peiser Wainwright is entitled under The Commonhold and Leasehold Reform Act 2002, and reserves the right to charge its reasonable Administration Charges for providing its services as managing agent. Some of these charges will be incurred by individual tenants whilst others will be the responsibility of the client. Our 2013 charging rates are as follows:

Service Charge	Amount	
Basic Service Charge Fee (Fixed Fee)	Residential tenant Commercial tenant	£350.00 per tenancy £1,050.00 per tenancy
Basic Service Charge Fee covers <b>8 inspections per annum</b> . Additional inspections, where necessary and where not already covered by other charges, will incur an additional charge as follows:	Additional Inspections	£100 per inspection
Time based charge rates for additional services (time base charges are charged in 6 minute intervals)	Director Associate Surveyor Accountant	£225 per hour £175 per hour £125 per hour £ 75 per hour
Mobilisation and handover fee	Included in Basic Fee	£Nil
Facilities Management Fee	Not required	£Nil
Preparing specifications, obtaining tenders administering and managing works costing more than the <b>Agreed Expenditure Limit</b> .	10% of the contract sum	
Preparing and responding to statutory notices and dealing with statutory consultations.	Time based charges	
Attending at courts and tribunals.	Time based charges	
Advising on rating, planning, improvement, other grants and valuations.	Time based charges	
Applications* for the grant of a licence in connection with alterations to a property (tenant responsible for obtaining planning and other consents;	TV Aerial/Satellite Dish Other applications	£150.00 Time based charges
Granting approvals under the lease or handling applications* for such approvals and registration fees where required;	Time based charges (subject to a minimum charge of)	£50.00
Providing replacement keys / key fobs (inclusive of cost of key / fob / RC)	Keys Key Fobs Remote controls	£25.00 £30.00 £45.00
Cost Recharges – where incurred by J Peiser Wainwright and recharged to the client	Administration fee	£2.50



## Residential Block Management

Service Charge	Amount	
Advising on and dealing with assignments of leases, subletting, and change of use requests.	Time based charges	
Preparing schedules of dilapidation or condition for individual dwellings and demises.	Time based charges	
Dealing with overseas telephone calls and faxes.	Calls charged at standard BT call rates	
Copying documents, insurance policies and accounts.	£20.00 per document	
Couriers	Charged at standard DHL rates	
Travel expenses	Public Transport Taxis Cars	TfL Fare Rates TfL Fare Rates HM Revenue approved mileage rates plus congestion charge & parking costs
Administering accommodation for meetings and inspections of documents.	£100.00 per hour for the 1 <sup>st</sup> hour £50.00 per hour for subsequent hours	
Working outside normal office hours at the Client's specific request.	Time based charges	
Advising on termination and handover of management and service contracts	Time based charges	
Carrying out duties of a company secretary	£250.00 per annum	
Undertaking additional duties arising from any exercise by the Lessees of their right to manage or to form a commonhold.	Time based charges	
Advising on and dealing with long-term maintenance plans.	Time based charges	
Enforce a covenant in the lease against another tenant on behalf of the landlord;	Time based charges plus legal costs	
Costs arising in connection with a breach (or alleged breach) of the lease;	Time based charges plus legal costs	
Costs arising from non-payment of a sum due to the landlord;	First reminder letter Second reminder letter Third reminder letter Thereafter	£ 0.00 £20.00 £26.22** Time based charges plus legal and any third party costs
Enquiries of the managing agent prior to the sale of a lease in a property or in connection with the arrangement of a mortgage;	Initial enquiries Additional questions	£250.00 £20.00 per question Capped at £1,000.00
Recruiting and employment of site based staff	Time based charges plus recruitment agency costs	

## Residential Block Management

### Insurance Charges

Service	Amount	
Obtaining quotations, advising on cover, placing insurance and recovering premium sums	J Peiser Wainwright receives a commission from the insurance company	£Nil
Advising on and handling insurance claims		
Fire Reinstatement Costs	£1,200.00 per property	

### Important Notes:

1. All fees and charges are subject to the addition of VAT at the standard rate prevailing at the date of our invoice, unless otherwise stated.
2. In the case of time based charges we will provide you with an estimate for the amount of time we anticipate will be required to handle the matter and ask for a sum to be paid on account in advance of the service being provided. Any surplus sums will be repaid to the client and we will advise if the amount of time expended exceeds the payment on account, before this occurs.
3. \*The fees charged in connection with applications are charged in advance and are due whether the application is consented or refused.
4. \*\*Third reminder letter includes the cost of Special Delivery (Tracked)
5. Our variable charging rates are subject to annual review on 1<sup>st</sup> January in each year and you will be advised of any changes in advance.
6. All Administration Charges and will be accompanied by a summary of the leaseholder's rights and obligations.
7. A lease may allow for the recovery of legal costs incurred in courts and or tribunals to be recovered from an individual leaseholder. This can arise on occasion from two scenarios:
  - a. costs arising from non-payment of a sum due to the landlord; and/or
  - b. costs arising in connection with a breach (or alleged breach) of the lease

Where a client or tenant is liable to incur such costs we will notify you in advance.

J Peiser Wainwright

July 2013