



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

**Case Reference** : LON/OOBJ/LAM/2013/0030

**Property** : 57 Queenstown Road, London, SW8  
3RG

**Applicants** : Mr Thomas Speller (Flat A)  
Mr Nicholas Armstrong (Flat A)  
Mrs Nicola Armstrong (Flat A)

**Representative** : None notified

**Respondent** : Mr Bernard McGowan

**Representative** : None notified

**Type of Application** : S24 of the Landlord and Tenant Act  
1987 (Appointment of Manager)

**Tribunal Members** : Judge Goulden  
Mr H Geddes JP RIBA MRTPI  
Mr J E Francis

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**Date and venue of  
Hearing** : 3 February and 10 March 2014  
at 10 Alfred Place, London, WC1E 7LR

**Date of Decision** : 14 April 2014

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**DECISION**

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**REF: LON/OOBJ/LAM/2013/0030**

**PROPERTY: 57 QUEENSTOWN ROAD, LONDON, SW8 3RG**

### **Decision of the Tribunal**

- (1) The Tribunal makes an Order for appointment of a Manager under S24 of the Landlord and Tenant Act 1987 for a period of two (2) years from 1 May 2014.
- (2) The Tribunal makes an Order under S20C of the Landlord and Tenant Act.

### **The application**

1. The Tribunal is dealing with an application dated 18 September 2013 (and received by the Tribunal on 19 September 2013) for the appointment of a manager under S24 of the Landlord and Tenant Act 1987 ("the Act"). The application followed the service of a Notice under S22 of the Act served by the Applicants on the Respondent on 8 August 2013. An application was also made to limit landlord's costs of proceedings under S20C of the Landlord and Tenant Act 1985 ("the 1985 Act")

2. The application relates to 57 Queenstown Road, London SW8 3RG ("the property") which was stated in the application to be a "*period converted terrace block containing three self-contained flats. A retail unit (housing a dry cleaners) also exists at the front of the block*". The Tribunal was advised that the residential unit was over four floors of the building and to the rear of the commercial unit. The Applicants are the tenants of Flat 57A. The tenants of the remaining two flats, Flats 57B and 57C have not participated in the application, but support the same.

4. The Applicant tenants are Thomas Speller, Nicholas Armstrong and Nicola Armstrong. The Respondent landlord is Bernard McGowan.

5. A copy of the extended lease of Flat 57A at the property was provided to the Tribunal. This lease was dated 2 May 2008 and was made between Leila Williams (1) and Claudia Haeger (2) and was for a term of 189 years from 28 September 1988 at a peppercorn rent and subject to the terms and conditions therein contained. There was also provided to the Tribunal a copy of the original lease of Flat 57A dated 20 December 1989 since the covenants therein had been transferred to the 2008 extended lease. It is understood that all the leases were in essentially the same form. It is also understood that the lease of Flat 57B is also an extended lease but the lease of Flat 57C may not have been extended.

## **Background**

6. A Pre Trial Review was held on 5 November 2013 and the Tribunal's Directions were issued on 6 November 2013.
7. The hearings took place on 3 February and 10 March 2014.
8. The Tribunal did not consider that inspection of the property would assist in view of the issues raised during the hearings and would be a disproportionate burden on the public purse. Photographs were supplied by the Applicants.

## **Hearing on 3 February 2014**

9. At the hearing on 3 February 2014, two of the Applicants, Mr T Speller and Mr N Armstrong appeared in person and were unrepresented. Mr L O'Sullivan of GH Property Management Services Ltd. also appeared and provided evidence on behalf of the Applicants. There was no appearance by or on behalf of the Respondent, Mr B McGowan.

## **Evidence on behalf of the Applicants**

10. The Tribunal sets out the Applicants' evidence in general terms.
11. Mr T Speller, one of the three Applicants, said that the Respondent had purchased the freehold interest in the property on 25 July 2012 and before that date management of the property had been satisfactorily carried out by Mr J Ahearne of Price & Co., Chartered Surveyors. In the application, it was stated, inter alia, *"during 2012, a substantial leak developed in the communal hallway at the front of the property. The leak caused extensive damage to the communal hallway, including a rotten carpet, flaking paintwork, a large hole in the plasterboard ceiling, extensive staining and interference with the ground floor electrics....the managing agent was made aware of the leak and organised numerous patch repairs which were ultimately unsuccessful in stopping the leak. The managing agent therefore arranged for more extensive repairs to be carried out on the leaking roof and arranged the contractors, scaffolding and all necessary permits. In connection with the work, the managing agent issued a service charge request to the Applicant for £1693.18 on 17 May 2012 to cover the cost of the works. The managing agent issued similar service charge requests to the other leaseholders"*. The tenants had all paid the amounts due to the managing agents.
12. Mr Speller said that on 18 July 2012, and shortly before the freeholder purchased the property, a resident at his flat had received electric shocks. The then managing agents tried, without success, to pass on management responsibilities to the Respondent, but were unable to contact him. With no evidence that the tenant protection monies were in place, the service charge contributions were returned to the tenants.

13. With the leaking worsening, Mr Speller said that he had contacted the Respondent by telephone and was told that because the Respondent *“was in the building trade, he could carry the repairs out promptly and at reduced cost but first required the requisite funds to be remitted to him”*. The Respondent had sent requests to be put in funds to all the tenants and they duly sent him the monies requested *“leaving the Respondent in possession of approximately £7000-8000”*. It was stated *“at the same time the Respondent informed the leaseholders that he was the new freeholder and that he would also be acting as the new managing agent of the property”*.

14. The Applicants maintained that the Respondent had failed to carry out the necessary repairs, failed to produce accounts and failed to reply to communications from the Applicants. The Applicants were told on 1 August 2013 that the Respondent *“no longer wished to talk to them about the issue”*. Mr Speller said that the hearing bundle had been sent to the Respondent by recorded delivery and produced evidence that the bundle had been signed for.

15. Mr Speller said that the Respondent was in breach of his obligations under the lease, the damage and cost of repairs continued to escalate and the Respondent was not able or not willing to manage the property. He also understood that any service charges payable by the commercial unit on the ground floor were either paid or waived by the Respondent. Mr Speller said that he believed that the Respondent received a higher rent on the commercial unit which included any service charges.

16. Mr O’Sullivan gave oral evidence on behalf of the Applicants, although he had not provided a witness statement and confirmed that although this was not the first time he had sought appointment as a Manager, it was the first time he had attended a hearing before a Tribunal, since the other cases had settled without a Manager being appointed. He said that he was one of two directors, and the senior shareholder, of the management company with a London portfolio of mainly residential property comprising some 2,000 units in Wandsworth, Putney, Fulham Clapham and Croydon. He said that the portfolio was of mainly purpose built blocks, but with some houses converted into 2 units. He was questioned at length by the members of the Tribunal as to his background and on how he would deal with the problems affecting the property, particular since the Tribunal had some concerns as to his apparent lack of experience in dealing with a possibly difficult situation which might require a robust approach.

### **Evidence on behalf of the Respondent**

17. Mr McGowan did not appear at the hearing on 3 February 2014 and was not represented. Neither did he submit a hearing bundle and/or a witness statement.

### **The Tribunal’s Decision after the hearing on 3 February 2014**

18. As was explained by the parties present at the hearing, the appointment of a Manager is a draconian step and the threshold is high.

19. The Applicants were unrepresented and had not provided a suitable draft Management Order in a form satisfactory to the Tribunal. The proposed Manager did not supply the detailed information and comprehensive management plan in a form which would reasonably be expected by the Tribunal.

20. On the other hand, it appears that Mr McGowan has not engaged in the process of the Tribunal in any way. He did not appear and was not represented at the Pre Trial Review held on 5 November 2013 or the hearing on 3 February 2013. He had not provided a bundle or a witness statement.

21. The Tribunal retired to consider the best way forward in these difficult circumstances and advised the parties present at the hearing that the Tribunal was minded to appoint a Manager, although it was made clear that no final decision had yet been made.

22. Accordingly, the matter went part heard and was re-listed for a hearing date of 10 March 2014, and before the same members of the Tribunal. Further Directions of the Tribunal were issued to the parties.

#### **Hearing on 10 March 2014**

23. At the hearing on 10 March 2014, two of the Applicants, Mr Speller and Mr Armstrong, again were present and were not represented. Both Mr Speller and Mr Armstrong provided further evidence. The Respondent, Mr McGowan, did not appear and was not represented.

24. The Tribunal was advised that Mr O'Sullivan was no longer put forward as the proposed manager, and the new Manager proposed was Mr J Mortimer of John Mortimer Property Management Ltd. Mr Mortimer attended the hearing on 10 March 2014 and provided evidence on behalf of the Applicants.

25. It was noted from the working file that Mr Speller had, in an email to the Case Officer dated 25 February 2014, put forward Mr Mortimer as the proposed Manager "*after advice from the tribunal*". The Tribunal took issue with Mr Speller in respect of this statement, which was incorrect. No advice was or would be given by the Tribunal to any parties appearing before it. Mr Speller was challenged about this suggestion and he apologised, saying that he had chosen the wrong words, and had merely wished to point out that, following the questioning of the previously proposed Manager by the Tribunal, the Applicants had formed the opinion that the Tribunal had identified possible shortcomings in the proposal, and so they had decided not to put his name forward.

#### **Evidence on behalf of the Applicants**

26. The Applicants had not heard anything further from the Respondent and the position in this respect was as it was at the hearing on 3 February 2014. The condition of the building was continuing to deteriorate. Mr Speller said "*we are fairly desperate*".

27. Mr Mortimer was questioned by the Tribunal. He said that his company had been established in 1990 after many years of management through corporations and now managed some 500 developments, the largest being 10,000 units in Portsmouth. He said that he kept a good standard of communication and "*you stand on your reputation*". He said that he was based in Bracknell and employed 45 staff. He said that he would not manage the subject property personally but had already sent a team of a health and safety compliance manager and a projects development manager to inspect. Mr Mortimer had not attended the property.

28. Mr Mortimer was questioned by the Tribunal in depth as to how he would deal with the issues affecting the property and he set out his management plan which included attending to the urgent issues, preparation of a budget and planning of a reserve fund.

29. It subsequently transpired that the health and safety compliance manager (referred to in paragraph 27 above) had not, in fact, attended the property as Mr Mortimer had thought, but the projects development manager, a Mr P Brockhurst had attended. The Tribunal asked to see Mr Brockhurst and he subsequently attended the hearing.

30. Mr Brockhurst said that he was the project manager in charge of larger projects over and above day to day management. He had been employed by Mr Mortimer for approximately 5 weeks, but before that he had been employed by Swindon Borough Council on a short term contract as Asbestos Manager and before that had been employed for some 27 years as a Building Surveyor predominantly dealing with domestic building maintenance and refurbishments. He was an associate member of the Chartered Institute of Building.

31. Mr Brockhurst confirmed that he had inspected the property alone and had spent over an hour at that inspection. He went through the building, but could only gain access to the ground floor flat. He had inspected the exterior of the property from the ground floor and with binoculars. In his view, the structure was sound although the roofs at the rear required attention. He described the interior of the property as "*a bit of a mess*" but the property was generally wind and watertight. The commercial unit on the ground floor had not been inspected. He said a Health and Safety assessment was an essential requirement.

### **Evidence on behalf of the Respondent**

32. Mr McGowan did not appear at the hearing on 10 March 2014 and was not represented. Neither did he submit a hearing bundle and/or a witness statement.

### **The Tribunal's Determination**

33. S24 of the Act states, inter alia,

**(1) A leasehold valuation tribunal may, on an application for an order under this section, by order (whether interlocutory or final) appoint a manager to carry out in relation to any premises to which this Part applies-**

- (a) such functions in connection with the management of the premises, or**
- (b) such functions of a receiver,**

**or both, as the tribunal thinks fit.**

**(2) A leasehold valuation tribunal may only make an order under this section in the following circumstances, namely-**

**(a) where the tribunal is satisfied-**

- (i) that any relevant person either is in breach of any obligation owed by him to the tenant under his tenancy and relating to the management of the premises in question or any part of them or (in the case of an obligation dependent on notice) would be in breach of any such obligation but for the fact that it has not been reasonably practicable to the tenant to give him the appropriate notice, and**
- (ii) .....**
- (iii) that it is just and convenient to make the order in all the circumstances of the case;**

34. Thus, the Applicants in this case must persuade the Tribunal not only that the landlord is in breach of an obligation or obligations under the lease relating to the management of the property but also that it would be just and convenient in all the circumstances to make an order. As a general premise, and as explained to the parties at the hearing, it is the view of the Tribunal that a decision of the Tribunal to, in effect, strip the landlord of his right to maintain his own building, is draconian and not to be invoked lightly. The threshold is high.

35. In the Court of Appeal case of **Maunder Taylor v Blaquiére (2002)** it was held that the purpose of Part II of the Act was to make provision for the appointment of a manager who would carry out duties required by the Court or Tribunal. Accordingly, the Manager's functions were those of a court appointed official rather than those of the landlord, and therefore were not confined to either carrying out the lease terms or the landlord's obligations under the lease. Accordingly, any manager appointed by the Tribunal does not and cannot be considered as stepping into the shoes of the landlord.

36. A Manager appointed by the Tribunal is not appointed to favour the tenants nor to carry out the functions of the landlord under the lease. The Manager is appointed to oversee a scheme of management and acts independently of the parties.

37. In considering whether or not to appoint a Manager, the Tribunal must go through a four stage process as laid down in the case of **Cawsand Fort Management Co. Ltd V Stafford and others [2007] EWCA Civ 1187; [2007] 48EG 145** as follows:-

- (a) the Tribunal must be satisfied that the Applicants are entitled to have a Manager appointed and that the property is one in respect of which a Manager may be appointed;
- (b) it must consider whether the statutory criteria for the appointment of a Manager are met and whether or not to exercise its discretionary power to appoint a Manager in those circumstances;
- (c) it must identify the scope of the property over which the Manager is to be appointed;
- (d) it must determine what function to confer upon the Manager.

38. The property appears clearly in need of repair. The lack of repair has resulted in the tenants of Flat 57A receiving electric shocks. Monies have been paid to the Respondent but he appears to have neither repaired the property nor refunded the monies already paid to him.

39. The Respondent appears to be wholly unaware of his responsibilities under the leases. There is no evidence that the Respondent has been providing management and/or maintenance since he purchased the freehold in 2012.

40. The evidence of Mr Brockhurst was of assistance to the Tribunal. He is an experienced professional who has already inspected the property.

41. The property evidently requires significant, and probably costly, repair and maintenance. The building and the flats are suffering from neglect which may result in a reduction of capital values. The Tribunal determines that there has been a breach of the obligation or obligations by the landlord of the lease terms. The Tribunal is of the view that the property is not being managed in accordance with the RICS Code of Conduct.

42. The Tribunal determines that in the circumstances of the present case it would be just and convenient for a Management Order to be made.

43. The Tribunal appoints Mr John Mortimer of John Mortimer Property Management Ltd. as a Manager and Receiver of 57 Queenstown Road SW8 3RG for a period of **Two (2) years from 1 May 2014** and the Management Order is attached to this Order.

#### **Application under S20C of the Act**

44. S20C of the Act states:-

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



**determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.**

**(2) The application shall be made;**

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

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

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

46. In the judgement of His Honour Judge Rich in a Lands Tribunal Decision dated 5 March 2001 (**The Tenants of Langford Court v Doren Ltd**) it was stated, inter alia "*where, as in the case of the LVT, there is no power to award costs, there is no automatic expectation of an order under Section 20C in favour of a successful tenant, although a landlord who has behaved improperly or unreasonably cannot normally expect to recover his costs of defending such conduct. In my judgment the primary consideration that the LVT should keep in mind is that the power to make a order under Section 20C should be used only in order to ensure that the right to claim costs as part of the service charge is not to be used in circumstances that makes its use unjust*".

47. Under new legislation, there is now a limited power for the Tribunal to order costs, but Judge Rich's comments are still valid.

48. In accordance with S 20C (3) of the Act, the applicable principle is to be a consideration of what is just and equitable in the circumstances. Of course, excessive costs unreasonably incurred would not be recoverable by the landlord in any event (because of S19 of the Act) so the S20C power should be used only to avoid the unjust payment of otherwise recoverable costs.

49. In his judgement, Judge Rich indicated an extra restrictive factor as follows:-

*“Oppressive and, even more, unreasonable behaviour however is not found solely amongst landlords. Section 20C is a power to deprive a landlord of a property right. If the landlord has abused his rights or used them oppressively that is a salutary power, which may be used with justice and equity, but those entrusted with the discretion given by Section 20C should be cautious to ensure that it is not itself turned into an instrument of oppression”*

50. It is not known whether the Respondent intends to place any landlord’s costs of proceedings before the Tribunal on a service charge account. It is regrettable that the Respondent has not engaged with the process of the Tribunal in any way, neither by attending and/or making representations at the Case Management Hearing, responding to two sets of the Tribunal’s Directions or either of the substantive hearings. It is understood that the Applicants invited him to attend a mediation at the Tribunal. He did not do so.

51. The Respondent has been unsuccessful. The Tribunal does not feel that the Applicants should be burdened with the consequence of that lack of success.

52. The Tribunal determines that it is just and equitable that any costs incurred by the Respondent in connection with the present proceedings before the Tribunal are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the Applicants.

<b>Name:</b>	J Goulden	<b>Date:</b>	14 April 2014
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**FIRST-TIER TRIBUNAL PROEPRTY CHAMBER**

**MANAGEMENT ORDER**

**CASE REFERENCE: LON/00BJ/LAM/2013/0030**

**PROPERTY: 57 Queenstown Road, Battersea, London, SW8 3RG**

**BETWEEN:**

**APPLICANTS: Mr Thomas Speller, Mr Nicholas Armstrong, Mrs Nicola Armstrong**

**RESPONDENT: Mr Bernard McGowan**

1. In this Order

- (a) "the Property" means **Flats A to C and commercial unit, 57 Queenstown Road, Battersea, London, SW8 3RG**
- (b) "the Respondent" includes the landlord and any successors in title to the Respondent
- (c) "the Lessee" means a person holding under a long lease as defined by Section 59(3) of the Landlord and Tenant Act 1997 ("the Act")

2. It is ordered that:

In accordance with Section 24(1) of the Landlord and Tenant Act 1997 ("the Act") Mr John Mortimer of John Mortimer Property Management Ltd ("the Manager" be appointed Manager and Receiver of the Property for a period of two (2) years from 1 May 2014 ("the Period").

3. The Manager shall during the Period manage the Property in accordance with:

- (i) the Directions and Schedule of Functions and Services set out below;
- (ii) the rights and obligations of the Landlord under the leases demising the flats at the Property and in accordance with all relevant statutory requirements and in compliance with the requirements of the service charge Residential Management Code published by the Royal Institution of Chartered Surveyors and approved by the Secretary of State of England and Wales under Section 87 of the Leasehold Reform Housing and Urban Development Act 1993.

**DIRECTIONS**

- 1. From the date of appointment, and throughout his appointment, the Manager shall maintain a policy of professional indemnity insurance to cover his obligations and liabilities as Manager in the sum of not less than Two million pounds (£2,000,000).
- 2. The Parties to this application shall, not later than 28 days from the date of this Order, provide all necessary information to the Manager and arrange an orderly transfer of responsibilities. All accounts, books, records, survey reports and funds shall be transferred within 28 days to the Manager.

3. The Manager is entitled to such disclosure of documents as held by the Respondent, their advisors or agents as is reasonably required for the proper management of the Property.
4. The rights and liabilities of the Landlord arising under any contracts of insurance, and/or any contract for the provision of any services to the Property shall in 28 days from the date of this Order become the rights and liabilities of the Manager.
5. The Manager and the parties shall be entitled to apply to the Tribunal for further directions if so advised and/or in the event that the circumstances necessitate such an application.
6. The Manager shall be entitled to remuneration as set out below.

## **SCHEDULE OF FUNCTIONS AND SERVICES**

### **Service Charges**

- 1.1 Prepare an annual service charge budget, administer the service charge and prepare appropriate accounts in accordance with the relevant leases and any relevant Code of Practice.
- 1.2 Demand and collect service charges, insurance premiums and any other payments arising under the relevant leases as appropriate.
- 1.3 Hold all monies received pursuant to this Order and/or pursuant to the lease provisions as a trustee, in an interest bearing account (if appropriate), pending such monies being defrayed.
- 1.4 The Manager shall be entitled to take such action and Court or Tribunals proceedings as may be necessary to collect the service charges or rent arrears and to take such action in the Courts or Tribunals as may be necessary or desirable to secure compliance with the Lessees' obligations under the leases relating to the flats in the Property.

### **Accounts**

- 2.1 Arrange for an accountant to prepare an annual statement of account for the Lessees, detailing all monies received and expended and held over or held by way of reserve fund. The cost of these accountants to be paid for from service charges.
- 2.2 Produce for inspection by the Lessees, receipt or other evidence of expenditure.
- 2.3 All monies collected on the Lessee's behalf will be accounted for in accordance with any relevant RICS Code of Practice.

## Maintenance and Management

- 3.1 Arrange, manage and where appropriate supervise all repair and maintenance, building work and service contracts application to the Property and instruct contractors to attend to the same, as appropriate.
- 3.2 If applicable, the Manager is to obtain quotations from an RICS surveyor within a period of six weeks from the date of the Order to carry out the following:-
  - (a) A survey of the Property
  - (b) Prepare a specification of works
  - (c) Prioritise the repairs with a view to spreading the costs over a period of time
  - (d) Prepare an estimate of costs for the works to be prioritised
- 3.3 Based on the information supplied by the RICS surveyor, the Manager is to prepare a report for discussion with the Lessees
- 3.4 The Manager will instruct the surveyor to obtain quotations for the works as set out in the specification of works and time frame and the Manager will, as appropriate, prepare and enter into the S20 consultation process.
- 3.5 Notwithstanding the terms of the leases of the flats, the Manager will, and as a condition precedent to carrying out the works to the Property, be entitled to demand from the Lessees and the Respondent the necessary funds in order to carry out the works including professions and supervision fees plus VAT and the Lessees and the Respondent will place the Manager in funds within 28 days of the demand.

## Fees

The Manager shall be entitled to charge the following management fees:

- 4.1 During the first year of this Order:-
  - (a) A fee not exceeding £300 per annum plus VAT per unit, to include the commercial premises on the ground floor of the property, for the basic management duties listed (i) to (xiii) below :
    - (i) Collection of service charges
    - (iii) Payment of all invoices
    - (iv) Maintain service charge accounts up to Trial Balance and handover to an accountant for review and producing year end accounts
    - (v) Managing day to day repair issues
      - (a) Arrange a contractor to carry out repairs
      - (b) Cost of repairs to be paid for from service charges
    - (vi) Provide a telephone number for emergency out of hours calls of a maintenance nature
    - (vii) Regular on site inspections

- (viii) Communicate with Lessees and Landlord
    - (a) Any on site meetings to be in business hours
  - (ix) Provide point of contact for maintenance issues
  - (x) Provide a point of contact for accounts issues
  - (xi) Website with a dedicated client area
  - (xii) Annual Report to Lessees and Landlord
  - (xiii) Oversight of Health and Safety compliance by in house Compliance Manager
- (b) Reasonable fees for work outside of basic management duties at an hourly rate not exceeding £100 plus VAT
- Attending court cases
  - Evening meetings
- (c) Works previously identified as being required are not included in the Basic Management fee and are subject to a Supervision fee of 10% plus vat and are listed below (i to xx). This list is not limited as there may possibly be other works later identified, either by a surveyor or in future inspections, and subject to a Section 20 consultation. Any S20 consultation process will be subject to 10% Supervision Fee of the contract plus vat:
- i. Repairs to roof
  - ii. Fire risk assessment, Health and Safety check
  - iii. Fire signage
  - iv. Fire alarm system and detectors (wireless)
  - v. Asbestos survey
  - vi. Electrical test of communal areas, including isolation of damaged/cut cables
  - vii. Upgrade/replace electrical cupboard to be FD30
  - viii. Installation of emergency lighting
  - ix. Take down hall ceiling and replace with new plasterboard ceiling and skim and decorate to match existing.
  - x. Bring flat entrance doors up to FD30 (3 no)
  - xi. Bring main entrance door up to spec
  - xii. Investigate and resolve leak to ground floor flat, redecorate ceiling
  - xiii. Cut out and replace spalling bricks to the front elevation
  - xiv. Health and safety works to **make safe only** the use of the flat roofs to the rear
  - xv. Re-align and re-site guttering to the rear flat roof extension
  - xvi. Attend to ponding to the rear first floor flat roof surface
  - xvii. External decoration
  - xviii. Internal decoration
  - xix. Carpet Cleaning
  - xx. Carpet replacement

4.2 In the second year of this Order the basic fee referred to in paragraph 4.1(a) above shall be increased to £315 per annum plus VAT per unit.