



**First-tier Tribunal
Property Chamber
(Residential Property)**

Case reference : CAM/22UH/LSC/2016/0001

Property : 82 The Meadows,
Sawbridgeworth,
Essex CM21 9RA

Applicant : Sheering Management Ltd.

Respondent : Renee Sian Lazell

**Date of Transfer from
the county court** : 15th January 2016

Type of Application : To determine reasonableness and
payability of service charges and
administration charges

The Tribunal : Bruce Edgington (lawyer chair)
Stephen Moll FRICS
John Francis QPM

**Date and Place of
Hearing** : 26th April 2016 at Harlow Magistrates' Court,
Harlow, Essex CM20 1HH

DECISION

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1. In respect of the amount claimed by the Applicant from the Respondent in the sum of £3,833.35, the Tribunal only has jurisdiction to deal with the service charges and the administration fees totalling £3,113.35 and finds that £3,104.17 of that sum is payable by the Respondent.
2. The Tribunal does not make an Order pursuant to section 20C of the **Landlord and Tenant Act 1985** ("the 1985 Act").
3. All matters relating to court fees and costs incurred in the county court, interest and the counterclaim are transferred back to the county court sitting at Chelmsford under claim no. B63YJ982

Reasons

Introduction

4. This is a claim brought in the county court by a management company against the Respondent who is the current long leaseholder of the property, which is part of a development of 72 flats in several buildings. It seeks to recover service charges and administration charges going back to the year ending 31st December 2013. Quite why all this time has been allowed to pass without action being taken is not explained. The defence amounts to a general challenge to a number of service charges items. The Respondent has prepared a helpful Scott Schedule which raises no less than 58 questions.
5. The most significant allegation is that the Applicant has not properly maintained the window frames. Both parties appear to have agreed that they are now rotten beyond repair despite the fact that the property was only built in the mid 1980's. There is no mention in the counterclaim about the cost of replacement although the Respondent does seek to recover her costs and expenses arising from these proceedings including legal fees and expenses, loss of earnings and travel expenses totalling £995.00. At the hearing the Respondent said that the omission of the cost of a window replacement had been a mistake on her part.
6. The case for the Applicant is that the window frames were not very well made in the first place but they have been maintained appropriately. It is said that as they are part of the demise, it is the Respondent's responsibility to replace them. It is suggested that they are replaced with uPVC units to avoid future maintenance costs. Thus, the Tribunal does need to deal with the issue as to the ownership of the windows although, to some extent, it is a theoretical question as the lessees jointly or individually ultimately have to pay for either maintenance or replacement.

The Inspection

7. The members of the Tribunal inspected the property and the grounds of the development in the presence of the Respondent and the 3 witnesses for the Applicant namely Janet Harris, John Glover and Terence Worledge. The development is an established residential estate with pleasant grounds. There appear to be 2 larger blocks and the Tribunal looked in particular at the block housing the property. It has 2 floors plus rooms in the roof of part and is of brick construction under an interlocking concrete tiled roof. Parts of the building have or had wood cladding. The flat in question is on the first floor.
8. The grounds are laid out to lawn and shrubs and there are various car parking areas. The Tribunal's attention was drawn to a number of small remedial tasks which had been undertaken recently. It was pointed out that the fencing around the clothes drying area was wood and hadn't been painted or protected for a long time. The wall to one side of the building was rendered and painted and had straight hairline cracks in it. There were only 3 flats in this building which did not have replacement windows (including the subject property) and, fortunately, the replacements looked very similar to each other.

9. The members of the Tribunal were able to see the inside of the property. The window frames were not in good condition and an outside corner of one in particular showed some signs of significant decay. However, to suggest that they are rotten beyond repair is, in the Tribunal's view, an exaggeration. The windows should have been maintained every three years.

The Lease

10. The bundle of documents supplied for the Tribunal includes a copy of a certified copy of the lease which appears to be dated 29th October 1986 and is for a term of 99 years from the 1st June 1985. The landlord is McLean Homes North London Ltd, the management company is the Applicant and the lessee is Janet Jordan.
11. It is for the management company to "*manage maintain and repair the Building including the Service Media and Common Parts*". The 'Building' is defined as "*the Building or Buildings comprising the flats described in Paragraph 8 of the Particulars and shown edged with a thick black line on the Plan*". Paragraph 8 is set out below. The 'Common Parts' are defined as "*the main structure including the roofs walls and foundations and those other parts of the Building not included in any Lease or Tenancy granted by the Lessor*". The lessee must contribute towards the cost. There is no dispute as to the proportion of such costs which are to be paid.
12. It is not a very well drafted lease. Simple examples are:-
- the particulars of the parties, the date, premium etc. are at the end of the document rather than the beginning where one would expect to see them
 - the ground rent is defined as "*£60 is payable half yearly in advance on the 29th June and 25th December in every year*" when there is nothing to say whether it is £60 per year or half year. Clause 11 of the Sixth Schedule says that the ground rent is to be reviewed every 33 years but the particulars make no mention of this. The review criteria are not easy to understand for a lay person.
 - the demise in paragraph 8 of the Particulars is simply drafted as being "*the flat on the first floor of the building numbered 88 shown edged red on the Plan annexed hereto*". There are 2 plans and, as often happens in these cases, neither has any red edging on the copies supplied. Such plans are of small scale and the edging would appear to be very large scale i.e. the red lines are wide so that they do not accurately define the true extent of the flat.
 - Clause 9 of the Sixth Schedule says that walls are party walls but "*where any wall adjoins an area not specifically demised in another lease then such walls to its full thickness (including the outside thereof) shall pass with the demise of the property concerned*". The Applicants rely on this clause to say that the window frames form part of the demise because they are part of the

exterior wall.

- The only liability to pay solicitors costs or other expenses in connection with legal proceedings would appear to be in the Third Schedule, clause 22 and such costs must be incidental to the preparation and service of a notice under section 146 of the **Law of Property Act 1925**. The Applicants have already said that forfeiture is not being sought at the moment. In any event, the management company cannot forfeit which makes this clause inapplicable to them.

13. It was confirmed at the hearing that all the long lessees are members of the management company which means, of course, that the majority view will prevail on management decisions.
14. As far as any administration charges are concerned, which would include the fees of the debt recovery agency, clause 15 of the Fifth Schedule provides that the Applicant shall *“include in the Service Charge any other expenses necessary for the proper carrying out of the maintenance duties by the Company which shall have been approved at its Annual General Meeting”*. Thus, assuming such approval, the reasonable fees of a debt recovery agency employed to recover payable but unpaid service charges, would, in the Tribunal’s view, be recoverable. After all, without the service charges, the Applicant cannot carry out maintenance duties. Having said that, there is clear Upper Tribunal authority in a number of recent cases for the view that such a clause would not include the costs incurred in any proceedings. For such costs to be included, there would have to be very clear and specific wording, which there is not in this lease.

The Law

15. Section 18 of the 1985 Act defines service charges as being an amount payable by a tenant to a landlord as part of or in addition to rent for services, insurance or the landlord’s costs of management which varies ‘according to the relevant costs’.
16. Section 19 of the 1985 Act states that ‘relevant costs’, i.e. service charges, are payable ‘only to the extent that they are reasonably incurred’. This Tribunal has jurisdiction under section 27A of the 1985 Act to make a determination as to whether such a charge is payable.
17. Similar provisions apply under the **Commonhold and Leasehold Reform Act 2002** in respect of administration fees and the Tribunal’s jurisdiction to determine their reasonableness and payability.
18. In **Schilling v Canary Riverside Development PTD Ltd** LRX/26/2005; LRX/31/2005 & LRX/47/2005 His Honour Judge Rich QC had to consider upon whom lay the burden of proof. At paragraph 15 he stated :

“If the landlord is seeking a declaration that a service charge is payable he must show not only that the cost was incurred but also that it was reasonably incurred to provide services or works of a

reasonable standard, and if the tenant seeks a declaration to the opposite effect, he must show that either the cost or the standard was unreasonable. In discharging that burden the observations of Wood J in the Yorkbrook4 case make clear the necessity for the LVT to ensure that the parties know the case which each has to meet and for the evidential burden to require the tenant to provide a prima facie case of unreasonable cost or standard.”

The Hearing

19. The hearing was attended by those who attended the inspection plus Selina Chanal who is a trainee solicitor from the Applicant's solicitors. She repeated an application to adjourn the hearing which had been made in writing the day before.
20. The position was that counsel instructed by her firm, Jonathan Wragg, had been struck down with a severe medical condition over the previous weekend making it impossible for him to attend. The details were not important as the Tribunal accepted that this had occurred. When the application came in to the Tribunal office the day before, a copy had been sent to the Respondent who objected on the basis that she was suffering from severe tension as a result of these proceedings. She said, in effect, that she was self representing and she could not understand why a barrister was involved.
21. Ms. Chanal said that she had spent most of the previous day trying to find someone else. It was put to her that counsel's clerk should have been doing this but the response to that was that counsel did not have a clerk, which the Tribunal was very puzzled about. One of the tasks of counsel's clerk is to deal with this type of situation and to ensure that a returned brief is passed on.
22. The Tribunal's decision as to the adjournment was that it should be refused and the following matters were taken into account:-
 - Whilst the illness of counsel was to be regretted, last minute returned briefs were common at the bar – particularly in criminal matters where the length of trials was difficult to predict. Counsel frequently had to take large briefs from others the day before a hearing. It is one of the purposes of the 'cab rank' principle. The fact that apparently some barristers refused to accept this brief was a matter of some concern. It is not a large or complex case.
 - Any party before the Tribunal is entitled to be represented by counsel but that does not mean that the failure of counsel to be available to attend a hearing, for whatever reason, meant that the hearing had to be automatically adjourned.
 - The Tribunal had notified the parties that any skeleton argument on legal matters, particularly on the issue of whether the window frames were part of the demise, must be filed by Friday the 22nd April. None had been filed in this case which led the Tribunal to the view that Mr. Wragg had not

intended to address the Tribunal at length on any such legal technical matter even though he knew or should have known that this was a matter of concern to the Tribunal.

- The case involved a total claim of £3,833.35 of which £3,113.35 was within the Tribunal's jurisdiction. The overriding objective therefore dictated that any decision to adjourn had to be made on the basis that there was something about the case which dictated that justice would not be served unless there was an adjournment. The pure financial value alone did not warrant an adjournment. In the Tribunal's view there was no indication that justice would not be served if the hearing went ahead.
- The bundle contained over 640 pages but many were copy invoices which were not really challenged and there were at least 2 copies of the lease. The basic issue in this case was the standard of workmanship of some of the works undertaken and the standard of management, both of which were factual matters alone.

23. The hearing therefore continued. Ms. Chanal remained and assisted the Tribunal with her submissions and comments. She is to be commended for the way she presented herself and represented her clients.
24. The Tribunal members went through a number of questions they had arising from the papers and the various witnesses tried to assist the Tribunal as best they could. Having said that, Mr. Glover in particular was somewhat hostile in his attitude. He 'insisted', even after the Tribunal pointed out to him that the lease was badly drawn and was ambiguous, that his interpretation of the lease was the right one. When the Respondent asked what had happened to a member of the managing agent's staff who was long serving and she had found to be helpful, but had suddenly disappeared. The Tribunal asked the neutral question as to what had happened to her but Mr. Glover's attitude was to just to be hostile. Eventually he said that she had just been offered a new job and had taken it.
25. This was all happening at a time in the hearing when the Respondent was clearly showing some signs of emotional stress and Mr. Glover's somewhat insensitive attitude was far from helpful. Mr. Worledge then wanted to address the Tribunal but all he said was that the service charge account had been in arrear for some years which was, of course, completely irrelevant to what the Tribunal had to determine and, once again, appeared to be a method of creating antagonism.
26. The Tribunal then went through the Scott Schedule with the parties and received their representations and evidence.

Ownership of the Windows

27. The Applicant's case is, of course, based entirely on Clause 9 of the Sixth Schedule. Mr. Glover said at the hearing that some wording of the insurance provisions also indicated lessees' ownership but this did not determine ownership. In the pre-hearing representations, the following words led the Applicant to the view that the external walls are part of the demise i.e. "*where any wall adjoins an area not specifically demised in another lease then such*

and replacement of windows in a block of flats in order to (a) keep control over the outward appearance of the building and (b) ensure that rotten window frames did not allow water to seep into the structure. There is always, after all, a 'ground rent' value to the building and it is therefore in the landlord's interests to maintain the appearance and, thus, the value of the building as a whole. With a tri-partite lease, the landlord would place that responsibility in the hands of the management company.

35. If the original lessees had been asked at the time, the Tribunal is also of the view that they would want the exterior of the building to keep a uniform and pleasant appearance so that the flats would maintain their open market value. In other words, allowing individual lessees to install windows possibly of differing colours, style, quality and appearance would not be preferred or intended.
36. The lease does not mention the ownership of windows and window frames. In this Tribunal's view, it is likely that if a court was asked to interpret an implied term into the lease to cover this situation, then it is likely to say that the external walls, including the window frames and window 'furniture' are part of the structure and are not demised to the lessees i.e. they are included within the 'common parts'. Alternatively, as it is the management company's responsibility to maintain the structure and pass the expenses to the lessees generally as part of the service charge, the same would apply to the window frames etc. even if they do form part of the demise because they form part of the wall which has to be maintained by the landlord. This may cause somewhat of a problem for the Applicant as it has clearly allowed individual lessees to replace their own windows.
37. It may well be that the lessees will agree amongst themselves that as some have already paid to replace their windows, everyone else should do the same because, at the end of the day, the lessees have to pay in any event. It would simply be unfair for the last three people in this building to have their windows replaced at the joint expense of everyone else. However, that is a matter for them to make their minds up having, hopefully, obtained legal advice. It is a bit concerning to see that the Applicant has, since this legal process started, served a section 20 consultation notice as a preliminary to decorating the window frames. If everyone is agreed, despite the Tribunal's views as stated above, that they are beyond repair, one questions the sense of this.

Discussion

38. The Tribunal was saddened to see that the statements of evidence and correspondence in the bundle prepared for the hearing contained allegations and cross allegations and 'hints' of dishonesty, incompetence and criminal behaviour by both the managing agents for the Applicant and the Respondent.
39. The only task for this Tribunal is to determine whether the service charges and administration charges claimed are payable, are reasonable and have been reasonably incurred. The allegations are therefore largely irrelevant and a great deal of time and effort has therefore been spent by the parties and this Tribunal

on matters which have not helped the Tribunal at all. This point is made to reassure the parties that all the papers have been read, but if individual decisions are not made on each and every allegation, they must understand that the reason is that such allegations do not help with the decision making process.

40. It is also worth saying to the Applicant that it should call an Annual General Meeting every year, whether people attend or not and that its managing agent should visit the property reasonably regularly. If it had done so in this case, the cleaning problems may have been spotted earlier. The obvious anomaly with regard to the windows, the ownership of which is not even mentioned in the lease, should have been resolved a long time ago by either an agreement between all lessees with deeds of variation executed, or an application to this Tribunal to vary the leases or an application to the county court for a declaration as to what terms should be implied into the leases to cover the point.

41. From the Respondent's point of view, she should know that managing an estate of 72 flats is not an easy task with the views of a management company and 72 individual lessees having to be taken into account. She cannot expect the managing agent to visit every week or have someone watching over contractors constantly. It is a fact of life nowadays that many 'buy-to-let' landlords sublet flats to people who are not really bothered about keeping the building in good condition and no end of badgering of the managing agent is going to cure that. Despite her comments, the management fees are actually well within the range of reasonableness.

42. Whatever decision this Tribunal makes on the issues now will not please both parties because the problems have been allowed to 'fester' for far too long. However irritating and expensive it may be, there really is no substitute to taking expert legal advice and meeting regularly to try to resolve problems. No doubt all parties would have been helped by having a lease which was clearly written so that each party knew precisely the other's obligations. Also, a lessee management company needs to have a board of directors who meet regularly and communicate with other lessees.

43. The claim is for £3,833.35 which is made up as follows:-

	£
y/ending 31.12.13	406.51
on a/c for 2014	917.50
phase 3 of major works 2014	494.17
admin. fee	50.00
y/ending 31.12.14	81.49
emergency lighting	103.71
on a/c for 2015	909.97
PDC (debt collection agency)	<u>150.00</u>
	3,113.35
Court fees and costs	<u>720.00</u>
	3,833.35

walls to its full thickness (including the outside thereof) shall pass with the demise of the property concerned". Can these words really apply to outside walls? Is it not more logical to infer that these words relate to internal 'areas' such as landings, staircases, hallways etc. which are not demised to other lessees. Apart from the ground floor, can the outside really be described as 'an area not specifically demised in another lease'? Those words anticipate the ability to demise such 'areas'. How can one actually 'demise' open space suspended in mid air?

28. The Tribunal has looked at previous cases to see whether there are any which help with regard to ownership of windows where, despite the views of the Applicant, the lease is unclear. There is an authority which does deal with whether windows form part of the structure of a building i.e. **Re The Estate of Valbourg Cecile Godman Irvine v Moran** [1992] 24 HLR 1. This was a Queens Bench decision of Mr. Recorder Thayne Forbes QC which was referred to with approval and followed in the Lands Tribunal decision of **Sheffield City Council v Hazel St. Clare Oliver** [2008] WL 3909333 determined by the then President, George Bartlett QC.
29. The issue in the **Irvine** case was whether windows, including sashes, cords, frames, glazing and furniture came within landlord's implied covenants to 'keep in repair the structure and exterior of the dwelling house' as implied by section 32 of the Housing Act 1961. In the **Sheffield Council** case, the terms of the lease were basically the same i.e. the landlord had to keep in repair the 'structure and exterior' of the premises. The Leasehold Valuation Tribunal determined that this did not include replacing the windows and frames and this decision was overturned on appeal. The relevance of these cases is that the provisions relating to repairs and maintenance in this case are the same i.e. the lessees have to contribute towards the maintenance of the structure and exterior of the building.
30. The passages of Mr. Recorder Forbes QC's judgment quoted in the later case, which is, of course, binding authority for this Tribunal are, at 262 F-G and 262M – 263B, the first of which says:-

"I have come to the view that the structure of the dwelling-house consists of those elements of the overall dwelling-house which give it its essential appearances, stability and shape. The expression does not extend to the many and various ways in which the dwelling-house will be fitted out, equipped, decorated and generally made to be habitable.

I am not persuaded...that one should limit the expression 'the structure of the dwelling-house' to those aspects of the dwelling-house which are load bearing in the sense that that sort of expression is used by professional consulting engineers and the like; but what I do feel is, as regards the words 'structure of the dwelling-house', that in order to be part of the structure of the dwelling-house a particular element must be a material or

significant element in the overall construction. To some extent, in every case there will be a degree of fact to be gone into to decide whether something is or is not part of the structure of the dwelling-house”.

31. He then went on to say:-

“Windows pose a slightly different problem. I have some hesitation about this, but bearing in mind that one is talking about a dwelling-house, and rejecting as I do the suggestion that one should use ‘load-bearing’ as the only touchstone to determining what is the structure of the dwelling-house in its essential material elements, I have come to the conclusion that windows do form part of the structure of the dwelling-house. My conclusion might be different if one were talking about windows in, let us say, an agricultural building. The essential material elements may change, depending on the nature and use of the building in question. In the case of a dwelling-house, it seems to me that an essential and material element in a dwelling-house, using ordinary common sense and an application of the words ‘structure of the dwelling-house’ without limiting them to a concept such as ‘load-bearing’ must include the external windows and doors. Therefore, I hold that windows themselves, the window frames and the sashes do form part of the structure. It follows that, since these are the sash windows, it would be invidious to separate the cords from the sashes and the essential furniture from the frames. So, in my judgment, the windows including the sashes, the cords and the furniture are part of the structure of the dwelling-house”.

32. Thus it appears clear that if the lease doesn't say anything to the contrary, not only has the High Court but also the Lands Tribunal has determined that in respect of a dwelling house – as this property is – the structure and/or the exterior will include the windows, the window frames and furniture. Therefore, in normal circumstances where the structure stays with the landlord, the cost of replacing the windows will be a service charge provided the cost is reasonable.
33. So, do these cases assist with regard to the particular and very unusual facts of this case where, on the Applicant's case, the structural exterior walls – even if they do include the windows – apparently form part of the demise? Even on the Applicant's case, the walls and windows would be treated in the same way. If a part of the external wall cracked to such an extent that a section had to be replaced, then the landlord would have to replace, but would it be at the expense of all the lessees generally or just the lessee whose wall was affected?
34. Is it possible to anticipate what the intentions of the parties were at the commencement of the leases? It is certainly, in this Tribunal's experience, more likely than not that a landlord would want to keep control over the maintenance

As the Applicant is the management company and cannot forfeit the lease, there is no provision in the lease for the recovery of the costs of these proceedings as an administration fee. Any award of costs etc. is a matter for the court. Therefore, the Tribunal's jurisdiction only applies to the £3,113.35.

44. Whilst the figures in the Scott Schedule are not particularly easy to follow, it does seem that the Respondent originally challenged £2,632.79 plus, presumably, the administration fee and the debt collection agency fees of £200 making a total of £2,832.79. In the updated Scott Schedule, she has now accepted that she owes some of this money and the Tribunal also approves the debt collection and administration fees.

Conclusions

45. Taking the evidence into account, the Tribunal endorses its decision as to each disputed item on the Scott Schedule which forms part of this decision. As can be seen, only £9.18 from the Scott Schedule has been deducted from the claim as the Applicant has not challenged quantum as set out by the Respondent.
46. The Tribunal noted that some of the charges do appear to be a little on the high side e.g. the rental figures for the TV receiving equipment and the charges to maintain the entryphone system. It may be that these are contractual liabilities entered into on a long term basis but some explanation to the lessees about these figures as a goodwill gesture would no doubt be appreciated.
47. With regards to the windows, the position is extremely frustrating because of the badly worded lease which, in the Tribunal's view, has been wrongly interpreted by the Applicant. The Respondent has been saved a considerable amount in decoration costs since 2008. If the state of her windows is anything to go by, the decision should have been taken to replace them all at the cost of the lessees, with the consequent reduction in subsequent decoration costs. The problem is that it is only the lessees who can pay for this work. The Respondent may not be happy with the way things have gone but, at the end of the day, the Tribunal cannot see that anything should be deducted from the service charges to cover this.
48. As far as the counterclaim is concerned, if the Respondent does add the cost of window replacement, the Tribunal cannot see that the overall financial position would justify this as an award of damages as all the other lessees would have to contribute, even those who have paid for their own windows. Furthermore, apart from the saving in decoration charges, new double glazed windows would add considerably to the capital value of her flat.
49. As far as the cleaning and other charges are concerned, the problem is that there is no real independent evidence to support the Respondent and she has produced no evidence of comparable costs. She has given the Tribunal the benefit of her own observations but they do not seem to be backed by all the other lessees who, the Tribunal was told, had either paid their service charges or were paying them by instalments. The Respondent did not accept that but, again, she produced no

evidence to support her contention, despite the Applicant's assertion on this point being in the pre-hearing papers.

50. The Tribunal accepted that the other lessees had or were paying their share of the service charges which, even on its own, is a very persuasive and decisive point when considering the reasonableness of such charges.

Costs

51. The Tribunal will leave the question of costs to the court. As to the costs of representation within the Tribunal, the only clause relating to such costs, as has been said, does not support the ability of a management company to recover such costs. In view of such clause and the result of this case, the Tribunal does not see any justification for making an order pursuant to section 20C of the 1985 Act.

.....
Bruce Edgington
Regional Judge
28th April 2016

ANNEX - RIGHTS OF APPEAL

- i. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.
- ii. The application for permission to appeal must arrive at the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
- iii. If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
- iv. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking.

Sheering Management Ltd. (Applicant) v Renee Sian Lazell (Respondent)

Case no. CAM/22UH/LIS/2016/0001

SCOTT SCHEDULE

RE: 82 THE MEADOWS, SAWBRIDGEWORTH, HERFORDSHIRE CM21 9RA

Item	Cost Per Flat	Respondent's Comments	Applicant's Comments	Respondent's Reply	Agreed Yes/No	Tribunal
<p>1. Insurance Cover 2012</p> <p>2 different figures quoted for this amount as shown in documents provided by the Claimant</p>	<p>£319.44 £314.91</p>	<p>Is the insurance cover we have adequate? It would seem that certain things like the stack leak repairs weren't covered to the level expected to prevent huge expense in the event of a further leak? Please explain the difference in figures? Amount agreed if applicable.</p>	<p>The insured value and cover is frequently updated by surveyors on the instruction of the freeholder. The freeholder places insurance and advises Sheering of the premium. The figure estimated for 2012 was £347.22. The charge shown in the final accounts was £313.04. The insurance year differs from the accounting year, hence the different figure. Any surplus is carried forward to the following year. The policy does not cover repairs caused by wear and tear but did cover remedial work to flats caused by soil stack leak.</p>	<p>Were shareholders not invoiced for repairs to stack leak?</p>	<p>No (Questionable)</p>	<p>The explanation by the Applicant is reasonable – no deduction made. Any leak would probably not be covered anyway – only consequential loss.</p>
<p>2. Cleaning Routine 2012</p> <p>2 different figures quoted in relation to this as shown in documents provided by the Claimant.</p>	<p>£59.15 £80.56</p>	<p>Standards were not acceptable. I understand a new contractor (2016) has at long last been appointed and is on trial. Please provide details of the cost per flat in relation to this moving forward. These past costs are not accepted. Please also explain the difference in figures? I would be prepared to pay £40.00 in relation to this. The service that was provided did not warrant the cost charged.</p>	<p>Amount budgeted for year was £80.56. The actual amount charged was £57.90 as per the certified accounts. The surplus is carried forward to the following year. The contractor was changed in October 2012.</p> <p>For 'moving forward' costs (2016) please see budget for that year.</p>	<p>Cleaning only agreed since new contractors have been taken on. They have carried out two cleans after a trial. They did a wonderful job even on the first clean – this is in relation to my block. They were extremely nice, had cleaning products and proper materials and water to do the job properly unlike the previous contractors. See exhibit</p>	<p>Only agreed for the new contractor as long as standards continue</p>	<p>There was clearly a problem with the cleaner which is reflected in the reduced cost. No deduction made</p>

				attached. Contractor from cleaning from 2012 until now appalling please see attached exhibits		
3. Entryphone 2012 2 different figures quoted for this amount as shown in documents provided by the Claimant attached.	£8.33 £9.03	Please explain the reason for this cost and provide contractor receipt evidence of the same.	Repairs to system. Amount budgeted for year was £9.03 The actual amount charged was £8.83. The surplus is carried forward to the following year. Nothing attached by respondent. Invoices attached.	Seems a lot of repairs carried out and costly. Did we have that many power cuts for timing switches to be reset? Dont recall seeing anyone do anything to the entryphones to my block and surrounding blocks. Excessive expense	No	This is a general criticism without supporting evidence – no deduction will be made
4. Deep Clean 2012	£12.78	Not accepted the service was shocking. I don't agree a deep clean ever took place. Please provide contractor invoice evidence to support this amount. Not agreed. I would not be prepared to pay anything towards this.	There was no budget or charge for a deep clean in 2012. It was carried out in January 2013 and was inspected. The cheque was signed a director who was an owner occupier at the time.	Not accepted please see exhibits and statement attached.	No	There was no charge – hence no deduction. In any event the Applicant says that the subsequent clean was inspected
5. Repairs 2012 2 different figures quoted for this amount as shown in documents provided by the Claimant attached.	£63.48 £55.73	What repairs were carried out? Please give a complete breakdown. Please provide evidence of contractor receipts for all works carried out supporting your breakdown.	See invoices attached. The final management figure is £63.48 The certified accounts figure is £66.98. The difference is because £252.00 was included in the certified accounts under 'Gardening' for a repair included in invoice dated 31.8.12. Nothing attached by respondent.	Works shoddy and unprofessional - not acceptable this leads constantly to further cost on the leaseholders for repeated works.	No	There is no evidence to support the complaint – no deduction
6. Aerial 2012	£40.98	Please confirm what this charge is for? This is a lot of money each year and no explanation has been given in relation to this cost?	The communal TV aerial system and equipment is rented. Invoice attached	This charge is still not understood and is of no benefit to me. I dont have the sky tv or cable. No proper explanation given.	No	The lease provides that tv signal receiving equipment shall be provided - whether the Respondent uses it or not – no deduction
7. H&S Remedial Work 2012	£120.14	Any works carried out are shoddy. The car parking areas and forecourt are	All hazardous items identified in June 2010 H&S report were remedied over the following months. Other items	Excessive costs for poor works, costs not proportionate and	No	An explanation for the complaint has been given. Recent events are not

		disgraceful. The step in front of my block actually moves. This is dangerous. The cobbles to the forecourt are in a uneven and broken state. Again a hazard. Please give a breakdown of these works done in relation to the sum sought and provide evidence of contractor receipts for all works carried out.	mentioned here were not considered hazardous by the inspector and were therefore not carried out as 'H&S Remedial Work' Invoices attached.	priority not given for issues that should be addressed by necessity. Bits and pieces of shoddy works are being carried out over the last few weeks. The step to my block has been fixed however the block is not straight. Petty or not, why cant things be done properly? A couple of builders out back shovelling a bit of gravel.		relevant. No deduction made
8. Sundries 2012	£0.44	Please provide a breakdown of these sundries.	Land registry fee for the copy of a lease. Invoice attached.	Wrong lease	No	Disproportionate to argue over such a small amount
9. Room Hire 2012	£0.69	No meetings have been held since 2009. Please explain the reason for this room hire charge? Amount not accepted.	69p budgeted each year for meeting if required. Money unused and carried forward to following year and re-budgeted.	Where does it show that used funds are carried forward in respect of this. Do excess funds go into Bridge End Properties account also? Bridge End Properties that John Glover and his wife are both the directors of – no one else. Please see statement attached from a solicitor clarifying that funds had been transferred to Bridge End Properties, in effect Mr and Mrs Glover's bank account!	No	No charge in the year in question – therefore no deduction
10. Directors Fees 2012	£4.27	Please explain what these charges are for and why they came about? Accepted if applicable.	Figure budgeted but not charged. Money carried forward to following year.	As above	No	No charge in the year in question – therefore no deduction
11. Management Fees 2012	£115.00	Excessive for the shoddy work and service offered. I would be prepared to pay £50.00 for this service as a token gesture because the	Amount as contracted. Fee covers; the management of the site on behalf of Sheering Management Co., calculating and collecting service charges, inspecting	Service appalling still is. The Development has deteriorated to a completely unacceptable level.	NO	The Tribunal does not accept all of these criticisms and the charges are reasonable

		service is appalling.	properties and completed works, obtaining quotes, book-keeping and paying invoices, hiring contractors, liaising with directors residents and contractors, duties of company secretary, filing returns etc. etc.	Worse still it is clear that the Applicant and its witnesses namely John Glover (Director) and Janet Harris (Account Manager) have not been entirely truthful in their statements with regard to funds in relation to this development were and could still be being transferred into this account for Bridge End Properties.		
12. Insurance 2013	£333.33	Is the insurance cover we have adequate? It would seem that certain things like the stack leak repairs weren't covered to the level expected to prevent huge expense in the event of a further leak? Please explain the difference in figures? If found to be adequate then this amount is accepted.	The insured value and cover is frequently updated by surveyors on the instruction of the freeholder. The freeholder places insurance and advises Sheering of the premium. The figure estimated for 2013 was £333.33. The insurance year differs from the accounts year and the costs are apportioned. Any surplus is carried forward to the following year.		yes	Agreement noted
13. Cleaning Routine 2013 2 different figures quoted in relation to this as shown in documents provided by the Claimant.	£98.04	Standards were not acceptable. I understand a new contractor has been appointed and is on trial. Please provide details of the cost per flat in relation to this moving forward. These past costs are not accepted. Others have complained. I have a statement from the Post Office evidencing the same. Please also explain the difference in figures? I would pay no more than £40.00	The budgeted figure is an estimate of expected costs for the coming year. The final cost was £98.04. Two invoices were paid in January 2014 but included in the certified accounts for 2013. We received no complaint from the Post Office in 2013, or at any other time. For 'moving forward' costs (2016) please see budget for that year. We have records on file from residents supporting the cleaners work together with references supplied from two other clients of the cleaners.	Not agreed the standard was appalling. Despite the Applicant being made aware of this as far back as 2012. Applicant ignored. All allegations in relation to any so called assault, rudeness or abuse towards the cleaner are strenuously denied. No police have attended my property. Further explanation in my statement.	NO	The Respondent may think that the standard was appalling but there is no independent evidence to show how bad it was. The point is that all the other lessees appear to have paid – no deduction
14. Entryphone 2013	£3.66	Please explain the reason for this cost and provide contractor evidence of the	Repairs. The budgeted figure is an estimate of expected costs for the coming year.	Excessive it would seem but will agree if deemed prudent		This seems to be an agreement to pay – even if not, there

2 different figures quoted for this amount as shown in documents provided by the Claimant attached.		same.	Invoice attached. Nothing attached by respondent.			is no evidence to support a deduction
15. Car park Maintenance 2013	£18.36	Not agreed. The car parks are in an appalling state with pot holes. The shingle didn't match. The shingle was just dumped down and left. Parts of the car park have no shingle covering it all, it is down to the hard core. I would be prepared to pay £5.00 for this as a contribution towards the shingle that was left in a heap.	The potholes were first filled with 'postfix' (a mixture of cement and ballast) and aggregate and when hardened were covered with gravel. Gravel is formed from rock which has eroded over millions of years to produce small pebbles. No two pebbles will ever be the same colour, shape or size. When gravel is newly purchased it is pre-washed and will appear as a different colour to gravel which has been subjected to traffic for many years. This resolves itself after a short time. The company which delivers it may not be the contractor who ultimately lays it. Consequently the gravel is deposited (not "dumped") on the site to await use by the contractor - after he has first filled the potholes as described above.	Despite works being carried out the works are of poor standard. Excuses are after excuses by the Applicant for shoddy works.	No	An explanation has been given and there is little or no contrary evidence – no deduction
16. General Repairs and Maintenance 2013	£39.08	What repairs were carried out? Please give a complete breakdown. Please provide evidence of contractor receipts for all works carried out supporting your breakdown. Not agreed.	Amount budgeted £48.61 Certified account £39.08. Invoices attached. The surplus is carried forward to the following year. Invoices attached.	Not agreed the development is in a state and particularly my windows. No decoration works in 9 years have caused this deterioration. Nothing else has nothing to do with the age of the property. The property is hardly old!	No	There is no evidence to back the complaint – no deduction
17. Aerial 2013	£43.33	Please confirm what this charge is for?	The communal TV aerial system and equipment is rented. Invoice attached.	As 2012	NO	As 2012 – no deduction
18. Tree works 2013	£69.20	Please give a break down and show contractor receipts in support. Amount agreed if invoices correspond.	Invoices attached for works to the value of £2,837.00 The balance of the figure in the budget was accrued to 2014 because the work could not be completed in 2013.		Yes	Agreement noted
19. Surveyor fees	£2.70	Please explain what these	Insurance valuation at the request of		Yes	Agreement noted

2013		were for and provide contractor receipt to support. Amount agreed if applicable to the answer provided	the freeholder. Invoice attached			
20. Insurance 2014	£298.97	Is the insurance cover we have adequate for our needs? Please provide copy invoice supporting cost of the same. Agreed if applicable.	The insured value and cover is frequently updated by surveyors on the instruction of the freeholder. (See item above) The freeholder places insurance and advises Sheering of the premium. Invoice attached. The insurance year differs from the accounting year, hence the different figure. Any surplus is carried forward to the following year.	Agreed if deemed prudent to do so		This seems to be an agreement. If not, the charge is reasonable
21. Excess insurance claims 2014	£6.94	What claims were made?	Water damage was suffered by 3 properties as a result of soil stack leakage. The insurance company covered the cost of remedial work - less the excess as defined in the policy.	Yes but were we still charged for these works in some way or another? I cant believe anything that the Applicant says unfortunately now.		The present complaint is not understood – no deduction
22. D&O	£3.48	Please explain what this is?	Directors and Officers Insurance for Sheering Management Ltd directors.		Yes	Agreement noted
23. Cleaning Routine 2014	£79.97	Not agreed the cleaning was not up to standard. Complained many times to no avail. I would pay no more than £40.00 under protest. The cleaning company should have been changed months ago.	Budgeted estimate £80.56 Actual certified accounts £78.50. The cleaning is monitored and many meetings have taken place with the cleaners. Cleaning is carried out every two weeks and the through traffic in the common parts especially in the winter causes dirt to be ground into the tiles. Deep cleans are carried out every three years. The last one took place in 2013. A complaint was lodged with SPM in February 2014 that the Respondent had trailed mud up to her front door and then only made a half hearted effort to clean it up. This created unnecessary additional work for the cleaners	Still not agreed the standard of cleaning was shocking. I lost count of the times I emailed the Applicant regarding the same. Excuses, excuses, excuses. To suggest that my boots in the middle of winter on ONE occasion (which was cleared I would add of my own accord, I respect my home and its surroundings). Ludicrous response by the Applicant and a load of nonsense.	NO	Same decision and reasons as for prior year
24. Tree Work	£20.63	Please provide details of	Invoices attached for £1,485.00	Which account did this	NO	The complaint is not

2014		these works and supporting contractor invoices supporting the same. Amount agreed if applicable.	charged to the accrual from 2013. Balance of the accrual of £660.00 carried forward for further works.	balance of accrual money go into though Bridge End Properties?		substantiated – no deduction
25. Car Park Maintenance and Gravelling 2014	£9.03	Not accepted the works done, if done at all are shoddy and poor quality. Shingle just dumped and left. I would pay £5.00.	No charge was made. The budgeted amount was £9.03 but not spent. The surplus is carried forward to the following year.	Carried forward where. Again Defendant has lost all faith in anything they are stating since having site of the evidence that they are requesting maintenance funds for the Meadows development be paid into John Glovers Bridge Street Properties Account.	No	No charge and thus no deduction
26. Entryphone 2014	£9.03	Please give a break down as to this cost and provide contractor receipts to support the same.	Budgeted £9.03 Actual £6.78 Invoices attached. The surplus is carried forward to the following year.	Carried forward where. Again Defendant has lost all faith in anything they are stating since having site of the evidence that they are requesting maintenance funds for the Meadows development be paid into John Glovers Bridge Street Properties Account.	No	The Respondent's question was answered – no deduction
27. Repairs	£48.61	What repairs were carried out? Please provide contractor receipts to support all repairs and works carried out.	Invoices attached	Excessive and not agreed for the shoddy works supplied.	No	No evidence to support the complaint – no deduction
28. Aerial 2014	£44.44	Please explain this cost and provide contractor receipts supporting the same.	The communal TV aerial system and equipment is rented. Invoice attached.	See before	No	See before – no deduction
29. Surveyors Fees 2014	£6.94	Please explain the reason for these fees and provide contractor receipt to support the same.	Damp issue within property. Budgeted £6.94 Actual £4.10. Invoice attached. The surplus is carried forward to the following year.	I have explained there is damp in my flat to the Applicant – due to my windows being rotten – this has been ignored. A lot of money if you times the figures the Applicant are giving by all the other	No	The Respondent's question was answered – no deduction

				shareholders		
30. Companies House Fee 2014	£0.18	Please provide details regarding this.	Annual Return fee £13.00. Invoice attached.		Yes	Agreement noted
31. Management Fee 2014	£114.58	This amount is not agreed for the level of service and shoddy works offered. I would pay no more than £50.00.	Amount as contracted. Fee covers; the management of the site on behalf of Sheering Management Co., calculating and collecting service charges, inspecting properties and completed works, obtaining quotes, book-keeping and paying invoices, hiring contractors, liaising with directors residents and contractors, duties of company secretary, filing returns etc. etc.	Service appalling and still is. The development is increasingly becoming a dilapidated state since being under their management. What has happened to Terri Shepherd, the Property Manager? Seems very strange that someone else is now recently heading up as Property Manager it would seem and not Terri Sheppherd/Tyce who has been the property Manager leading up to and throughout this dispute.	No	This complaint has been answered for previous year – no deduction
32. Room Hire 2014	£0.69	Please explain why there has been a charge for room hire again? There have been no meetings with residents for many years now. Amount not agreed.	69p budgeted each year for meeting if required. Money unused and carried forward to following year and re-budgeted.	See reply for 2013	No	See response for 2013
33. Insurance 2015	£309.03	Is the insurance cover we have adequate for our needs? Please provide copy invoice supporting cost of the same.	The insured value and cover is frequently updated by surveyors on the instruction of the freeholder. The freeholder places insurance and advises Sheering of the premium. The figure budgeted for 2015 was £331.94. The actual cost was £309.03. The insurance year differs from the accounts year, hence the different figure. Any surplus is carried forward to the following year.		Yes if prudent to do so agree	Once again this seems to be an agreement but, if not, the cost is reasonable
34. D&O 2015	£3.62	Please explain what this is?	Directors and Officers Insurance for Sheering Management Ltd		Yes	Agreement noted
35. Cleaning Routine 2015	£79.17	Not accepted. The cleaning was exceptionally bad this year. I am not prepared to	During the latter part of 2015 the cleaners were advised that more work was required. A new staff member was	Dont agree any of the excuses piled on here. The cleaning was of a	No	Same as previous years

		pay for this.	allocated to the role but in early 2016 it was clear that she had not been to the site when she should have been during the period from the middle of January until 4 th March and she was dismissed by the company. A director of the cleaning company returned to the site but was apparently met with abuse from the respondent and left the site. The lessees have not been charged for this period. A new company has been engaged and they have been instructed to carry out the triennial deep clean. This will be an annual event in future.	particularly bad standard as advised on many occasions. Yet you continued to employ them despite the dreadful job they were doing.		
36. Tree work 2015	£6.11	Please provide copy contractor invoices in to support the same. Agreed if applicable.	Budgeted £9.03. Actual £6.11. Invoices attached Surplus is carried forward to the following year and added to the accrual.	Same response as 2014	No	Same response as in 2014
37. Car Park Maintenance Gravelling 2015	£9.03	Please provide evidence to show what works have been done. Please provide contractor invoices supporting the same. I would pay no more than £5.00	No work was carried out to the car parks. An amount of £9.03 was budgeted but not spent. Surplus is carried forward to the following year. Work was incorporated when the H & S remedial work was carried out.	Why were we told that works had been carried out. Again concerned as to where surplus does actually go. Car park in an appalling state, weather cars skidding (one car the Applicant says, there are lots of different car parks and no green golf parked near mine. Excuses again not agreed and not accepted.	No	No charge and therefore no deduction
38. Health & Safety remedial works c/park, paths etc 2015	£110.64	Not agreed the all areas are in a bad state of repair. I would pay nothing more than £50.00. Step moving outside my block. My windows you can see daylight between the wood. Surely that is a Health & Safety matter that needs addressing urgently?	Hazards identified by the H&S Inspector were remedied at a cost of £110.64. Invoices attached. The inspector follows a criteria laid down by the Health & Safety at Work Act and other regulations and does not inspect general maintenance issues unless causing a breach of that criteria. The inspector does not enter, or inspect the demised premises.	Why did it take so long works shoddy and unprofessional for the cost charged. This isnt about the interior of my flat, this about the exterior and the common parts. Utterly ridiculous reply from the Applicant . You only	No	The general complaint has been answered as it was in previous years – no deduction

		Cobbles uneven, pot hole round the back, a damp patch to the front of my block, other windows rotting and in a dangerous state. Why has this not been addressed? Why has this been left. Surely this is extremely important. Again had decoration works been carried out every 3 years as should, these windows would not be in this state. No works in any shape or form have been carried out to them in over 8 years. My electricity bill for a 1 bed roomed flat is £140 a month in bid to try and keep warm. This is due to the rotting wood. Unacceptable. I am scared to open my windows.	(Flats).	have to see the state of the pathways . Someone here this week doing a bit of moving cobbles. Nice mess left, again photographs taken.		
39. Entryphone 2015	£7.29	Please explain this yearly cost and provide contractor invoices to support the same.	Budgeted £9.03 Actual £7.29 Invoices attached. Surplus is carried forward to the following year.	See reply for 2014	No	See response for 2014
40. Repairs 2015	£69.08	Please provide an explanation of these works together with contractor invoices supporting the same. Not agreed.	Budgeted £48.61 Actual £70.13 Invoices attached.	Not agreed works poor and excessive cost	No	Where is the evidence? No deduction
41. Aerial 2015	£45.08	Please confirm the purpose of this high yearly cost and provide copy contractor invoices to support.	The communal TV aerial system and equipment is rented. Invoice attached	Please see reply to 2014	No	See response for 2014
42. Surveyor's fees 2015	£12.43	Please explain what these fees were in relation to and please provide copy contractor invoices supporting the amount you are requesting.	Estimated insurance valuation at request of the freeholder. Not charged in certified accounts for 2015 as invoice deferred until 2016. Invoice attached.	Please see reply to 2014	No	See response for 2014
43. Management Fees 2015	£115.00	Not accepted for the dreadful service given. The	Amount as contracted. Fee covers; the management of the	Same as 2014	NO	See response for 2014

		agents do nothing I would pay no more than £50.00	site on behalf of Sheering Management Co., calculating and collecting service charges, inspecting properties and completed works, obtaining quotes, book-keeping and paying invoices, hiring contractors, liaising with directors residents and contractors, duties of company secretary, filing returns etc. etc.			
44. Legal/Court Fees 2015	£9.18	Please explain what these legal fees relate to? If they relate to this litigation, please explain why you are demanding costs separately to me and, then to me and all the other residents without any explanation? Please provide supporting invoices. Surely you are unable to claim these monies twice? An application has been put to the Tribunal regarding all costs that they not be added to the service charge. No residents have been informed what this charge is about. This amount is not agreed and should be removed.	The lease dictates that service charges will be paid by the lessees. The management company, Sheering Management Ltd, has the responsibility of ensuring that the lease is adhered to and monies are collected. When all other avenues are exhausted the only course of action available is to go to law. The only funds available to the management company are funds collected from leaseholders. This is used to make initial payments but when legal costs are recovered from the debtor these will be refunded to the service charge account. Invoices attached	Had the Management Company carried out the duties as they should. I would have paid maintenance. It is denied that I am a historical bad payer. This has all come about because of their negligence to my property and the development it is housed in. My concerns go back as far as 2012, some 4 years ago when I first started to highlight their disinterest in carrying out their duties properly. £1,000 a year in maintenance and the extra invoices they keep sending for the development to look how it is and my windows to be in the state they are. I note that John Glover has been here this week inspecting windows. I have asked Mr Glover that he refrains from doing anything to my windows before the pending inspection.	Not agreed.	Not allowed
45. Room Hire 2015	£0.69	Again please explain this charge when there has	Again, 69p budgeted each year for meeting if required. Money unused	See reply to 2014	NO	See response for 2014

		been no meeting in a fair few years? Amount not accepted.	and carried forward to following year and re-budgeted.			
46. Sundries 2015	£0.76	Please elaborate on these sundries.	Budget estimate 0.76p Actual 0.31p New key for drying area and postage of same. Surplus is carried forward to the following year. Invoices attached.		No	Disproportionate to argue over such a small amount
47. Bank Charges 2015	£0.28	Please explain what this charge relates to?	Charges made by a bank to administer two bank accounts. Budgeted but not, as yet, charged. Surplus is carried forward to the following year.	Two bank accounts = what about Bridge Street Properties account? Again concerned as to where money is going. The Applicant denies this but evidence has been provided by me to prove entirely different.	No	Disproportionate to argue over such a small amount

FURTHER QUESTIONS

Question	Applicant's Response	Tenant's Response	Tribunal
48. Please confirm whether Stratton Management Limited and Sheering Management Limited are both members of either the Compulsory Address Scheme, The Property Redress Scheme or the Ombudsman Services Property Scheme? This question has been raised twice now and no answer has been forthcoming.	Stratton Place Management is a member of the Property Ombudsman Scheme.	What About Sheering Management? When exactly did Stratton Place Management become a member. The Applicant when asked this question directly refused to answer.	None of these further questions relate directly to the payability or reasonableness of service charges and administration charges. Some of the specific questions raised have been replied to in any event
49. Please answer why you have charged court and legal fees in the 2016 service charge and you have charged me individually for the same? Surely you can't claim twice. An request has been put to the Tribunal that no legal costs be included in the service charge in relation to all costs in relation to this matter.	The lease dictates that service charges will be paid by the lessees. The management company, Sheering Management Ltd, has the responsibility of ensuring that the lease is adhered to and monies are collected. When all other avenues are exhausted the only course of action available is to go to law. The only funds available to the management company are funds collected from leaseholders. This is used to make initial	The Applicant broke the terms of the Lease initially and continues to do so. Not agreed anything they say in light of recent evidence.	

	payments but when legal costs are recovered from the debtor these will be refunded to the service charge account.		
50. Various emails in the last month addressed to Mrs Terri Tyce and John Glove with concerns in relation to the dilapidating state of the development are now being completely ignored. Please could the Applicant explain the reasoning behind this?	<p>Email from the respondent dated 3rdFebruary to Ms Tyce responded to on 16thFebruary. Email from respondent dated 23rdFebruary responded to on 29thFebruary by Mr Glover. Respondent requested a meeting to review invoices at the offices of Stratton Place Management. She suggested Tuesday 8thMarch at 3.30. A meeting room was booked and as the bookkeeper was on holiday it was arranged for Mr Worlledge to be present to assist the respondent. Mr Worlledge emailed the respondent to point out that the SPM offices close at 5.00. The answers to other questions in emails from the respondent sent in the previous week were made available for her to collect at the meeting. The respondent emailed on Monday 7thMarch to say that she wished to change the meeting on the Tuesday to start at 1.30 but Mr Worlledge had already arranged another meeting which could not be changed at such short notice so offered to be available from 2.30. The room and Mr Worlledge were available from that time but the respondent did not keep the appointment. Mr Worlledge emailed the respondent on Tuesday 8that 16.48 to state his surprise that the respondent had not arrived. Her reply on Tuesday 8thwas that she had emailed at 11.09 a.m. that day to say that she would not be attending because "your requests were unworkable for me to come today". We did not receive the 11.09 email and have no knowledge that it exists. She also stated that any questions that she had would be included in the Scott Schedule and they have been answered in this document. Mr Glover was away from the office for a large part of Tuesday 8thand Wednesday 9thMarch</p>	I have been corresponding with the Applicant at all times. It is denied I just didn't turn up and I have emails showing the same which can be provided if need. They seemed to want to make it as difficult as possible to attend to view the documents despite what they say.	
51. Please confirm why you are still asking me to pay for the replacement of my windows? Had they been maintained properly, I would not have	Flat window repairs and replacement are the responsibility of the individual leaseholder. The management company is only responsible for decorating. Windows can	Utter nonsense. Where in the Lease does it state that? The windows are past repair because they havent been decorated or	

to do so soon. No attempt has been made by yourselves to remedy this situation that is becoming more dangerous as time goes on. Please explain this?	only be painted if they are in a reasonable state of repair. Painting contractors will not paint seriously rotten wood. You will have received much correspondence on this going back many years.	shown ANY attention in 9 years nearly. That's the only reason they are in the state they are now. Excuses given by the Applicant are denied and not accepted.	
52. Please provide a complete breakdown for the recent invoice you sent me for 2016.	You will have received a budget for the coming year. This provides a complete breakdown as requested. A further copy is attached.		
53. Please could it be confirmed who the Directors of Stratton Management and Sheering Management are?	Stratton Place Management directors are: John C Glover and Sheelagh B D Glover. Sheering Management Co has at present only one director: Mr F Harrington.	All very concerning Stratton Place Management Directors are the same as Bridge Street Properties. Why is there only one director for Sheering Management?	
54. Please clarify which company does what in relation to the Management of the Meadows?	Sheering Management Ltd (of which Ms Lazell is a shareholder) is responsible for the management of the site. It, in turn, appoints a managing agent, in this case Stratton Place Management, to carry out the day to day management of the site and all associated duties		
55. Please confirm how many leaseholders there are to this development?	There are 72 Leasehold properties.		
56. Please confirm whether Mr Glover is a Leaseholder of this development?	He is not.		
57. Please confirm when the latest accounts will be ready to view?	1st April, as specified in the lease.	Still not been received.	
58. Please explain why you sent a letter to all residents explaining that any decoration works to windows will be invoiced to each resident separately? If that is the case, how can you be claiming from all leaseholders extra funds for cladding? There is no cladding to my block, you are asking me to pay for the cladding to other blocks but I am to pay myself for the cost of repairing or replacing my windows? The cost of now repairing all the windows should be borne by the Management Company themselves. The deterioration to them and the development of the whole is as a result of the Management Company	The lease defines the responsibilities for payment. Cost of works to 'the buildings' and 'the common parts' are shared between all leaseholders. The cost of works to the demised premises (the flats) is charged to individual leaseholders. In simple terms, if, for instance, all windows were replaced by the company, the cost would be divided by 72 and each leaseholder would be charged that amount - likely to be exactly the same figure as they would pay if they carry out their own replacement, as many have done. There is paperwork on file going back to the 1990s which draws attention to the deterioration of the woodwork. Minutes of	Absolute nonsense not agreed. The letter and Section 20 Notice just sent out by the Applicant in relation to this will be commented on separately. Not agreed anything said here. The Applicant is at fault and always has been for not carrying out the duties properly for the money that it is demanding. Surely when I purchased my flat 2001 any problems that they are suggesting would have in fact been highlighted. No patching up or filling or extensive repairs were carried out to my windows in	

<p>breaching the terms of the lease. This extra expense would not have arisen had they carried out their duties in accordance with the lease. The cladding would not need to have been replaced had the Management Company carried out their duties properly. The blocks that are painted on the outside are also in a dreadful state. The walls are all cracked, there is damp on the walls. A bill no doubt extremely high from the Management Company will be produced to the Leaseholders for these extensive decoration/repair works that are going to be needed to be carried out sooner rather than later. These extensive and I am sure costly works would not have been needed to this extent had the management company carried out their duties properly. The Lease states that annual service charge collected should be used towards decoration works. The Management Company have not done this.</p>	<p>AGMs show that a great deal of patching up and repairing to wooden cladding, communal windows etc was carried out. This ongoing expense was considered to be a waste of leaseholder's money. In later years it was decided by the lessees at an AGM that painting rotten woodwork which would soon have to be replaced was a further waste of money. In order to spread the cost, the replacement of the wooden cladding, soffits, fascia, bargeboards and the gutters would take place from 2012 in phases and will be completed in 2016. The next phase will be the repairing and painting of communal windows and doors in 2016. As explained this will not include work other than painting individual flat windows which should be repaired or replaced at the leaseholders' expense. The management company will, of course, paint any flat windows which have been brought up to an acceptable state of repair.</p>	<p>2008 they were primed and painted. So again denied. The Applicant keeps referring to AGM's. Despite repeated requests there has not been one in years. The one in 2008 I was overseas working. The development was in a good state of repair and everything maintenance wise was being carried out and there was no problem. . The 2011 AGM I was also working away. I dont believe that sufficient notice was given to the residents, let alone it taking some 5 years before Stratton Management have sent a Memo to all leaseholders confirming an AGM, would you believe after the Tribunal Hearing. I would like to refer to this in a separate statement</p>	