FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AW/LSC/2021/0189**
HMCTS code	**:**	**Day 1: Face-to-Face** **Day 2: V: CVPREMOTE**
Property	**:**	**Warren House and Atwood House, Beckford Close, London W14 8TR**
Applicants	**:**	**Mr Sailendra Nahar and Mrs Indrani Nahar together with the other applicants listed in the Appendix to this decision**
Representative	**:**	**Mr Sailendra Nahar (in person)**
Respondent	**:**	**FIT Nominee Limited** **FIT Nominee 2 Limited**
Representative	**:**	**Mr Simon Allison (Counsel)**
Type of application	**:**	**For the determination of the liability to pay service charges under section 27A of the Landlord and Tenant Act 1985**
Tribunal members	**:**	**Judge Robert Latham** **Mr Stephen Mason FRICS**
Date and Venue of Hearing	**:**	**18 and 19 July 2022 at** **10 Alfred Place, London WC1E 7LR**
Date of decision	**:**	**24 August 2022**

DECISION

Covid-19 pandemic: description of hearing

The first day of the hearing was held face-to-face. The second day was a remote hearing by V: SKYPEREMOTE. This was arranged for the convenience of the parties. The Applicants provided a Bundle of Documents which extends to 8,357 pages.

Decisions of the Tribunal

(1) The Tribunal determines that the service charges demanded by the Respondent for the service charges years 2014-2020 are payable and reasonable.

(2) There have been separate tribunal applications in respect of the insurance charges payable for the years 2014-2019, the effect of which are considered in this decision.

(3) The Tribunal makes the following findings in respect of the service charges demanded for 2021:

(i) the costs relating to the employment of the Development Manager are reasonable and payable.

(ii) the costs of engaging Think Tank Management Solutions to clean the Building are reasonable and payable.

(4) The Tribunal makes no order under section 20C of the Landlord and Tenant Act 1985.

(5) The Tribunal makes no order for the reimbursement of the tribunal fees which have been paid by the Applicants.

Introduction

1. The Tribunal is required to determine an application brought by Mr Sailendra Nahar and Mrs Indrani Nahar, dated 24 May 2021 for the determination of their liability to pay and the reasonableness of the service charges which they have been required to pay for the years 2014-2021. Mrs Nahar has taken no active role in these proceedings. Mr and Mrs Nahar are the leaseholders of a four bedroom flat at 196 Warren House, Beckford Close, Warwick Road, London W14 8TR ("Flat 196"). Warren House is a purpose built block of 235 flats which was constructed in about 2000. Flat 196 is one of the more desirable flats in this luxury development, the flat being 2,800 square feet on the seventh and eighth floors. Mr Nahar paid £3m when he had acquired the lease in 2010.

2. There is a separate block at Atwood House which consists of 55 units of social housing. Atwood House is leased to Notting Hill Home Ownership Ltd ("Notting Hill"). Notting Hill has sublet these flats under shared ownership schemes.

3. Mr Nahar has established the Warren House Residents Association Ltd ("WHRA"). The Secretary is Mr Francois Ekam Dick. The Respondent describes this as "an unrecognised residents association" (at p.708). Mr Nahar has not adduced any evidence as to the extent to which the WHRA is representative of the 254 leaseholders at Warren House and Atwood House ("the Building").

4. Mr and Mrs Nahar have brought two previous applications against the Respondent:

(i) LON/00AW/LSC/2017/0215: This was an application brought by Mr and Mrs Nahar and 15 other leaseholders against the Respondent landlords. They challenged the 2016 service charge accounts. The cost of the insurance for 2016/7 was computed to be £284k, net of IPT. From this, a commission of £56.8k (25% was) was paid, 20% going to the broker and 80% (£45.44k) to the landlord. On 15 February 2018 (at p.661), the Tribunal (Judge John Hewitt and Mr Stephen Mason FRICS) found that the commission paid to the landlord was unreasonable and determined that no more than £5.44k should be retained by the landlord, with the remainder credited to the service charge payers. The Tribunal further found the management costs and the reserve fund contributions to be reasonable. Strictly, only the 16 leaseholders who were parties to this application were entitled to benefit from this decision.

(ii) LON/00AW/LSC/2018/0263: On 14 December 2018 (at p.944), a settlement agreement was reached between Mr and Mrs Nahar and the Respondent. An additional 22 leaseholders were parties to this agreement. The purpose of the agreement was to make provision for the insurance commissions received by the Respondent in further service charge years. The agreement related to the sums payable by the leaseholders in respect of insurance for 2014/5 and 2017-2019. It is not open to any of the parties to this agreement to reopen the matters which were agreed.

5. In their current application form, Mr and Mrs Nahar seek to challenge the service charges payable for 2014-2020 and the payability of sums demanded for 2021. The Applicants stated that they were seeking the following relief:

(i) A variation of their lease to allow the WHRA to jointly agree insurance matters and the appointment of managing agents.

(ii) Refunds of excessive insurance premiums to all service charge payers of both Warren House and Atwood House.

(iii) An explanation of 31 queries in respect of the service charge accounts marked on an excel spread sheet over the 7 year period.

6. Over the subsequent months, the Tribunal has issued Directions to clarify the following:

(i) The leaseholders at Warren House and the sub-lessees at Atwood House who are parties to this application: Mr Nahar has put himself forward as lead applicant. No other leaseholder has put forward any Statement of Case or witness statement.

(ii) The Respondent to this application: Mr Nahar issued his application against Freeholder Managers PLC ("FHM"). It is agreed that the correct Respondent are their landlord FIT Nominee Limited and FIT Nominee 2 Limited ("the Respondent"). FHM have been appointed by the Respondent in respect of asset management, including the collection of ground rents and arranging insurance.

(iii) The Issues in dispute which fall within the jurisdiction of their tribunal in an application brought pursuant to section 27A of the Landlord and Tenant Act 1985 ("the Act"), namely the payability and reasonableness of service charges.

7. Before turning to the issues that we are required to determine, we set out a few basic principles relating to our jurisdiction:

(i) Section 27A of the 1985 gives the tribunal jurisdiction to determine the payability and reasonableness of any service charge. The Act does not require a tribunal to investigate the issue of reasonableness in all cases (see *32 St John's Road (Eastbourne) Management Co Ltd v Gell* [2021] EWCA Civ 789; [2021] 1 WLR 6094). An applicant has an evidential burden of establishing the grounds for contending that service charges are not payable or are not reasonable.

(ii) The leases place the obligation on the landlord to manage a block and to keep it in a proper state of repair. It is for the landlord to determine how a block should be managed. It is not the role of this tribunal to seek to micro-manage a block. Neither does the tribunal have jurisdiction to carry out an audit of the service charge accounts maintained by the landlord.

(iii) An Applicant should identify any service charge that they seek to challenge in their application form. They should set out their grounds for contending that the charge is either not payable or is unreasonable. The Tribunal gives directions to identify the issues in dispute and to ensure

that these are determined fairly and in a proportionate manner in accordance with the overriding objectives in Rule 3 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the Tribunal Rules"). A tribunal expects the parties to comply with any directions. Procedural fairness requires any service charge in dispute to be clearly identified so the respondent has an adequate opportunity to answer the challenge.

(iv) A lead applicant, must satisfy the tribunal that he has authority to act for any other leaseholder who wishes to be a party to the application.

(iv) It is an abuse of process for any party to seek to seek to relitigate matters that have already been determined by the tribunal or which have been compromised. Further, it is an abuse for a leaseholder to make repeat applications in respect of the same Service Charge Year. The tribunal expects any leaseholder to raise all service charge items that they seek to challenge in their first application.

The Application

8. On 27 May 2021, Mr Nahar issued this application (at p.1-12). He attached a list of 55 "co-applicants", 46 being leaseholders at Warren House and 9 sub-lessees at Atwood House. Only Mr Nahar signed the Statement of Truth. Mr Nahar provided no evidence that the 44 co-applicants had authorised him to act on their behalf.

9. On 28 June 2021, Judge Shepherd gave Directions (p.84-90). He noted that he had difficulty in identifying the issues that the tribunal had been asked to resolve. By 12 July, the Applicants were directed to serve a document outlining precisely the general challenges that were being made. On 6 July (at 95), the Applicants provided a schedule with 39 items in dispute. This related to a number of invoices. The grounds for contending that they were unreasonable or were not payable were not specified.

10. On 23 July 2021 (at p.91-95), Mr Nahar applied for specific case management directions. On 25 October 2021 (at p.96-105), Ms Bowers amended the Directions. She refused to order the Respondent to provide details of all leaseholders as this was not relevant to the current Section 27A application. If the Applicants sought to exercise their statutory Right to Manage, the Commonhold and Leasehold Reform Act 2002 sets out the procedures to be followed. The Directions made provision for disclosure by the Respondent and for the Applicants to serve a Schedule identifying the service charge items in dispute and the grounds for disputing them.

11. On 21 January 2022 (at p.106), Judge Vance set this matter down for a Case Management Hearing ("CMH"). The Applicants had issued a

further application (LON/00AW/LVI/2021/0001) which was later withdrawn. The Judge noted that considerable uncertainty remained about the scope of both applications. Robust case management was required. The Judge noted that only Mr Nahar had signed the Statement of Truth in the current application. He noted that any applicant to the current application would need to sign a Statement of Truth. The Judge directed that any leaseholder who wished Mr Nahar to represent them in the current application to comply with Rule 14(2) of the Tribunal Rules. Any leaseholder who wished Mr Nahar to act for them would need to provide written confirmation to both the tribunal and the Respondent that he was instructed to represent them. This should be done before the CMH.

12. On 15 February 2022, Judge Tagliavini conducted the CMH and gave Directions (at p.120-126). Mr Nahar represented the Applicants. Mr Cowan (Counsel) represented the Respondent. It was necessary for the Judge to give a further direction for Mr Nahar to send to the Respondent copies of the express written authority by all co-applicants confirming their agreement to be joined to the application. The Judge substituted the current Respondent for FHM. The Judge identified the following service charge items to be in dispute from 2014 to 2022: (i) the re-instatement insurance costs; (ii) estate costs; (iii) concierge costs; (iv) water costs; (v) capital expenses/costs of 2021 works to rectify issues of dampness in the sum of circa £260k; (vi) cleaning costs (if not included in concierge costs); and (vii) reserve funds. The Judge noted that issues of "res judicata" might arise given the earlier applications.

13. By 31 March 2022, the Applicants were directed to file their Statement of Case, any alternative quotes, documents on which they seek to rely and any witness statements. Mr Nahar served the following:

(i) A Statement of Case (at p.133-140) identifying 15 items in dispute. These differed from those identified at the CMH. These now included eight alleged "accounting errors" for the years 2015 to 2020.

(ii) A witness statement from Mr Nahar of one page (at p.300). He attached a Schedule (at p.301) listing the 15 items in dispute, the total sums challenged being £1,815,199. He provided a further schedule (at p.302-321) listing a large number of invoices relating to the issues in dispute.

None of the other Applicants have provided any witness statements. No evidence has been provided suggesting that the services in dispute could be provided at a lower cost. Insurance is, again, the major item in dispute. However, no alternative quotes have been provided.

14. By 5 May 2022, the Respondent were directed to file their Statement of Case, any documents on which they seek to rely and any witness statements. The Respondent have served the following:

(i) A Statement of Case (at p.687-713). This raises a number of issues relating to the leaseholders who are properly parties to this application and the periods for which they can claim. Service Charge Accounts are provided for the years 2014 to 2020 (at p.796-876). The Accounts for 2021 were provided at the hearing. The accounts have been prepared by Premier Estates Limited ("Premier"), the managing agents and have been audited by Booth Ainsworth LLP. The Respondent reminds us that we only have jurisdiction to deal with the issues which had been identified in the Directions. Further, this tribunal has no jurisdiction to deal with the issues addressed by the tribunal in its decision in LON/00AW/LSC/2017/0215 or in the settlement agreement whereby LON/00AW/LSC/2018/0263 was compromised.

(ii) Three witness statements: (a) Ms Lisa-Marie Bradnock (at p.990-1015) who is a Senior Estates Manager with Premier; (b) Ms Lisa McCann (at p.1362-1384) who is a Financial Controller with Premier. She addresses the alleged "accounting errors"; (c) Mr Gerald Currell who is Director of Operations at FHM. He addresses the insurance issues.

The Hearing

15. The application had been listed for a two day face-to-face hearing. However, the parties agreed that the first day should be face-to-face whilst the second day should be conducted virtually. There were two reasons for this: (i) the convenience of some witnesses; and (ii) the record-breaking heat over the two days of the hearing and the travel difficulties that this caused for some of the parties.

16. The Applicants were represented by Mr Nahar. He was accompanied by (i) Mr Francois Ekam Dick who is a joint leaseholder of 170 Warren House; (ii) Mr Jim Kumar whose son, Vivan, is the leaseholder of 162 Warren House; and (iii) Ms Joan Davenport who is the leaseholder of 180 Warren House. Mr Nahar gave evidence. It was apparent that the Applicants have sought professional advice. Given the scope of their challenge, it was surprising that they had not decided to be legally represented or to adduce expert evidence. Judge Tagliavini had granted permission to adduce evidence from an independent insurance broker.

17. The Respondent was represented by Mr Simon Allison (Counsel). His Solicitor, Ms Camilla Waszek, from J.B.Leitch, attended on the second day. Mr Allison adduced evidence from Ms Bradnock, Ms McCann and Mr Currell. Ms Faiza Amlani, In-House Counsel for FHM, attended on the second day.

18. Mr Tom Owen, Leasehold Manager, and Ms Sasha Smith, Property Management Officer, attended on behalf of Notting Hill, the leaseholders of Atwood House. They confirmed that Notting Hill did not wish to be a party to this application. None of the sub-lessees of Atwood House attended the hearing.

19. The Tribunal informed the parties that it was unrealistic for them to expect the Tribunal to master a bundle of 8,537 pages. The Tribunal would only have regard to any documents to which they were specifically referred by any party. Mr Allison was mindful of his professional responsibilities when acting against an unrepresented party. He produced a five page document alerting the Tribunal to the relevant documents. He also sought to clarify the issues that the Applicants sought to raise. The Tribunal is grateful for the assistance that he provided.

20. The Tribunal stressed the importance of establishing which leaseholders are parties to this application. This was not apparent at the hearing and is discussed at [24] to [27] below. A number of issues arise:

(i) All these Applicants are entitled to benefit from this decision. They are also bound by it. It will not be open to them to bring any further challenge to the service charges payable for the service charge years 2014 to 2020, or in respect of the two issues raised in respect of the 2021 accounts.

(ii) Any leaseholder can only benefit from the decision in respect of such periods that they held the leasehold interest in their flat.

(iii) A number of the Applicants were not parties to the tribunal decision in LON/00AW/LSC/2017/0215. This Tribunal endorses the decision of Mr Hewitt and Mr Mason and extends the finding to these Applicants.

(iv) A number of the Applicants were not parties to Settlement Agreement which compromised LON/00AW/LSC/2017/0215. Mr Allison agreed that the Respondent would extend the benefit of this Agreement to any of these Applicants who apply to them to be made parties.

21. The Tribunal also clarified the status of the 55 sub-lessees of Atwood House. They have no direct contractual relationship with the Respondent. However, certain service charges, including the insurance, is passed down through a chain to Notting Hill and then to the sub-lessees. *In Ruddy v Oakfern Properties Ltd* [2006] EWCA Civ 1389; [2007] Ch 335, the Court of Appeal held that such sublessees had the locus standi to make an application under section 27A against the head landlord.

22. The Tribunal clarified a number of issues at the beginning of the hearing:

(i) Mr Nahar is the lead applicant. He is the only leaseholder to advance any case to the tribunal. In joining an application in which Mr Nahar is the lead applicant, the co-applicants are restricting themselves to the issues that it is open to Mr Nahar to advance.

(ii) In LON/00AW/LSC/2017/0215, the tribunal determined the service charges payable in 2016, focusing on the insurance, management fees and the reserve fund contributions payable by the applicants. It is not open to Mr Nahar to reopen any of the matters determined by that tribunal.

(iv) Mr Nahar has compromised his application in LON/00AW/LSC/2018/0263 on the terms specified in the Settlement Deed. This related to the sums payable for insurance in the years 2014/5 and 2017-2019. It is not open to Mr Nahar to reopen any of those matters.

23. The Tribunal conducted the hearing by taking the issues one by one. The Tribunal addressed the alleged "accounting issues" together as these all raised similar arguments. Mr Allison started by making his submissions and adducing his evidence. Mr Nahar then put questions to the witnesses and made his response. We permitted Mr Kumar to question Ms Bradnock on Issue 11 (the Development Manager). We were not willing to permit more than one leaseholder to question witnesses on any single issue. Mr Nahar therefore conducted all the other cross-examination. At the end of the hearing, we heard closing submissions from Mr Nahar and Mr Allison. Mr Nahar wanted to make further submissions in writing. The Tribunal was not willing to permit him to do so. At the commencement of the hearing, the Tribunal had stressed that it would hear all evidence and submissions within the two days which had been allocated to this application.

Parties to the Application

24. At the beginning of the hearing, there was still uncertainty as to the leaseholders who are parties to this application. At 17.11 on the first day of the hearing, the Respondent provided a list of those that both the Respondent and Mr Nahar had agreed should be joined as Applicants. At the end of the hearing, the Tribunal directed the parties to provide a list of any additional leaseholders who should be joined. In so far as there was any disagreement between the parties, they were directed to identify the issues in dispute. On 3 August, the Respondent provided a list of “agreed” and “disputed” applicants.

25. The Respondent raises two issues: (i) joint tenancies, when it is not apparent that all the joint tenants have signed the requisite letter of authority; and (ii) cases where the leaseholder is a company and it is not apparent that the person who has signed the letter of authority has the approval of the company to do so. In one case, the appropriate letter of authority was received late.

26. Having had regard to the overring objectives in Rule 2 of the Tribunal Rules, the Tribunal joins all the proposed Applicants. The Applicants to this application are listed in Appendix 1. If any of the disputed

leaseholders were not joined, it would be open to them to issue separate applications to benefit from the modest reductions in respect of insurance. Were they to issue such an application, they could seek to relitigate the other issues which we have determined. It is in the interests of all parties to avoid such future litigation.

27. Should it transpire that those who have signed the letters of authority, have not done so with the approval of their joint tenants or any company leaseholder, that is a matter between the relevant leaseholders and the persons who have signed the letters of authority. The persons who have signed the forms have ostensible authority to do so.

The Law

28. Section 18 of the Landlord and Tenant Act 1985 ("the Act") defines "service charge":

> (1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent—
>
> > (a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and
> >
> > (b) the whole or part of which varies or may vary according to the relevant costs."

29. Section 19 gives this Tribunal the jurisdiction to determine the reasonableness of any service charge:

> "(1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period—
>
> > (a) only to the extent that they are reasonably incurred, and
> >
> > (b) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard;
>
> and the amount payable shall be limited accordingly."

30. Section 20B provides for a time limit in making demands:

> (1) If any of the relevant costs taken into account in determining the amount of any service charge were incurred more than 18

months before a demand for payment of the service charge is served on the tenant, then (subject to subsection (2)), the tenant shall not be liable to pay so much of the service charge as reflects the costs so incurred.

(2) Subsection (1) shall not apply if, within the period of 18 months beginning with the date when the relevant costs in question were incurred, the tenant was notified in writing that those costs had been incurred and that he would subsequently be required under the terms of his lease to contribute to them by the payment of a service charge.

31. Section 27A provides for the jurisdiction of this Tribunal to determine the liability to pay service charges:

(1) An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to—

(a) the person by whom it is payable,

(b) the person to whom it is payable,

(c) the amount which is payable,

(d) the date at or by which it is payable, and

(e) the manner in which it is payable.

(2) Subsection (1) applies whether or not any payment has been made.

(3) ....

(4) No application under subsection (1) or (3) may be made in respect of a matter which—

(a) has been agreed or admitted by the tenant,

(b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,

(c) has been the subject of determination by a court, or

(d) has been the subject of determination by an arbitral tribunal pursuant to a post- dispute arbitration agreement.

(5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

The Leases

32. The Directions required the parties to summarise the relevant service charge provisions in the lease in their Statements of Case. Mr Nahar has failed to do so. The lease for 196 Warren House, dated 25 September 2002, is at p.577-614. The lease is for a term of 999 years from 25 December 1999. The Respondent has summarised the relevant terms in their Statement of Case. This summary seems to be uncontroversial. We were told that all the leases for Warren House are in similar terms. The Tribunal was not asked to consider the relevant leases in respect of Atwood House, namely the headlease between the Respondent and Notting Hill and the subleases granted by Notting Hill.

33. The service charge expenditure is split into different 'Sectors', namely Estate Costs (Sector 1); Private Apartment Estate Costs (Sector 2); Block Costs (Sector 3) Car Park Costs (Sector 6) and Water Costs (Sector 5). There is no Sector 4 in the Leases. The Lessee's fixed proportions are specified in the Particulars to the lease.

34. Various terms are defined. The "Development" is "Kensington Westside, Warwick Road, London W14". The "Building" is defined as the building or buildings forming part of the Development. "Common Parts" is a reference to the internal common areas within the Building. "Communal Areas and Facilities" are all areas within the Development which are from time to time at the Lessor's discretion used or intended for use in common by all the lessees, as set out in more detail in Part II of the Second Schedule (principally, the gardens / landscaped areas and refuse facilities). "Main Structure" is the main structural parts of the Building, as set out in more detail in Part I of the Second Schedule (principally, the roofs, foundations, main walls, window frames, exterior parts of the Building, structure of balconies/terraces, but excluding parts comprised within the Properties).

35. Part V of the Second Schedule defines the "Maintained Property" as including (amongst other things): the Main Structure; the Communal Areas and Facilities, the Common Parts; the Business Centre; the Gymnasium; the Parking Spaces; and Plant rooms within the Blocks, service installations, all plant and equipment including entry phones, communal aerials, security systems etc.

36. The service charges are described as the "Maintenance Expenses", being the costs incurred in accordance with the Landlord's obligations in the Sixth Schedule. At Part 1, the 'Maintenance Covenants' are set out by reference to each Sector, confirming the Landlord's maintenance and management obligations (see [5] of the Ninth Schedule) including the obligation to insure. The Estate is insured separately from each Building.

Part 2 sets out the 'Maintenance Expenses', namely the list of types of expenditure that may be recovered by way of the Lessee's Proportion. These include (i) All sums spent in and incidental to the Landlord's performance of its obligations with respect to the Maintenance Covenants; (ii) Insuring for any risks for which the landlord may be liable as an employer of persons working or engaged in business on the Maintained Property or as owner of the Maintained Property or any part thereof; (iii) Providing for the employment of persons necessary in connection with the upkeep and management of the Maintained Property and the obligations of the landlord, including fees paid to auditors, accountants, surveyors, valuers, solicitors, managing agents and other contractors and employees; (iv) Managing and administering the Maintained Property, including by employing a firm of managing agents; (v) Preparation and audit of service charge accounts; (vi) Complying with statutory obligations; (vi) Establishing a reserve fund or funds; and (vii) Paying VAT chargeable on any of those matters.

37. The Seventh Schedule provides for the service charge payment mechanism. The service charge year is the calendar year. Interim service charges are payable on 1 January and 1 July in each year, each representing one half of the estimated Lessee's Proportion for the year. Within 14 days after service by the landlord on the lessee of a certificate for the period in question, the lessee must pay to the landlord a balancing charge to the extent that the actual Lessees Proportion exceeds the sums paid on account. Any overpayment is credited to the lessee against any future payments due. The certificated accounts are to be audited by an independent accountant. The Lessee's Covenants are set out in the Eighth Schedule. By paragraph 2, the Leessee covenants to pay the Lessee's in accordance with the Seventh Schedule.

The Service Charge Items in Dispute

38. On 15 February 2022, Judge Tagliavini (at p.122) identified the following service charge items to be in dispute from 2014 to 2022: (i) the re-instatement insurance costs; (ii) estate costs; (iii) concierge costs; (iv) water costs; (v) capital expenses/costs of 2021 works to rectify issues of dampness; (vi) cleaning costs; and (vii) reserve funds. The Respondent' Statement of Case (at p.133-140) identified 15 items in dispute which differed from these. Any applicant should identify the service charges that they seek to challenge in their application form. It is not acceptable for an applicant to change their case as their application develops. Neither is it open to a party to seek to relitigate matters which have already been determined by a tribunal.

39. The Respondent has addressed the 15 items raised by the Applicants in their Statement of Case. They have also raised a number of arguments relating to issues of "res judicata". The Respondent has been willing to afford the Applicants a considerable degree of latitude, greater than this Tribunal would have been minded to afford.

Issues 1 and 2: Insurance

40. The sums charged for buildings and public liability insurance in the service charge accounts has been £271,835 (2021); £275,859 (2020); £302,042 (2019); £314,448 (2018), £337,368 (2017) and £325,105 (2016).

41. Mr Nahar challenges two issues relating to the insurance, namely the commissions payable to the landlord and the reinstatement costs. There is no challenge to the overall size of the insurance premiums, albeit that there is some suggestion that there has been inadequate market testing. The Applicants have not sought to obtain any alternative quotes or adduced evidence from an independent insurance broker as contemplated in the Directions given by Judge Tagliavini.

42. The Respondent has adduced a detailed witness statement from Mr Currell, the Director of Operations at FHM. He is an accountant. He exhibits a number of documents to his witness statement. Mr Currell gave evidence and elaborated upon his statement. He has provided copies of the relevant invoices (at p.2241-2250), Certificates (at p.2251-2276) and the Service Agreement between FHM and their Broker (at p.2278-2326).

43. The Respondent has appointed FHM in connection with the asset management of a number of properties including Warren House and Atwood House. Their responsibilities ensuring that appropriate building insurance is in place. The Respondent has currently appointed Arthur J Gallagher ("AJG") as their brokers. AJG source bespoke freehold insurance tailored to meet the needs of the residential market. FHM also have bespoke arrangements for handling claims. Mr Currell notes that the Applicants do not take issue with the overall level of the premium. He notes that the premium for the two buildings is rated below market average by Zurich.

44. The two buildings have a significant claims history (see p.2340-2346). Between 2014/5 and 2020/21 these have exceeded six per annum. A number relate to the escape of water. Some of these claims have been substantial including a claim for £261k in 2014 and £434k in 2020. This is a particular problem in luxury flats where the leaseholder may not be resident, or where the flat is sub-let. Mr Currell described the steps taken to test the market. Due to the extensive claims' history, a number of insurers have declined to issue terms during the remarketing exercise.

45. Mr Nahar criticised the Respondent for not considering another broker and for failing to adequately test the market. We are satisfied that the Respondent was entitled to retain AJG as their brokers. We are further satisfied that FHM has taken adequate steps to test the market.

46. On 15 February 2018, in LON/00AW/LSC/2017/0215 (at p.661-682), a Tribunal determined the sums payable for insurance premium by Mr Nahar and 15 other leaseholders for 2016/7. The Applicants challenged the level of commission paid by the insurer to FHM. The cost of the insurance for 2016/7 was computed to be £284k, net of IPT. From this, a commission of £56.8k (25% was) was paid, 20% going to the broker and 80% (£45.44k) to the landlord. The Tribunal found that the commission paid to the landlord was unreasonable and determined that no more than £5.44k should be retained by the landlord, with the remainder credited to the service charge payers. The Tribunal found (at [75]) that the landlord's evidence on its commission was "unsatisfactory and muddled". On 14 December 2018, in LON/00AW/LSC/2018/0263 (at p.944), Mr Nahara and 22 other leaseholders, signed a settlement agreement in respect of the sums payable for insurance for 2014/5 and 2017-2019.

47. It is not open to Mr Nahar to reopen the sums payable for insurance for these years. The only years for which he is able to challenge the sums payable for insurance are 2020 and 2021. The extent to which any leaseholder who was not a party to either of these applications are able to benefit from these is set out at [20 (iii) to (iv)] above.

Issue 1: Insurance - Commissions

48. There are two elements of commission that are payable, namely to the landlord (in this case FHM) and to the broker. The extent to which a landlord is obliged to account to its tenants for such commissions was considered by Lightman J in *Williams v Southwark LBC* (2001) 33 HLR 22. On the facts of that case, it was held that Southwark were entitled to retain the 20% handling and administration charge agreed with the insurer. If Southwark had been obliged to credit the 20% handling and administration fee to the lessees, the landlord would have been entitled to claim the actual costs of administering and handling the insurance.

49. The Respondent has provided a schedule of the commissions paid by the insurer (at p.2240). The landlord does not receive any benefit from any commission paid to AJG, the broker, for arranging the insurance. In 2016/7, the commission payable to AJG was 5%. In 2019/20, it increased to 10%. Were an unduly high commission to be payable to a broker, it could suggest that the insurance premium was unduly high. However, the Applicants have not adduced any evidence that the commission is outside the market norm or that the premium is unduly high.

50. In LON/00AW/LSC/2017/0215, the Tribunal held that the commission of 20% paid to FHM was unduly high. This was in the context of a finding that the landlord's evidence on the services that it provided was unsatisfactory and muddled. Since this decision, the commission paid to the landlord's agent has reduced from 20% in 2016/7 to 5% in 2019/20 and 2020/21. In 2021/2, it was further reduced to 3.27%. At [36] of his

statement, Mr Currell provides details of the services provided by FHM. This Tribunal is satisfied that a commission of 5% is not unreasonable for the service provided by FHM.

Issue 2: Insurance – Reinstatement Costs

51. The Applicants seek to argue that the insurance premiums are unduly high because it was based on an unduly high re-instatement value for the Property. This submission is based on the following facts:

(i) On 30 April 2013, Cardinus Risk Management ("Cardinus") advised FHM on the reinstatement value of the Property and assessed this at £90.5m (at p.2375 to 2377).

(ii) On 16 February 2016, Cardinus carried out a further revaluation and increased this to £137m (at p.2378 to 2381).

(iii) In 2020, FHM instructed Barrett Corp Harrington ("BCH") to carry out a valuation. On 31 October 2020, BCH assessed the reinstatement value at £123.9m (at p.2383-2390).

As a result of the revaluation in 2020, the insurance premium has reduced by some 21%. Rather that welcome the fact that the premium is now lower, Mr Nahar rather argues that the 2016 valuation was an over valuation.

52. There are a number of insurmountable problems to Mr Nahar's argument:

(i) The insurance premiums payable for the years 2014 to 2019 have now been determined, whether by the decision of the Tribunal in 2016/17 and by the settlement agreement in the other years. It is an abuse of process for Mr Nehar to seek to reopen them.

(ii) The fact that a lower valuation was made in 2020, does not invalidate the earlier valuation. Valuation is an art and not a science. Two firms of qualified surveyors were appointed to provide valuations. The fact that they have reached different figures, does not suggest that either was wrong.

(iii) In 2016, FHM had no reason to believe that the Cardinus valuation was unduly high. Mr Nahar suggested that FHM should have obtained two valuations. What would FHM have done had two competent valuers reached two different figures? If satisfied that they were both equally robust, there were potential problems in going for the lower valuation. It would be open to the insurer to contend that the Property was under insured. Had they obtained a second valuation, Mr Nahar could have

argued that the additional cost of instructing a second expert was unreasonable.

53. The Respondent has asked both valuers to justify their valuations in the light of the conflict between them. In May 2022, Cardinus justified their valuation (at p.2392-5). On 11 May 2022, BCH justified their valuation (at p.2396-2409). Cardinus comment that BCH had more detailed plans and the benefit of composite advanced digital mapping. It is not for this Tribunal to determine which valuation is the more robust. We must rather ask whether FHM acted reasonably in relying upon the Cardinus valuation in 2016. We are satisfied that they did. We reject the suggestion that they should have obtained a second valuation.

Issue 3: Damper Replacement Costs

54. Costs totalling £281,766 (including professional fees and VAT) appear in the 2021 service charge accounts for the replacement of fire dampers. Fire dampers are devices designed to impede the spread of fire through ducts passing through walls, floors and partitions. They were installed in about 2000 when the Property was constructed. Ms Bradnock gave evidence that the expected life of the dampers was 10-15 years. There is no evidence to contradict this.

55. The Applicants contend that the cost of these works should not be passed on through the service charge account for a number of reasons. First, the dampers installed in 2000 were a design defect and were not fit for purpose. The cost of remedying this inherent defect should be borne by the freeholder. Secondly, the dampers would not need to be replaced had they been properly maintained. Thirdly, these were "qualifying works" the cost of which was more than £250 per flat. The Respondent should therefore have the statutory consultation required by section 20 of the Act and by Part 2 of Schedule 2 of the Service Charges (Consultation Requirements) (England) Regulations 2003. The service charge that the Respondent can pass on to any leaseholder is therefore capped at £250. On 6 April 2022, the Respondent issued an application for dispensation (LON/00AW/LDC/2022/0096). This Tribunal has issued a separate decision in respect of this application.

56. Until December 2020, ADT Fire & Security had been appointed to maintain the dampers. The Tribunal have been provided with a number of their Inspection Reports (at p.1062-1070). Mr Nahar suggested that these inspections excluded the dampers. However, it is apparent from the detailed comments that they did inspect the dampers and, where necessary, repairs/replacements were undertaken.

57. Following a retendering process, the Respondent transferred the maintenance contract to MDS Fire and Security ("MDS"). After they had been appointed, MDC expressed concerns about their inability to access some of the dampers for maintenance. As a consequence, a report was

obtained from MBS Buildings Systems Specialists ("MBS"). Their report (at p.1017-1054) concludes:

> "Due to the age and condition of this system, we would recommend replacing the controls and repairing all ductwork issues and defects. There are numerous dampers that we were unable to test due to access restrictions. Several of the dampers either do not operate or have been taped/wedged open. There are numerous actuators covered in tape, ductwork that isn't connected to the dampers or dampers that are broken beyond repair. In the event of a fire this system would not provide sufficient protection as designed."

58. The Respondent appointed Ream Partnership LLP ("Ream"), mechanical and engineering consultants, to conduct a site inspection to confirm whether the dampers needed to be replaced. If so, they were required to prepare a specification of works and seek tenders. Ream confirmed that the works were necessary, drew up a specification and obtained estimates from three contractors. The three tenders at p.1088-1109. The three tenders were submitted by (i) Spectrum Efficient Energy Limited £217,412; (ii) Thameside Mechanical Services Limited £225,739; and (iii) JC Watson Mechanical Limited £242,200. All these estimates exclude VAT.

59. On 23 April 2021, recognising that the cost of the works would exceed £250 per flat, Premier served a Stage 1 Notice of Intention (at p.1110-122). The works were stated as the "replacement of the fire damper system". The works were considered to be necessary because the dampers were an essential part of the fire protection of the Building. Observations were invited by 27 May. The leaseholders were invited to nominate a person from whom an estimate should be obtained. Ms Bradnock states that no leaseholder responded to the Notice. However, the Property Manager for Notting Hill requested more information which was provided.

60. Ms Bradnock states that she informed the WHRA of the outcome of the reports and the proposed works. On 17 May 2021, she held a meeting with a number of leaseholders, including Mr Nahar, Mr Ekam-Dick, Mr Kumar and Ms Davenport. The minutes of the meeting are at p.1059. Ms Bradnock stated that this work was taking place as soon as possible due to the health and safety impact. Particulars were provided of the three estimates. On 1 June, Ms Davenport raised a number of points of detail to which Ms Bradnock responded on 2 June.

61. Ms Bradnock, informed by professional advice, concluded that the works could not be delayed. The Notice of Estimates would have caused unnecessary delay. The works therefore started on 28 June 2021.

62. Mr Nahar's lease is at p.577-614. The Tribunal is satisfied that the Respondent is entitled to recover the costs of the damper replacement works as a service charge. Provision is made for this in paragraph 1 of Part II of the Sixth Schedule, by virtue of paragraphs 1, 2 and 3 of Sector 3 of Part I of the Sixth Schedule, and paragraphs 3.1, 6, 11 and 12 of Part II of the Sixth Schedule.

63. The Tribunal does not accept that the original dampers were either inherently defective or that the Respondent has failed to maintain them. The dampers had a limited life of some 10-15 years. They have outlived this by several years. Tenders were invited from three contractors. The Respondent accepted the cheapest quote. The range between the three contractors was not significant. No criticism has been made of the quality of the works.

64. In LON/00AW/LDC/2022/0096, this Tribunal has granted dispensation in respect of the statutory consultation requirements. The failure to serve the Stage 2 Notice of Estimates was justified by the urgency of the works. The leaseholders have failed to establish any prejudice. The Tribunal is satisfied that the sums charged in respect of these works are reasonable and payable.

Issues 4-9: Accounting Errors:

Issue 4: 2019 (£99,728); Issue 5: 2017 (£136,685); Issue 6: 2016 (£104,804); Issue 7: 2018 (£101,138); Issue 8: £7,560; Issue 9: 2020 (£163,385.

65. The Applicants raise a number of alleged "accounting errors". Mr Nahar states that he has "done a forensic audit for all expense invoices disclosed for the year 2019 and compared it to the… accounts". He suggests that he has found no supporting evidence or inadequate/inconsistent supporting evidence in respect of a number of the items. He suggests that the error is some 6.36%. He has carried out a similar exercise for the other financial years.

66. The Respondent provided the Applicants, both in advance of these proceedings and as part of their disclosure, with a detailed expenditure report for 2019. This report provides a breakdown of the computation for each head of expenditure detailed in the accounts; the breakdown mirrors the figures in the account for each heading. The breakdown includes both the invoices for the year in question, along with the appropriate adjustments for accruals and prepayments. Thus, Mr Nahar should have been aware that the accounts have been prepared on an accrual basis.

67. In his closing submissions, Mr Nahar stated:

> "If the tribunal believes that all appropriate disclosure was made by the Respondent and that the tribunal has gone through the 40,000 page disclosure and confirm that the audited accounts are correct, then the Applicants have no objection but to accept the decision of the tribunal."

68. Throughout the hearing, the Tribunal stressed to Mr Nahar that we have no jurisdiction to carry out an audit of the Respondent's service charge accounts. Our jurisdiction under section 27A of the Act is rather to determine the payability and reasonableness of specific items of service charge expenditure. It is apparent that Mr Nahar did not heed the advice which we proffered.

69. The Tribunal has been provided with the Service Charge Accounts for 2014 to 2020 (at p.796-867). The accounts have been prepared in accordance with the ARMA Guidelines, RICS and ICAEW Tech 03/11 (at p.1386). Paragraph 2.2 of ICAEW Tech 03/11 (at p.1393) recommends that accounts be prepared on an accruals basis. The leases require the certified accounts to be audited by an independent auditor. The Respondent has complied with the obligations in the lease. At the hearing, the Tribunal was provided with the draft accounts for 2021.

70. Lisa McCann, Premier's Financial Controller, has provided a detailed witness statement addressing the alleged errors that Mr Nahar has identified. She gave an example of how the accrual system works. For the year 2020, expenditure on water was £126,694 (see p.861). However, there are no bills which equate to this total. The adjustments made appear at p.1659. Two six monthly bills were received for the periods 14 October 2019 to 24 April 2020 and 24 April 2020 to 14 October 2020. The accounts only reflect the cost of the water actually consumed in 2020.

71. As stated, it is not the role of this Tribunal to carry out an audit of the accounts. We merely observe that we are satisfied with the full explanations that Ms McCann provided both in her witness statement and her evidence. It apparent to us that Mr Nahar has not understood the basis upon which the Service Charge accounts have been prepared.

72. Mr Nahar had failed to identify any of these challenges in his application or at the CMH on 15 February 2022. The Respondent not only disclosed the Service Charge Accounts for the years in issue, but also 40,000 invoices. Mr Nahar and his colleagues have embarked upon an exhaustive analysis to identify additional grounds of challenge. We are satisfied that their analysis has been misconceived. We are further satisfied that all the service charge items that they challenged should have been identified in their application form. None of these challenges had been raised. The Respondent has responded to all these challenged. Significant costs will have been incurred, which will now be passed on to the leaseholders through the service charge.

Issue 10: Capital Property Consultants

73. Mr Nahar challenges a fee of £43,801.72 which was paid to Capital Property & Construction Ltd. The invoice, dated 20 November 2020, is at p.1206. The report is at p.1207-1255. On 26 November 2020 (at p.1258), Premier notified residents of the recommendations in the report. Mr Nahar complains that the report was not necessary as the landlord had obtained a similar report from Finley Harrison Ltd for which a charge of £3,614.16 was made. The invoice, dated 9 May 2019, is at p.1180-1205. He also suggests that the charge was unreasonable.

74. This is not an issue that the Applicants raised in their application form or at the CMH on 15 February 2022. Mr Allison took no point on this. Ms Bradnock addresses this issue at [60] – [76]. She highlights how the tragic fire at Grenfell Tower had required landlord to place an increased focus on fire precautions in high rise buildings. The two reports were prepared for different purposes. Premier kept leaseholders informed of these developments. The Tribunal is satisfied that these sums are recoverable pursuant to the terms of the leases and that they are reasonable. Mr Nahar's challenge is without merit.

Issue 11: Development Manager Services for December 2020
Issue 14: Development Manager for Future Years

75. The Applicants complain about the appointment of a Development Manager in December 2020 at a cost of £6,261 + VAT which he computed to be £75k per annum. Mr Nahar contended that the post was unnecessary and that the duties should rather be carried out by Premier under their management agreement.

76. Ms Bradnock responds to this at [50] to [54] and [77] – [86] of her witness statement. In her evidence, she pointed out that the figure which Mr Nahar had taken as a monthly salary was rather paid for the 25 November to 31 December 2020. The salary is £53k on which there are on costs are 13.8% (national insurance and pension) and VAT of 20%, namely a total annual cost of £72,829.

77. The issue is whether the landlord is entitled to employ a Development Manager and whether the costs are reasonable. The Job Description is at p.1262-3. The Development Manager is responsible for overseeing the day to day management of Warren House. The responsibilities include detailed inspections of the Development, ensuring monitoring of staff duties, compliance with specifications and service levels, monitoring contractors, liaising with contractors and residents and assisting with routine and major works, and insurance claims, as well as assisting in the audit of the accounts. Ms Bradnock sees the role is essential to the continued upkeep and management of the Development and the safety of the residents. This is reflected in the Management Plan (at p.1359-

1361). Ms Bradnock rejects Mr Nahar's suggestion that a majority of the residents consider the role to be unnecessary.

78. Ms Bradnock rejects Mr Nahar's suggestion that a head concierge would be a suitable alternative. This is an option that has been considered, but rejected as not being viable. There has always been a Development Manager on post, save during the Covid lockdown when alternative cover was provided. Ms Bradnock exhibits the extensive correspondence that she has had with Mr Nahar and the WHRA at p.1264-1359.

79. The Tribunal is satisfied that the leases permit the landlord to charge for this service. The landlord was entitled to conclude that a Development Manager is required for the effective management of the Estate. This is a matter for the landlord and not this tribunal. Neither is it for Mr Nahar nor the WHRA to prescribe how the Development is managed. The salary paid to the Development Manager and the cost of this service are not unreasonable.

Issue 12: Floating/Interim Development Manager

80. Mr Nahar confirmed that the Applicants are no longer challenging this item.

Issue 13: Future Claims: Fibre Optics

81. Mr Nahar confirmed that the Applicants accepted that this is not a service charge item over which this Tribunal has any jurisdiction.

Issue 15: Cleaning Contract (2021)

82. Cleaning services were originally provided by staff engaged directly for the benefit of the Development. Following various discussions with residents, including the WHRA, Premier undertook an exercise to calculate the cost of providing cleaning services by outsourcing the costs, as against the cost of the direct employment. Ms Bradnock addresses this issue at [55]-[59] and [91]-[92] of her witness statement. She attaches to her statement (at p.1157-1169), a copy of the comparison analysis carried out, along with the working comments on the analysis, pertinent correspondence and the cleaning maintenance proposal. The analysis compared the cost of the anticipated costs for 2020, as against the tender received. This confirmed that the cost of the cleaning contract was similar to the cost of keeping it in house. However, there would be savings when taking into account the cost savings such recruitment fees, holiday cover and sickness cover. This also saved the administration and HR costs, including payroll costs, associated with engaging the staff directly. An independent contractor would need to arrange adequate public liability insurance and any claim would be against their policy. Ms Bradnock cannot recall any resident objecting to the proposed change.

83. The Applicants contend that the new contract with Think Facilities Management Solutions will result in increased costs of £70,000 over a three year period. To support their case, Mr Nahar has produced an analysis at p.296-298. He contends that the new outsourced contract is £8,625 (inc VAT) per month, compared with the current inhouse contract of £6,680 (inc VAT). He raised his concerns in an email, dated 2 December 2021 (at p.1168). Strictly, this relates to the 2022 budget.

84. Ms Bradnock responded that Mr Nahar was not comparing like with like. She asked her accountant to break down the cleaning costs for 2019. She provided the following figures: Cleaners: £61,318.05; Overtime: £2,555.50; VAT: £12,674.71; Holidays: £11,757.67; Recruitment fees: £2,880.00; Supplies: £5,167.36; uniforms: £2,509.88. Total: £98,363.18. Ms Bradnock's figures were based on the 2019 figures and would need to be updated for 2022.

85. The Tribunal is satisfied that Mr Nahar's figured were not like for like. We accept the analysis provided by Ms Bradnock. We accept that the costs were similar. It was open to the landlord to outsource the cleaning service. The issue for this Tribunal is whether the cleaning costs charged to the service charge account were unreasonably high. We are satisfied that they were not. The Applicants have not produced any quotes from other contractors indicating that the service could be provided at a lower cost.

Consequent Orders

86. The Applicants have applied for orders under either section 20C of the Landlord and Tenant Act 1985 and paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002. Mr Allison agreed that the paragraph 5A application was not appropriate as the Respondent would not be seeking to make the Applicants directly responsible for the cost of these proceedings. However, the costs incurred to responding to the mass of issues raised by this application have been substantial and the Respondent would seek to recover these through the service charge account against all service charge payers.

87. An order under section 20C would restrict the Respondent from passing on the cost of these proceedings through the service charge against these Applicants. Were the Tribunal to make such an order, the Respondent could only recover their costs against the other leaseholders who have not challenged the service charges. In the light of our findings above, the Tribunal is satisfied that it would not be just and equitable to make an order under section 20C.

88. Further, the Tribunal makes no order for the reimbursement of the tribunal fees which have been paid by the Applicants. Their application has failed.

89. In this decision, we have concluded that a number of the arguments raised by Mr Nahar have been without merit. Mr Nahar has also sought to relitigate matters which had either been resolved by a tribunal or have been subject to a settlement agreement. There has been little consistency to the approach adopted by Mr Nahar. If a single report is obtained by the landlord, the contents of which Mr Nahar disagrees, he suggests that a second report should have been obtained. However, when the landlord has sought two reports, he has complained of the cost of the second report. The Act is intended to protect tenants from paying unreasonable service charges. It is not intended to be a tool whereby tenants can subject landlords to claim after claim in respect of the same service charge year. It is not the role of this tribunal to micro-manage Warren House or to carry out an audit of the service charge accounts. In limited circumstances, it is open to a tribunal to make a penal costs order against a party who has conducted proceedings unreasonably under Rule 13(1)(b) of the Tribunal Rules. The Tribunal has heard no argument on this point, but our preliminary view is that Mr Nahar has come close to, but has not crossed the line that would justify a penal award of costs.

90. The Tribunal will send a copy of this decision to Mr Nahar who is representing the Applicants and to J.B.Leitch who are representing the Respondent. The Tribunal directs Mr Nahar to send a copy of this decision to all the Applicants whom he represents. The Respondent should send a copy of this decision to Notting Hill.

Judge Robert Latham
24 August 2022

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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.

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.

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.

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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

Appendix: List of Applicants

Warren House (Nos. 1-235) (36 Applicants)		
Flat No. and Name	Party to LON/00AW/LSC/2017/0215	Party to Settlement Agreement
196: Sailendra Nahar & Indrani Nahar	X	X
1: Beatrice Lilly Whiteman		X
12: Murad Ali Shamsi		
15: Joseph Paul Samengo-Turner & Guenaelle Marie Therese Samengo-Turner	X	X
22: Sheikh Siraj Issadeen		
23: Hamid Abboui & May Habba		
41: Benjamin Brito		
45: Virginia Hobday	X	
54: Khadija Mohamed Salah Radwan	X	X
57: Christopher Guy Rogan Pratt		X
79: Neelu Jhaveri	X	X
80: Ronia Boulos, Toussef Boulos & Tala Boulos		X
85: Jeremy Rehan Brito		
104: Alan Edward Webb		
108: Jeremy Brito & Benjamin Brito		
140: Omar Shah		
144: Ankit Kapur		
153: Peter Wooley		
154: Alberto Statti	X	
155: Abdul Karim Ahmadi		
161: Ayman Youssef		X
162: Sharmila Kumar	X	
170: Francois Ekam-Dick & Rachel Yohannes Gojam Ekam-Dick	X	X
175: Mohamed Ishan Issadeen		
180: Joan Davenport		
182: Global Estate Holdings Ltd		
183: Anzhelika Shelukhina		
187: TASS Investments SA		
201: Sonia Living Ltd		
203: Millford George	X	X
204: Marilyn Warries Bold & Derek Bold		
210: Parvin Yazdian-Tehrani		
213: Nazim Ali Asghar Choudhury		
221: Elena Yurievna Tchaikovsky		
224: Brenda Ring & Barbara Anne Sanderson	X	X
233: Rahaan International Ltd		

Atwood House (Nos. 236-301) – 7 Applicants		
Flat No. and Name	Party to LON/00AW/LSC/2017/0215	Party to Settlement Agreement
246: Daniel Rubinstein & Riikka Laulainen		
247: Sharon Brooks		
255: Rebecca Cole		
260: Philip Greasley & Christopher Williams		
262: Conrad Graeme Morgan		
290: Christopher Martin Forde		
291: Paula Coffey & Anthony Coffey		