



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

Case reference : **LON/00AF/LSC/2021/0329**

**HMCTS code
(paper, video,
audio)** : **P: PAPERREMOTE**

Property : **Flat 5 Ripon House, 254 Croydon Road,
Beckenham BR3 4DA**

Applicant : **Marlon Davids and Yogeeta Davids**

Representative : **N/A**

Respondent : **Stephen Clacy and Wendy Nunn**

Representative : **Mr Stephen Woolf of 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 H. Carr
Mr K Ridgeway**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **10th January 2023**

DECISION

Covid-19 pandemic: description of hearing

This has been a remote hearing on the papers which has been consented to by the parties. The form of remote hearing P:PAPERREMOTE,. A face-to-face hearing was not held because it was not practicable and all issues could be determined in on paper. The documents that I was referred were extensive and not all contained in a bundle. I have noted all the documents received. The order made is described at the end of these reasons.

Decisions of the tribunal

- (1) The tribunal determines to reduce the service charges challenged on the Scott Schedule by the applicants by a total of £ 679.59 which is broken down as follows;

2013 - £72 which relates to management charges = £72

2014 - £116 which relates to profession fees and £16 which relates to management charges = £132

2015 - £16 which relates to management charges = £16

2016 - £16 which relates to management charges = £16

2017 - £3.33 – a concession by the respondent and £16 for management charges = £19.33

2018 - £13.80 a concession by the respondent, £10.00 a concession by the respondent and £14.96 further concession by respondent – making £38.76 in concessions plus £42.67 relating to electrical charges and £16 which relates to management fees = £97.43

2019 - £233.83 relating to groundworks and £29.46 in relation to management charges = £263.29

2020 - £23.31 for rubbish clearance and £6.67 concession by the respondent and £22.08 for management charges = £52.06

2021 – £11.54 concession by the respondent = £11.54

- (2) The tribunal determines to grant the respondent's application for dispensation from statutory consultation charges
- (3) The tribunal determines that service charges demands were served
- (4) The tribunal makes the determinations as set out under the various headings in this Decision
- (5) The tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 so that none of the landlord's costs of the tribunal proceedings may be passed to the lessees through any service charge.
- (6) The tribunal determines that the Respondent shall pay the Applicant £300 within 28 days of this Decision, in respect of the reimbursement of the tribunal fees paid by the Applicant.

The application

1. The Applicants seek a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") [and Schedule 11 to the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act")] as to the amount of service charges [and (where applicable) administration charges] payable by the Applicants in respect of the service charge years

The hearing

2. It was agreed between the parties and with the tribunal at the CMH on 21st July 2022 that the matter would be decided on the papers provided by the parties.

The background

3. The property which is the subject of this application is a one bedroom flat on the first floor of a Victorian building known as Ripon House converted into 9 flats. Adjoining Ripon House is a further extension Ripley House which provides a further 4 flats.
4. Neither party requested an inspection and the tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute.
5. The Applicant holds a long lease of the property which requires the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge. The specific provisions of the lease and will be referred to below, where appropriate.

6. The tribunal has held a number of hearings prior to this paper determination.
7. There were directions hearings on November 15th 2021
8. The matter was set down for a hearing on 21st April 2022. The parties were unrepresented at that hearing. The tribunal expressed concerns that the Scott Schedule prepared by the Applicants did not reflect issues raised at earlier directions hearing and that the Respondent had not completed the relevant columns of the Scott Schedule.
9. As a result of a concession by the Applicants the tribunal determined that the insurance demands were payable and reasonable and the tribunal made a determination to that effect.
10. The tribunal then set the matter down for a reconvened hearing. It was listed for two days, June 16th and June 17th 2022. The Respondent was represented at that hearing by Mr Woolf of counsel and did not himself attend. There continued to be a lack of clarity about the Scott Schedule and three problems emerged that prevented the tribunal from being able to determine the application over those two days; (i) some of the service charges that appeared to have been demanded had not in fact been demanded but related to another property, (ii) works may have been carried out which were above the statutory consultation limit although this was not apparent from the invoices provided by the Respondent and (iii) there was no evidence available to the tribunal that service charges demands had been served in the correct statutory form.
11. The tribunal then held a CMH on 21st July 2022 and issued further directions on 17th August 2022.
12. At the CMH the parties agreed to the decision being made on the basis of paper submissions. The tribunal considered the papers on 6th October 2022.
13. Very usefully for the CMH Mr Woolf had prepared a consolidated Scott Schedule. The matter was set down for a determination on the basis of papers provided and the Applicants were given an opportunity to provide a response to the consolidated Scott Schedule.
14. The Respondents were given the opportunity to make legal submissions in connection with the statutory consultation required for any major works which the Applicants were given an opportunity to responds to.
15. The consolidated Scott Schedule with the Applicants' responses, the legal submissions and the Applicants reply are the documents which the Tribunal considered in reaching this determination.

The issues

16. At the start of the hearing the parties identified the relevant issues for determination as follows:
 - (i) The payability and/or reasonableness of service charges for years 2013 - 2021 relating to in particular
 - a. Whether invoices were genuine and/or related to the property
 - b. Whether charges were fair, reasonable and accurate
 - (ii) Whether statutorily compliant service charge demands had been served
 - (iii) Whether there was a requirement for consultation in connection with works carried out to the property and if so whether there should be dispensation from consultation.
17. Having heard evidence and submissions from the parties and considered all the documents provided, the tribunal has made determinations on the various issues as follows.

The reasonableness and payability of items challenged on the Scott Schedule

18. There are two general points that the Tribunal wishes to make in connection with the numerous challenges to service charges set out in the consolidated Scott Schedule amplified by the response by the Applicants dated
19. First the Applicants make several allegations of fraud. The Tribunal cautioned the Applicants about this during the hearing and suggested that the evidence they provided did not amount to fraud and that they should desist from making such allegations. It was not helpful to the Tribunal. For the avoidance of doubt the Tribunal makes it clear that there was no evidence that the Respondent had been fraudulent.
20. It is insufficient to claim that companies do not exist, do not have websites etc, as there are often valid reasons for using firms which are not incorporated, do not pay VAT and do not have a virtual presence. When these assertions have been made in the Scott Schedule as reasons for challenge they have all been treated as inadequate. Nor can the Applicants simply assert that charges are unreasonable, excessive etc. Clear evidence has to be provided.

21. On the other hand there was evidence that the Respondent was cavalier with his invoicing and his accounts and his attitude throughout the hearing appears to have been resentful and even angry that the Applicants are challenging the service charge. It would be very useful in future if the Respondent accepted that the Applicants have a right to challenge charges and that there is an expectation that landlords behave professionally and provide clear explanations and clear accounts of how leaseholders' money is being spent.

The tribunal's decision

22. The tribunal determines that the amount payable in respect of the service charges challenged be reduced by £670.59 .

Reasons for the tribunal's decision

23. The parties are referred to the completed Scott Schedule attached as Appendix 1.

Have statutorily compliant service charge demands been served?

24. This issue arose during the course of proceedings when the Tribunal noted the lack of statutorily compliant service charge demands in the documents provided.
25. The Applicants say that on 22nd August 2022 they received an email from the Respondent with a letter attached from LMD Management stating that they sent Service Charge demands with the necessary statutory notices and a letter attached from Bowden Property Investments Limited also stating that they attached the statutory notices.
26. The Applicants say that prior to that date they had never seen those documents . They say they only ever received Applications of Payments with nothing accompanying them. They say that had they received them they would have been attached into the bundle alongside the Application for Payments that are included.
27. The Respondent provided a letter from LMD management dated 19th July 2022 who were managing the property during the years ending 5th April 2013 – 2015. LMD management say that the company was growing rapidly during that period and staff members were sent frequently on industry training course. All Applications for Payment and Ground Ren were accompanied by statutory notices and it was, and still is, the final check we make before stuffing envelopes ready for dispatch.
28. The Respondent also provided a letter dated 15th July 2022 from Bowden Property Investments Limited saying that during its period of

management of Ripon House, applications for payment were accompanied by one or other of the attached statutory notices.

29. The Respondent also provides a statement that says that they own a substantial portfolio and whilst there have inevitably been challenges from leaseholders which have come before the Tribunal in one of those cases has it been found that there had been a failure to serve a valid demand by failing to enclose the Summary of Rights

The tribunal's decision

30. The tribunal determines that statutorily compliant service charge demands have been served.

Reasons for the tribunal's decision

31. The tribunal is faced with the situation where it has to decide who to believe on the balance of probabilities whether statutorily compliant service charge demands have been sent. The Applicants are adamant that they were not sent and the Tribunal notes that the Respondents are the directors of Bowden Property Investments Limited. The Tribunal has no doubt that the Applicants sincerely believe that they have not received such notices. However the Respondent is equally adamant that it has sent them via one of the two companies who have managed the property over the relevant years. Bearing in mind that it was the Tribunal itself that raised the issue and not the Applicants, and that there is no evidence from any other leaseholder in the property that notices have not been sent the tribunal determines to accept the evidence from the Respondent that the proper demands were served.

Dispensation from the requirements of s.20ZA of the Landlord and Tenant Act 1985

32. The Applicants said that some of the invoices presented were for works which together required statutory consultation and that no statutory consultation had taken place.
33. They say that the Landlord has failed on multiple occasions to serve the correct section 20 notices due to his own mismanagement and failure to comply with the law. assert that they have suffered prejudice.

34. They submitted that from 2013 – 2021 the building has had the following costs spent on it in total:

JOB 1 – Fire Safety Testing - £2,604.00

JOB 2 – Works in flat 8 - £2,138.00

JOB 3 – Roof works - £20,555.00

JOB 4 – Works in flat 2 - £11,227.54

JOB 5 – Drainage work - £12,255.81

Job 6 – Works in flat 6 - £3,636.00

JOB 7 – Rubbish removal - £8,524.67

JOB 8 – Works in flat 1 - £866.00

JOB 9 – Works in flat 9 - £1,429.40

JOB 10 – Electrical works - £11,539.73

35. They say that they have done their best to be accurate.
36. Counsel for the Respondent pointed out that the way in which the Applicants have aggregated works is almost impenetrable and the Tribunal agrees. However it should also be noted that if the invoices had been dealt with in a transparent manner there would have been no need for the Applicants to do the works of aggregation.
37. Counsel submit that of the 10 sets of works which the Applicants describe as JOBS on two, those identified as 4 and 6 fall into the category of being Major Works.
38. He says that is because JOBS 1,2,3,5,7.8.9 and 10 are not Major Works. It is submitted by Counsel that the Applicants have wrongly joined together works of a similar nature over the course of many years and argued that they are major works.
39. He points out that for works to be major works for the purposes of statutory consultation they must evidence at least two of the four characteristics:
- (i) They must be works contiguous to rather than be physically removed from each other, and/or

- (ii) Subject to the same contract; and/or
 - (iii) Done more or less at the same time; and/or
 - (iv) be of the same character and have a connection to one another.
40. In Counsels submissions 1,2,3,5,7,8.9.and 10 fail as they cannot be said to fall into at least two of the four categories.
41. In connection with JOBS 4 and 6 Counsel points out that the applicable test is for the Tribunal to determine whether it can be satisfied that it is reasonable to dispense with the consultation by considering whether the tenant will suffer real prejudice in that (a) they have either paid for inappropriate works or (b) are paying more than would be appropriate.
42. Counsel agrees that section 20 Notices should have been served in connection with JOBS 4 and 6 but 4 In respect of JOBS 4 and 6, it is submitted that Section 20 Notices should have been served, but that:
- (i) in respect of JOB 4, the relevant costs exceeded the threshold by £15.33 (see page 61 of Scott Schedule);
 - (ii) in respect of JOB 6, the relevant costs exceeded the threshold by £52.40 (see page 82 of Scott Schedule);
 - (iii) The tenants have not suffered any real prejudice because even had here been a consultation process, the works would have been carried out by the landlord's preferred contractor;
 - (iv) The tenants would not have been able to find a significantly cheaper cost for these works;
 - (v) 'Relevant prejudice' must be financial. The question to be asked is whether the tenants suffered financially in that has the failure to consult resulted in the landlord spending unreasonable amounts and visiting those costs upon the tenant;
 - (vi) Having not had the opportunity to make representations about the proposed works, the tenants have to identify what they would have said

The tribunal's decision

43. The tribunal determines that only JOB 4 and JOB 6 attract statutory consultation requirements.
44. The tribunal determines to dispense with requirement for statutory consultation in respect of JOB 4 and JOB 6 on condition that the costs incurred by the Respondent for this aspect of the application are borne by the Respondent and not added to the service charge.

Reasons for the tribunal's decision

45. Through no fault of their own the applicants have failed to understand what is required for work to attract statutory consultation. The information provided does not suggest that all of the work identified should have been consulted upon.
46. The tribunal agrees with the Respondent that of all the JOBs identified by the Applicants only JOB 4 and JOB 6 require statutory consultation.
47. The Tribunal also agrees with the Respondent that the Applicants have failed to show the necessary financial prejudice required by *Daejan v Benson* [2013] UKSC 14
48. However it also takes from *Daejan* the understanding that asking the Tribunal to dispense with consultation is a privilege - what Lord Neuberger at paragraph 61 of the decision describes as a 'statutory indulgence'.
49. It notes that the reason that this issue emerged is because of the haphazard way service charges for works have been levied. If there had been clarity, there would have been no need for the application. As it is clarity has only been achieved at a very late stage in the proceedings and therefore the Tribunal has determined to exercise its discretion to dispense with statutory consultation conditionally, imposing the condition that the Respondent must bear his own costs in making this application.

Application under s.20C and refund of fees

50. At the end of the hearing, the Applicant made an application for a refund of the fees that he had paid in respect of the application and hearing¹. Having heard the submissions from the parties and taking into account

¹ The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013

the determinations above, the tribunal orders the Respondent to refund any fees paid by the Applicant.

51. the Applicant applied for an order under section 20C of the 1985 Act. Taking into account the determinations above, the tribunal determines that despite its relatively low level of reduction of the service charge demands that it is just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act, so that the Respondent may not pass any of its costs incurred in connection with the proceedings before the tribunal through the service charge. This is because until relatively late in the proceedings there was very little clarity about the amounts demanded and it has required a tribunal determination to settle the dispute.

Name: Judge H Carr

Date: 10th January 2023

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 1

SCHEDULE

DISPUTED SERVICE CHARGES S/C YEAR ENDED 2012-2021

<u>Case Reference:</u>	<u>LON/00AF/LSC/2021/0329</u>	<u>Premises:</u> <u>Flat 5</u> <u>Ripon House</u> <u>254 Croydon Road</u> <u>Beckenham</u> <u>BR3 4DA</u>
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<u>Item</u>	<u>Cost (£)</u>	<u>APPORTIONED TO FLAT 5 (£)</u>	<u>ACCEPTED BY FLAT 5 (£)</u>	<u>Tenants' Comments *</u>
<u>2013</u>				
<u>Mr Snazell</u> <u>SC-2013-005 & 012</u> <u>(part)</u> <u>Plus 12 invoices with</u> <u>no invoice number</u> <u>pp. R106 – R118</u>	<u>2,920.00</u>	<u>208.57</u>	<u>208.57</u>	<u>When calculating this, we</u> <u>found it fair and</u> <u>reasonable when split</u> <u>between 14 flats over 12</u> <u>months.</u> <u>Amounts to £208 for this</u> <u>year. We are happy to pay</u> <u>this.</u>

<p><u>Mr Snazell</u> <u>SC-2013-007</u> <u>p. R121</u></p>	<p><u>45.00</u></p>	<p><u>5.00</u></p>	<p><u>0.00</u></p>	<p><u>Happy to pay our contribution to this once we have seen the before and after pictures as mentioned in the invoice.</u></p> <p><u>No invoice date. When was this work carried out?</u></p>

<u>Assured Preservations SC-2013-006 Deposit for works to be carried out as per report number 10099. p. R120</u>	<u>1,918.00</u>	<u>106.56</u>	<u>0.00</u>	<p><u>We do not accept this invoice because the invoice has no information about what work was needed or carried out. We'd like to see the report.</u></p> <p><u>Invoice (and report provided by Mr Woolf at last hearing from Assured Preservations) only refers to flat 254a, that is Ripley House and not Ripon House. Mr Clacy's response on Scotts Schedule response also confirms the work is for Flat A.</u></p>

<u>J Batts Scaffolding</u> <u>SC-2013-008</u> <u>Access Tower</u> <u>p. R122</u>	<u>260.00</u>	<u>28.88</u>	<u>0.00</u>	<u>We do not accept this invoice.</u> <u>Why was this work needed?</u> <u>Invoice doesn't specify size, height and type of scaffolding required.</u> <u>The company doesn't exist according to Companies House and there is no website for us to see what this company specialise in.</u> <u>We have a quote for a scaffolding tower lowest price £45.80 per week, highest price 174.50 for a</u>

				<p><u>week – source: lakeside-hire.co.uk</u></p> <p><u>Why was the scaffolding put up 3 weeks before work started?</u></p>
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<u>AWR Roofing</u>				
<u>SC-2013-009</u> <u>p. R123</u>	<u>1,070.00</u>	<u>118.88</u>	<u>0.00</u>	<p><u>We do not accept this invoice. Why was this work carried out? Do you have any reports or pictures to show why the roof needed renewing? The company doesn't exist according to Companies House.</u> <u>No website so we can't check their work.</u></p> <p><u>Why was this work needed? You didn't respond to our questions in the Scotts Schedule.</u> <u>Why are we paying for work in flat 8?</u></p>
<u>SC-2013-011</u> <u>p. R126</u>	<u>260.00</u>	<u>28.88</u>	<u>0.00</u>	

<u>Central Communications</u> <u>SC-2013-010</u> <u>Plus 1 Invoice with no number</u> <u>pp. R124 & R125</u>	<u>170.00</u> <u>670.00</u>	<u>93.33</u>	<u>93.33</u>	<u>What system was installed? And what lock was installed? Invoice doesn't specify this so we can't check for whether this charge is fair or reasonable. I contacted the number on the invoice and a lady answered and when I asked about the company she told me it was a wrong number – why is this? the company doesn't exist according to Companies House, there is no website so we can't see what work they carry out.</u>

<p><u>Andrew Harris</u> <u>SC-2013-012</u> <u>Clear bin area of</u> <u>excess waste</u> <u>p. R128</u></p>	<p><u>200.00</u></p>	<p><u>14.28</u></p>	<p><u>0.00</u></p>	<p><u>We do not accept this invoice; we do not believe that this amount is genuine and that the work took place. There is no invoice number on the invoice from the company. We believe this to be a friend of Mr MacEvoy's. This company is registered to an address a few doors away from Mr MacEvoy.</u></p>
<p><u>LMD Management</u> <u>SC-2013-013</u> <u>Management Charge</u> <u>p. R129</u></p>	<p><u>1,800.00</u></p>	<p><u>200.00</u></p>	<p><u>120.00</u></p>	<p><u>Is this reasonable? We do not accept this because the property is not being managed well. We aren't being informed with enough notice of works taking place and the costs. We believe we are being invoiced from companies that do not exist and are being invoiced from companies that aren't genuine and</u></p>

				<p><u>with amounts that aren't genuine.</u> <u>The management of the building is poor which can be reflected in the witness statements and seen in photos.</u></p>
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2014

<p><u>MPM Building Excellence Professional fees</u></p> <p><u>SC-2014-005</u> <u>p. R136</u></p> <p><u>SC-2014-006</u> <u>p. R137</u></p> <p><u>SC-2014-007</u> <u>p. R138</u></p> <p><u>SC-2014-009</u> <u>p. R140</u></p> <p><u>SC-2014-011</u> <u>p. R142</u></p>	<p><u>480.00</u></p> <p><u>450.00</u></p> <p><u>450.00</u></p> <p><u>360.00</u></p> <p><u>720.00</u></p>	<p><u>36.92</u></p> <p><u>34.62</u></p> <p><u>50.00</u></p> <p><u>40.00</u></p> <p><u>80.00</u></p>	<p><u>0.00</u></p> <p><u>0.00</u></p> <p><u>0.00</u></p> <p><u>0.00</u></p> <p><u>0.00</u></p>	<p><u>We do not accept these invoices, they are not reasonable. They are from your ex-business partner, the works are expensive and exaggerated to benefit MPM and yourself.</u> <u>We'd like to see the report made by lessees Mr and Mrs King, the report from flat 8, the report from Flat 2 and all reports that these invoices claim to have been made.</u></p> <p><u>In respect of SC-2014-005 & 006:-</u> <u>Applies to Flat A Ripley house, not Ripon House</u></p> <p><u>In respect of SC-2014-007:-</u> <u>why are we paying for work in flat 8? Why does a surveyor need to attend?</u></p>
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				<p><u>In respect of SC-2014-009:-</u> <u>Why are we paying for work in flat 8?</u></p> <p><u>In respect of SC-2014-011:-</u> <u>Why are we paying for work in Flat 2? Why were there 5 site visits? What was the total value of the work to incur such a high fee? Poor management?</u></p>
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<u>AWR Roofing</u> <u>SC-2014-008</u> <u>p. R139</u> <u>SC-2014-010</u> <u>p. R141</u>	<u>330.00</u> <u>480.00</u>	<u>36.66</u> <u>53.33</u>	<u>0.00</u> <u>0.00</u>	<u>We do not accept this invoice. Last year this company sent an invoice for repairs on the dormer roof and upper level valley (no other details specified) and this year we are paying again for works on the same area?</u>

				<p><u>We'd like proof from the company that the work was carried out.</u> <u>The company doesn't exist according to Companies House and there is no website for us to check what this company specialise in.</u></p> <p><u>In respect of SC-2014-008:-</u> <u>Roof works</u></p> <p><u>In respect of SC-2014-010:-</u> <u>Why are we paying for work in flat 8?</u></p>
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<p><u>Surrey Groundworks</u></p> <p><u>SC-2014-012</u></p> <p><u>p. R143</u></p>	<p><u>1,240.00</u></p>	<p><u>137.77</u></p>	<p><u>0.00</u></p>	<p><u>We do not accept this invoice. It is not reasonable and why is it being carried out? This company is another company owned by your ex-business partner and the works carried out are in preparation for the bungalow development at the back of the property which is nothing to do with Ripon or Ripley residents. Since you received our bundle with this evidence the website has been removed from the internet, why is this? We took screenshots of this</u></p>

				<p><u>information and was included in our bundle.</u></p> <p><u>Why are we paying for work in flat 2? why was this work needed? This company is owned by the surveyor - he is surveying the job and instructing himself on what job to carry out and then awaiting an inspection from himself? Mr MacEvoy owns Surrey Groundworks and MPM the surveying company.</u></p>
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<u>Julian Agnew</u> <u>SC-2014-013</u> <u>p. R146</u>	<u>676.00</u>	<u>52.00</u>	<u>0.00</u>	<u>We do not accept this invoice because the company doesn't exist according to Companies House, there's no website for us to see what this company actually do or</u>

				<p><u>proof that the work was carried out or required.</u> <u>Why was this work needed? Can we see photos?</u></p> <p><u>Why was this work needed? the lease specifies that lessees need to provide their own bin.</u> <u>Was this necessary?</u></p>
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<u>Andrew Harris</u> <u>SC-2014-015</u> <u>p. R159</u>	<u>240.00</u>	<u>17.14</u>	<u>0.00</u>	<u>We do not accept this invoice, again no invoice number from the company?</u> <u>The company doesn't exist according to Companies House, there's no website or proof that the work was carried out or required.</u>
<u>LMD Management</u> <u>SC-2014-016</u> <u>p. R160</u>	<u>2,925.00</u>	<u>225.00</u>	<u>120.00</u>	<u>Is this reasonable?</u> <u>We do not accept this because the property is not being managed well, we are being invoiced for companies that do not exist and being invoiced from companies that aren't genuine and with</u>

				<p><u>amounts that aren't genuine.</u> <u>The management of the building is poor which can be reflected in the witness statements.</u></p>
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2015

<p><u>MPM Building Excellence Professional Fees</u></p>				<p><u>We do not accept these invoices, we do not believe this is genuine work on the property. They are from your ex-business partner, the works are expensive and exaggerated to benefit MPM.</u> <u>We'd like to see the reports and the requests from lessees for this work as stated in the invoices.</u></p> <p><u>In respect of SC-2015-004:-</u> <u>Why are we paying for work in flat 6? A surveyor wasn't needed for this.</u></p>
<p><u>SC-2015-004</u> <u>p. R166</u></p>	<u>450.00</u>	<u>50.00</u>	<u>0.00</u>	
<p><u>SC-2015-008</u> <u>p. R172</u></p>	<u>480.00</u>	<u>53.33</u>	<u>0.00</u>	
<p><u>SC-2015-009</u> <u>p. R173</u></p>	<u>594.00</u>	<u>66.00</u>	<u>0.00</u>	
<p><u>SC-2015-010</u> <u>p. R174</u></p>	<u>540.00</u>	<u>60.00</u>	<u>0.00</u>	
<p><u>SC-2015-012</u> <u>p. R176</u></p>	<u>360.00</u>	<u>40.00</u>	<u>0.00</u>	
<p><u>SC-2015-019</u> <u>p. R184</u></p>	<u>720.00</u>	<u>80.00</u>	<u>0.00</u>	

				<p><u>In respect of SC-2015-008:-</u> <u>The invoice states 'Issue to competitive tender' - Mr MacEvoy from MPM gave the work to his company Surrey Groundworks, this isn't fair or ethical?</u></p> <p><u>In respect of SC-2015-009:-</u> <u>Why does this need an investigation? We live at flat 5 and an investigation is 'overkill' for the issue that we had resolved by our builder, a damp report wasn't necessary, it was due to some lose tiles from wear and tear that was resolved by a builder fitting a new bathroom.</u></p> <p><u>In respect of SC-2015-010:-</u> <u>We are not responsible for flat 2. Back to investigate the damp in flat 2 again?</u></p> <p><u>In respect of SC-2015-012:-</u> <u>Why can't the management company instruct the contractor?</u></p> <p><u>In respect of SC-2015-019:-</u> <u>Again you are instructing yourself to do the work - Barry at MPM instructing himself at Surrey Groundworks to do the work (invoice below - from Mr MAcEvoy to Mr MacEvoy)</u></p>
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<p><u>Assured Preservations</u> <u>SC-2015-011</u> <u>p. R175</u></p>	<p><u>3,180.00</u></p>	<p><u>353.33</u></p>	<p><u>0.00</u></p>	<p><u>We do not accept this invoice. As one of 2 contactable companies, we contacted them to confirm the amount. Assured Preservations told us this isn't an invoice from them as their invoice is different, but they did carry out some work in relation to the invoice number, but the price is nowhere near what you are invoicing residents. Assured Preservations sent us the original invoice for the job, and it is very different to the one you have sent, why is this? Why are you charging us for works that haven't been done at a price that hasn't been quoted?</u></p> <p><u>Why is this invoice not on headed paper? When speaking with staff at Assured Pres they told us that isn't their headed paper - all their invoices include their accreditations at the bottom. You have also invoiced for a different amount to what you paid them, how do you explain this? and why didn't you send</u></p>

<u>Drain View Ltd</u> <u>SC-2015-005</u> <u>p. R167</u>	<u>720.00</u>	<u>80.00</u>	<u>0.00</u>	<p><u>We do not accept this invoice. Why are we using companies that aren't VAT registered? And another company that uses no invoice number?</u></p> <p><u>We'd like to see the CCTV of the work carried out as outlined in the invoice and the report to prove the work was done and why. This company has no website so we can't check the work they do.</u></p> <p><u>We were living in our flat at this time, we never received one of the many letters you sent regarding this nor have the lessees. Can we see the letter that you sent? Do you have proof? electronically maybe?</u></p>

<u>Northway Electrical Services</u> <u>SC-2015-013</u> <u>p. R177</u>	<u>318.00</u>	<u>24.46</u>	<u>24.46</u>	<u>Can you provide proof of the work? Reasons for work and Inspection report?</u> <u>Happy to pay this once the information is provided.</u>

<p><u>J Batts Scaffolding</u> <u>SC-2015-015</u> <u>p. R179</u></p>	<p><u>700.00</u></p>	<p><u>77.78</u></p>	<p><u>0.00</u></p>	<p><u>We do not accept this invoice, who carried out the work on the roof that the scaffolding was installed for? This company doesn't exist according to Companies House, there's no website or proof that the work was carried out or required.</u></p> <p><u>For works on flat 8 that Mr MacEvoy instructed. Nothing to do with our flat.</u></p>

<u>J Interiors</u> <u>SC-2015-017</u> <u>p. R181</u>	<u>828.00</u>	<u>92.00</u>	<u>0.00</u>	<u>We do not accept this invoice, we do not believe this work was genuine. The company doesn't exist according to Companies House, there's no website or proof that the work was carried out or required.</u>

				<u>Why was this work needed?</u>
<u>Andrew Harris</u> <u>SC-2015-021</u> <u>p. R197</u>	<u>200.00</u>	<u>14.28</u>	<u>0.00</u>	<u>We do not accept this invoice. We do not believe that the work was genuine. There is no proof that the work was carried out or required.</u>
<u>LMD Management</u> <u>SC-2015-022</u> <u>p. R198</u>	<u>2,925.00</u>	<u>225.00</u>	<u>120.00</u>	<u>Is this reasonable? We do not accept this because the property is not being managed well, we are being invoiced for</u>

				<p><u>companies that do not exist and being invoiced from companies that aren't genuine and with amounts that aren't genuine.</u></p> <p><u>The management of the building is poor which can be reflected in the witness statements.</u></p>
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2016

<p><u>Northway Electrical Services</u> <u>SC-2016-004</u> <u>SC-2016-004/2</u> <u>pp. R204 & R205</u></p>	<p><u>330.00</u> <u>330.00</u></p>	<p><u>73.33</u></p>	<p><u>73.33</u></p>	<p><u>We do not accept this invoice. We do not believe that this company is genuine and nor is the invoice.</u></p> <p><u>Can we see the inspection report? Then we will be happy to pay.</u></p>
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<p><u>J Interiors</u> <u>SC-2016-005</u> <u>SC-2016-005 /2</u> <u>pp. R206 & R207</u></p> <p><u>SC-2016-007</u> <u>p. R210</u></p> <p><u>SC-2016-008</u> <u>pp. R212 & R213</u></p> <p><u>SC-2016-013</u> <u>p. R218</u></p>	<p><u>290.00</u> <u>290.00</u></p> <p><u>2,388.00</u></p> <p><u>1,512.00</u></p> <p><u>120.00</u></p>	<p><u>44.47</u></p> <p><u>265.33</u></p> <p><u>168.00</u></p> <p><u>0.00</u></p>	<p><u>0.00</u></p> <p><u>0.00</u></p> <p><u>0.00</u></p> <p><u>0.00</u></p>	<p><u>We do not accept this invoice. SC-2016-007 requires work on the roof but no scaffolding? This amount is not reasonable – and within 6 months of that invoice, AWR Roofing are also carrying out roof works at a high price, why is so much work being carried out on the roof that no one can see? SC-2016-013 is for Ripley House. There is no proof that the work was carried out or required. Why is all this work needed? We believe this to be a friend on Mr MacEvoy’s. We do not believe that this invoice is genuine. The invoice description is very similar to the description invoiced to Drainview Ltd below. Why do we need this on the property twice? And why do both companies use the same wording in their descriptions?</u></p> <p><u>In respect of SC-2016-005</u></p>

				<p><u>Why do we need twice yearly maintenance of rain water goods? Have there been any problems or overflow of the rain guttering to warrant us needing to pay for this.</u></p> <p><u>In respect of SC-2016-007 and 008:-</u> <u>Who instructed this work? why was it needed?</u></p>
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<u>Drain View Ltd</u> <u>SC-2016-006</u> <u>SC-2016-006/2</u> <u>pp. R208 & R209</u>	<u>260.00</u> <u>260.00</u>	<u>39.87</u>	<u>0.00</u>	<u>See above. We do not accept this invoice. Why are we using companies that aren't VAT registered?</u> <u>We do not believe that this invoice is genuine and the works were not needed.</u> <u>Works underground that we can't see, like the roof repairs.</u> <u>See above response in 2015 for Drainview – i.e. the</u>

				<u>comments made for J Interiors work to the rainwater goods</u>
<u>A WR Roofing</u> <u>SC-2016-009</u> <u>p. R214</u>	<u>1,470.00</u>	<u>163.33</u>	<u>0.00</u>	<u>We do not accept this invoice, why was the work needed on the roof again? There is no proof that the work was carried out or required.</u> <u>Why did you not consult leaseholders - so much work on the roof, it may have been more cost effective to do some major works instead of constant repairs. Are you not advised of the state of the roof each time a company does works on the roof? are they not giving you</u>

				<u>advice on repairing the whole roof?</u>
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<p><u>MPM Building Excellence Professional Fees</u></p> <p><u>SC-2016-010</u> <u>p. R215</u></p> <p><u>SC-2016-011</u> <u>p. R216</u></p> <p><u>SC-2016-012</u> <u>p. R217</u></p> <p><u>SC-2016-014</u> <u>p. R219</u></p>	<p><u>600.00</u></p> <p><u>540.00</u></p> <p><u>240.00</u></p> <p><u>540.00</u></p>	<p><u>66.67</u></p> <p><u>0.00</u></p> <p><u>0.00</u></p> <p><u>0.00</u></p>	<p><u>0.00</u></p> <p><u>0.00</u></p> <p><u>0.00</u></p> <p><u>0.00</u></p>	<p><u>We do not accept these invoices because they are from your ex-business partner, the works are expensive and exaggerated to benefit MPM. We'd like to see the reports and the requests from lessees for this work. In respect of SC-2016-010:- This charge is excessive</u></p>

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<u>ADS & Associates Ltd</u> <u>SC-2016-016</u> <u>p. R221</u>	<u>540.00</u>	<u>0.00</u>	<u>0.00</u>	<u>We do not accept this.</u> <u>What was the report for?</u> <u>Why did we need this?</u> <u>Can you provide the</u> <u>report for this?</u>
<u>Surrey Groundworks</u> <u>SC-2016-017</u> <u>p. R222</u>	<u>450.00</u>	<u>34.50</u>	<u>0.00</u>	

				<p><u>We do not accept this invoice. This company is another company owned by your ex-business partner and the works carried out seem to be in preparation for the bungalow development at the back of the property which is nothing to do with Ripon or Ripley residents.</u></p> <p><u>Mr MacEvoy is carrying out drainage work that he has instructed his company to carry out?</u></p>
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<u>Andrew Harris</u> <u>SC-2016-021</u> <u>2 PARTS</u> <u>pp. R253 & R254</u>	<u>1,222.40</u>	<u>87.31</u>	<u>87.17</u>	<u>We do not accept this invoice. There are no invoice numbers for this company to reference. We do not believe this invoice is genuine.</u> <u>We'd like proof from the company that the work was carried out.</u> <u>The company doesn't exist according to Companies House.</u> <u>No website.</u>
<u>Bowden Property Investment</u>				

<u>SC-2016-022</u> <u>p. R255</u>	<u>2,925.00</u>	<u>225.00</u>	<u>120.00</u>	<u>Is this reasonable? The management of the building is poor which can be reflected in the witness statements.</u>
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2017

<u>MPM Building Excellence</u> <u>Professional Fees</u>				
<u>SC-2017-005</u> <u>p. R262</u>	<u>360.00</u>	<u>40.00</u>	<u>0.00</u>	<u>We do not accept these invoices because they are from your ex business partner, the works are expensive and exaggerated to benefit MPM.</u> <u>We'd like to see all reports made for all of these invoices from MPM and lessees.</u> <u>In respect of SC-2017-005:-</u> <u>This is for Flat 6</u> <u>In respect of SC-2017-007:-</u> <u>Attending flat 6 again, why so many visits? poor management</u>
<u>SC-2017-007</u> <u>p. R264</u>	<u>450.00</u>	<u>50.00</u>	<u>0.00</u>	
<u>SC-2017-008</u> <u>p. R265</u>	<u>450.00</u>	<u>50.00</u>	<u>0.00</u>	

				<u>In respect of SC-2017-008:-</u> <u>Works to flat 2</u>
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<u>Assured Preservations</u>				
<u>SC-2017-006 p. R263</u>	<u>1,716.00</u>	<u>190.67</u>	<u>0.00</u>	<u>We do not accept this invoice, we contacted this company to confirm the amount. Assured</u>
<u>SC-2017-009</u>	<u>2,721.60</u>	<u>302.40</u>	<u>0.00</u>	

<p><u>p. R266</u></p> <p><u>SC-2017-010</u></p> <p><u>p. R267</u></p>	<p><u>1,612.80</u></p>	<p><u>179.20</u></p>	<p><u>0.00</u></p>	<p><u>Preservations told us this isn't an invoice from them as their invoice is different, but they did carry out some work in relation to the invoice number, but the price is nowhere near what you are invoicing residents. Assured Preservations sent us the original invoice for the job, and it is very different to the one you are using, why?</u></p> <p><u>In respect of SC-2017-006:-</u> <u>Why did you send us an invoice with different amounts to the original one? Original invoice has been edited with a higher charge from you, why is this? Why wouldn't you send the original invoice?</u></p> <p><u>In respect of SC-2017-009:-</u> <u>We have the original invoice with the original amount, why have you edited the invoice to charge lessees more?</u></p> <p><u>In respect of SC-2017-010:-</u> <u>Works to Flat 2</u></p>
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<p><u>J Interiors</u></p> <p><u>SC-2017-011</u> <u>p. R268</u></p> <p><u>SC-2017-015</u> <u>p. R272</u></p> <p><u>SC-2017-016</u> <u>p. R273</u></p>	<p><u>108.00</u></p> <p><u>420.00</u></p> <p><u>300.00</u></p>	<p><u>12.00</u></p> <p><u>32.31</u></p> <p><u>33.33</u></p>	<p><u>0.00</u></p> <p><u>0.00</u></p> <p><u>0.00</u></p>	<p><u>We do not accept this invoice.</u> <u>SC-2017-011: Why are we paying for works on flat 2?</u> <u>SC-2017-015 Who provided the scaffolding? And why more works on the roof?</u> <u>SC-2017-016: works for flat(s) that aren't ours. Why are we paying for this?</u> <u>Why is all this work needed? Is this work required?</u></p> <p><u>In respect of SC-2017-011:-</u> <u>Works to Flat 2</u></p> <p><u>In respect of SC-2017-015:-</u> <u>Was this work necessary? who instructed the work?</u></p>

				<p><u>In respect of SC-2017-016:-</u> <u>Includes flat A so should be split 14 ways if the work was carried out.</u></p>
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<u>Northway Electrical Services</u> <u>SC-2017-012</u> <u>p. R269</u>	<u>289.44</u>	<u>32.16</u>	<u>0.00</u>	<p><u>We do not accept this invoice – We believe this company isn't genuine. Can we see the report?</u></p> <p><u>When was this work carried out? no date on invoice., how do you know when it is for?</u></p>

<u>Patrick Bishop</u>				
<u>SC-2017-013</u> <u>p. R270</u>	<u>66.00</u>	<u>7.33</u>	<u>0.00</u>	<p><u>We do not accept this invoice, there is no company name on the invoice, no details at all. The company can't be found online. Who is this company? We don't believe that it is a genuine company. Why are we paying for someone to check a ceiling rose in another flat?</u></p> <p><u>In respect of SC-2017-013:-</u> <u>Work on Flat 6</u></p> <p><u>In respect of SC-2017-014:-</u> <u>Replacing columbus light switch</u></p>
<u>SC-2017-014</u> <u>p. R271</u>	<u>110.00</u>	<u>12.22</u>	<u>0.00</u>	

<u>AVS Building and Maintenance</u> <u>SC-2017-017/018</u> <u>p. R274</u>	<u>2,125.00</u>	<u>0.00</u>	<u>0.00</u>	<u>We do not accept this invoice. The company does not exist anywhere online. The Invoice looks disingenuous and where was this work done? Can you provide proof for this work?</u>

<p><u>Andrew Harris</u></p> <p><u>SC-2017-019</u> <u>p. R275</u></p> <p><u>SC-2017-020</u> <u>p. R276</u></p> <p><u>SC-2017-021</u> <u>p. R277</u></p> <p><u>SC-2017-022 part</u> <u>p. R289</u></p>	<p><u>890.00</u></p> <p><u>980.00</u></p> <p><u>220.00</u></p> <p><u>240.00</u></p>	<p><u>63.57</u></p> <p><u>70.00</u></p> <p><u>15.71</u></p> <p><u>169.23</u></p> <p><u>Sub-total</u> <u>318.51</u></p>	<p><u>Sub-total</u> <u>264.23</u></p>	<p><u>We do not accept this invoice. Invoice SC-2017-019 is regarding removing garage doors, boundary walls and hiring of a skip – this development belongs to you, why are we paying for this?</u> <u>SC-2017-020: what is grounds maintenance? Why are we paying for this twice a month? What are the ‘arisings’ from the site that need disposing of?</u></p>
<p><u>Bowden Property Investment</u> <u>SC-2016-022*</u></p> <p><u>Respondents’ note:</u> <u>Mis-labelled by the Applicants.</u></p> <p><u>SC-2017-025</u> <u>p. R339</u></p>	<p><u>2,925.00</u></p>	<p><u>225.00</u></p>	<p><u>120.00</u></p>	<p><u>Is this reasonable? The management of the building is poor which can be reflected in the witness statements.</u></p>

<u>2018</u>				
<u>Drain View Ltd</u>				
<u>SC-2018-004</u> <u>p. R345</u>	<u>420.00</u>	<u>32.31</u>	<u>0.00</u>	<u>We do not accept this invoice.</u> <u>Why does the same expensive job have to be carried out 3 times in one year?</u>
<u>SC-2018-005</u> <u>p. R346</u>	<u>120.00</u>	<u>9.23</u>	<u>0.00</u>	<u>None of these invoices have invoice numbers from the company.</u> <u>We do not believe the company is genuine and the work was not needed.</u> <u>Why are we using companies that aren't VAT registered? Can we have some proof of the works?</u>
<u>SC-2018-006</u> <u>p. R347</u>	<u>420.00</u>	<u>32.31</u>	<u>0.00</u>	<u>In respect of SC-2018-004 and 006:-</u> <u>See above response in 2015.</u> <u>In respect of SC-2018-005:-</u> <u>Why couldn't this work be carried out when they attended above to do the same work</u>

<u>Northway Electrical Services</u> <u>SC-2018-007</u> <u>p. R348</u> <u>SC-2018-008</u> <u>p. R349</u>	<u>342.00</u> <u>420.00</u>	<u>38.00</u> <u>46.67</u>	<u>38.00</u> <u>0.00</u>	<u>We do not accept this invoice/s.</u> <u>SC-2018-008: replacing the light switch again that was refitted brand new 6</u>

<u>SC-2018-009</u> <u>p. R350</u>	<u>357.60</u>	<u>39.73</u>	<u>0.00</u>	<u>months ago by Patrick Bishop? Why does it need replacing again?</u> <u>We do not believe any of this work is genuine.</u> <u>There is no information on this company for us to find out what work they do? can you provide proof of the work?</u> <u>Inspection report?</u> <u>Service report?</u>
<u>SC-2018-010</u> <u>p. R351</u>	<u>1,374.00</u>	<u>152.67</u>	<u>0.00</u>	<u>In respect of SC-2018-008:-</u>
<u>SC-2018-011</u> <u>p. R352</u>	<u>342.00</u>	<u>38.00</u>	<u>38.00</u>	<u>Columbus light switch was replaced by Patrick Bishop last year 30.9.16 - why does it need replacing again?</u>
<u>SC-2018-012</u> <u>p. R353</u>	<u>894.00</u>	<u>99.33</u>	<u>0.00</u>	<u>In respect of SC-2018-009:-</u> <u>Paying for another test?</u>
<u>SC-2018-019</u> <u>p. R363</u>	<u>361.08</u>	<u>40.12</u>	<u>0.00</u>	<u>In respect of SC-2018-010:-</u> <u>Why were 3 visits needed?</u> <u>In visit 1 Northway Electrical were able to identify and fix fault, why couldn't they do this for flat 2? Why couldn't they do what they did in visit 2 in visit 1? poor management here. 3 visits were not necessary. Also why couldn't they do this job in April when they visited and saw the fault. Why have they come back 3/4 months later to fix it? Surely as a statutory requirement it should be done sooner if it's a requirement?</u>
<u>SC-2018-027</u> <u>p. R373</u>	<u>399.42</u>	<u>44.38</u>	<u>0.00</u>	<u>In respect of SC-2018-012:-</u> <u>Why are we carrying out a 'major fire alarm service'</u>

				<p><u>when we pay twice monthly for the 'automatic fire detection test' is this not the same thing? Where were the life detectors renewed? as some were renewed in the April visit.</u></p> <p><u>In respect of SC-2018-019:- This is for work in flat 2</u></p> <p><u>In respect of SC-2018-027:- as above - replacing another 2 smoke detectors. so far 10 have been replaced this year.</u></p>
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<p><u>J Interiors</u></p> <p><u>SC-2018-013</u> <u>p. R354</u></p> <p><u>SC-2018-016</u> <u>p. R358</u></p> <p><u>SC-2018-017</u> <u>p. R360</u></p> <p><u>SC-2018-018</u> <u>p. R362</u></p> <p><u>SC-2018-021</u> <u>p. R365</u></p> <p><u>SC2018-023</u> <u>p. R368</u></p>	<p><u>336.00</u></p> <p><u>288.00</u></p> <p><u>330.00</u></p> <p><u>120.00</u></p> <p><u>390.00</u></p> <p><u>280.00</u></p>	<p><u>25.85</u></p> <p><u>22.15</u></p> <p><u>25.38</u></p> <p><u>0.00</u></p> <p><u>30.00</u></p> <p><u>31.11</u></p>	<p><u>0.00</u></p> <p><u>0.00</u></p> <p><u>0.00</u></p> <p><u>0.00</u></p> <p><u>0.00</u></p> <p><u>0.00</u></p>	<p><u>We do not accept this invoice. This company dissolved in 2017 and doesn't exist at the time of invoicing. Why are you using a company that doesn't exist? Can J Interiors provide bank statements showing payments received? This company is used several times for works that are vague and we don't believe have happened. Who provided the scaffolding for the works in SC-2018-021 that was needed but we wasn't billed for?</u></p>

<p><u>SC-2018-032</u> <u>p. R379</u></p>	<p><u>1,488.00</u></p>	<p><u>114.46</u></p>	<p><u>0.00</u></p>	<p><u>In respect of SC-2018-013</u> <u>As above - why is this</u> <u>work needed? can we see</u> <u>the letter you sent to</u> <u>residents. If residents are</u> <u>not listening maybe a</u> <u>different form of</u> <u>communication would be</u> <u>helpful?</u></p> <p><u>In respect of SC-2018-016</u> <u>As above</u></p> <p><u>In respect of SC-2018-017</u> <u>As above roof works</u></p> <p><u>In respect of SC-2018-023</u> <u>Waste removal, we fail to</u> <u>understand what all the</u> <u>waste removal is for -</u> <u>clearing the rear of the</u> <u>property from the work</u> <u>you are carrying out for</u> <u>your development? We</u> <u>refuse to accept invoices</u> <u>for rubbish removal as</u> <u>you were editing invoices</u> <u>from london rubbish,</u> <u>removing the addresses</u> <u>they worked at and the</u> <u>pictures they took and</u> <u>writing Ripon House and</u> <u>charging us for rubbish</u> <u>not at our building.</u></p> <p><u>In respect of SC-2018-032</u> <u>Who instructed this work</u> <u>and why?</u></p> <p><u>In respect of SC-2018-033</u> <u>What 2 rooms beneath flat</u> <u>3? There aren't any rooms</u> <u>beneath it other than</u> <u>another flat. Waste</u> <u>clearance - with 2 skips?</u> <u>honestly where is all this</u> <u>rubbish coming from</u> <u>considering many invoices</u> <u>from the comapanies</u></p>
<p><u>SC-2018-033</u> <u>p. R381</u></p>	<p><u>1,740.00</u></p>	<p><u>193.33</u></p>	<p><u>0.00</u></p>	
<p><u>SC-2018-035</u> <u>p. R383</u></p>	<p><u>1,242.00</u></p>	<p><u>138.00</u></p>	<p><u>0.00</u></p>	

				<p><u>carrying out work say on the invoice that they remove their rubbish. See above regarding fake invoices to London Rubbish.</u></p> <p><u>In respect of SC-2018-035 Includes flat A so should be split 14 ways</u></p>
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<u>London Rubbish</u> <u>SC-2018-014</u> <u>p. R356</u>	<u>130.00</u>	<u>10.00</u>	<u>0.00</u>	<u>We do not accept this invoice. London Rubbish was another company we contacted to get clarity on the amount. They sent us the original invoices NONE of them are addressed to Ripon House, you have changed the amounts and the addresses on these invoices and charged us, Why? Photographic evidence has been provided of rubbish at different addresses being removed that is NOT Ripon House. Why would you do that?</u>

<u>MPM Building Excellence Professional Fees</u>				
<u>SC-2018-015 p. R357</u>	<u>360.00</u>	<u>0.00</u>	<u>0.00</u>	<p><u>We do not accept these invoices because they are from your ex business partner, the works are expensive and exaggerated to benefit MPM. Can we see all reports and requests from lessees and photos taken?</u></p> <p><u>In respect of SC-2018-022 Does not apply to flat 5. Should be split 14 ways includes Ripley House. High cost compared to the job carried out.</u></p> <p><u>In respect of SC-2018-028 This is for work in flat 2</u></p> <p><u>In respect of SC-2018-030 Should be split 14 ways as covers grounds - car park. Is a surveyor visit necessary?</u></p> <p><u>In respect of SC-2018-034 Why did the surveyor need to be involved with this? How much was the job and where is the invoice from Addiscombe security?</u></p> <p><u>In respect of SC-2018-036 This job includes flat A - see above</u></p> <p><u>In respect of SC-2018-037 No invoice for this and on final account document this says its for Ripley House, why are MPM sending an invoice to Ripon house for this in your bundle but this isnt</u></p>
<u>SC-2018-022 p. R367</u>	<u>450.00</u>	<u>50.00</u>	<u>0.00</u>	
<u>SC-2018-028 p. R374</u>	<u>480.00</u>	<u>53.33</u>	<u>0.00</u>	
<u>SC-2018-029 p. R375</u>	<u>360.00</u>	<u>40.00</u>	<u>0.00</u>	
<u>SC-2018-030 p. R376</u>	<u>96.00</u>	<u>10.67</u>	<u>0.00</u>	
<u>SC-2018-034 p. R382</u>	<u>312.00</u>	<u>34.67</u>	<u>0.00</u>	
<u>SC-2018-036 p. R385</u>	<u>600.00</u>	<u>66.67</u>	<u>0.00</u>	
<u>SC-2018-037 p. R386</u>	<u>216.00</u>	<u>16.62</u>	<u>0.00</u>	

				<u>shown on your final account?</u>

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<u>Hedges and Sons</u> <u>SC-2018-020</u> <u>p. R364</u>	<u>192.00</u>	<u>0.00</u>	<u>0.00</u>	<u>We do not accept this invoice. We do not believe that this invoice is genuine - the company doesn't exist according to Companies House, there's no website or proof that the work was carried out or required.</u>
<u>Phipps Electrical Solutions</u> <u>SC-2018-024</u> <u>p. R370</u> <u>SC-2018-025</u> <u>p. R371</u>	<u>384.00</u> <u>540.00</u>	<u>42.67</u> <u>0.00</u>	<u>42.67</u> <u>0.00</u>	<u>Happy to pay this once we have seen the report.</u>
<u>Andrew Harris</u>				

<u>SC-2018-026</u> <u>p. R372</u>	<u>35.00</u>	<u>2.69</u>	<u>2.69</u>	<p><u>We do not accept this invoice – We do not believe that this invoice is genuine, and the works carried out are not necessary. What is grounds maintenance? Why do we need it to be carried out so often? On top of all the other maintenance costs of the building? What needs disposing of? The company doesn't exist according to Companies House, there's no website or proof that the work was carried out or required.</u></p> <p><u>In respect of SC-2018-038 Waste clearance twice a month for 1 year, why? what rubbish? As well as additional rubbish removal costs above.</u></p> <p><u>In respect of SC-2018-039 Do you have a contract with Andrew Harris? Can we see it? laying rocksalt - weather Dec 11: 2 degrees, light rain partly sunny. 5th Feb: 2 degrees, overcast. 7th Feb: 1 degree, passing clouds. 26 Feb: 0 degrees, partly cloudy. 1st March: -4 passing clouds. Was rocksalt really necessary?</u></p>
<u>SC-2018-038</u> <u>p. R387</u>	<u>1,420.00</u>	<u>109.23</u>	<u>100.00</u>	
<u>SC-2018-039</u> <u>p. R389</u>	<u>220.00</u>	<u>16.92</u>	<u>0.00</u>	

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<u>Surrey Groundworks</u>				
<u>SC-2018-031</u> <u>p. R377</u>	<u>330.00</u>	<u>25.38</u>	<u>0.00</u>	<p><u>We do not accept this invoice. This company is another company owned by your ex business partner and the works carried out are in preparation for the bungalow development at the back of the property which is nothing to do with Ripon or Ripley residents.</u></p> <p><u>In respect of SC-2018-031 why was this work needed? Mr MacEvoy suggesting work for his company to carry out?</u></p> <p><u>In respect of SC2018-038a Comment in the Scotts schedule doesn't match the invoice description which says 'rear of garden' so the rear of the garden is having works. Also who requested landscaping works? this isn't a job for the lessor to 'just do' - includes skip hire for rubbish</u></p>
<u>SC-2018-038a</u> <u>p. R388</u>	<u>995.00</u>	<u>76.54</u>	<u>0.00</u>	

<u>BM Arboriculture</u> <u>SC-2018-040</u> <u>p. R390</u>	<u>2,030.00</u>	<u>153.87</u>	<u>0.00</u>	<u>We do not accept this invoice. Why was this work needed?</u>

				<p><u>We'd like proof from the company that the work was carried out. We do not believe that this company exists.</u></p> <p><u>Work at the rear of the property - why are we paying for this?</u></p>
<p><u>Bowden Property Investment</u> <u>SC-2018-044</u> <u>p. R452</u></p>	<p><u>2,925.00</u></p>	<p><u>225.00</u></p>	<p><u>100.00</u></p>	<p><u>We do not see this as fair and reasonable. The management of the building is poor which can</u></p>

				<u>be reflected in the witness statements.</u>
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<u>J Interiors</u>				
<u>SC-2019-001 – p. R457</u>	<u>11,298.00</u>	<u>1,129.80</u>	<u>0.00</u>	<p><u>We do not accept this invoice. This company dissolved in 2017 and doesn't exist.</u></p> <p><u>In respect of SC-2019-017 Doesn't apply to flat 5. Who instructed this work? Mr MacEvoy from MPM surveyors or Mr MacEvoy at Surrey Groundwork?</u></p> <p><u>In respect of SC-2019-021 More roofing works?</u></p> <p><u>In respect of SC-2019-28 and SC-2019-29 (Redhill Scaffolding see below) Who carried this out? where's the invoice, whats the description?</u></p> <p><u>In respect of SC-2019-026 and 027 What does this mean? who carried out the work and where?</u></p> <p><u>In respect of SC-2019-024</u></p>
<u>SC-2019-016 – p. R476</u>	<u>150.00</u>	<u>16.67</u>	<u>16.67</u>	
<u>SC-2019-017 – p. R477</u>	<u>320.00</u>	<u>35.56</u>	<u>0.00</u>	
<u>SC-2019-021 – p. R481</u>	<u>1450.00</u>	<u>161.11</u>	<u>0.00</u>	
<u>SC-2019-024 – p. R486</u>	<u>390.00</u>	<u>43.33</u>	<u>0.00</u>	
<u>SC-2019-026 – p. R489</u>	<u>950.00</u>	<u>105.60</u>	<u>0.00</u>	
<u>SC-2019-027 – p. R491</u>	<u>504.00</u>	<u>56.00</u>	<u>0.00</u>	
<u>SC-2019-028 – p. 493</u>	<u>180.00</u>	<u>20.00</u>	<u>0.00</u>	
<u>SC-2019-030 – p. R495</u>	<u>690.00</u>	<u>76.67</u>	<u>0.00</u>	
<u>SC-2019-035 – p. R506</u>	<u>417.60</u>	<u>0.00</u>	<u>0.00</u>	
<u>SC-2019-036 – p. R507</u>	<u>288.00</u>	<u>0.00</u>	<u>0.00</u>	

				<p><u>as above in 2015, what does this involve when compared to the job below and vice versa?</u></p>
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<p><u>MPM Building Excellence</u></p> <p><u>SC-2019-001*</u> <u>p. R457</u> <u>Respondents' note:</u> <u>Mis-labelled by the Applicants. This is an insurance certificate.</u></p> <p><u>SC-2019-031 a</u> <u>p. R497</u></p> <p><u>SC-2019-031 b</u></p>	<p><u>1,620.00</u></p> <p><u>984.00</u></p> <p><u>1,020.00</u></p>	<p><u>162.00</u></p> <p><u>61.45</u></p> <p><u>63.70</u></p>	<p><u>0.00</u></p> <p><u>0.00</u></p> <p><u>0.00</u></p>	<p><u>We do not accept these invoices because they are from your ex-business partner, the works are expensive and exaggerated to benefit MPM. Can we see all reports and requests from lessees and photos taken?</u></p>

<u>p. R498</u>				
<u>SC-2019-031 c</u>	<u>660.00</u>	<u>41.22</u>	<u>0.00</u>	
<u>p. R499</u>				
<u>SC-2019-031 d</u>	<u>480.00</u>	<u>29.97</u>	<u>0.00</u>	
<u>p. R500</u>				
<u>SC-2019-031 e</u>	<u>420.00</u>	<u>26.23</u>	<u>0.00</u>	
<u>p. R501</u>				
<u>SC-2019-031f</u>	<u>1,026.00</u>	<u>64.08</u>	<u>0.00</u>	
<u>p. R502</u>				
<u>SC-2019-034</u>	<u>168.00</u>	<u>0.00</u>	<u>0.00</u>	
<u>p. R505</u>				
				<p><u>In respect of SC-2019-031a</u> <u>Which competitive tenders? Who decides this? Mr MacEvoy or the management company?</u></p> <p><u>In respect of SC-2019-031b</u> <u>In total for both Ripon & Ripley, these 6 jobs amount to £4590.00. £2580 apportioned to Ripon House but from my calculations £2,124 is the correct amount for Ripon House.</u></p> <p><u>In respect of SC-2019-031c</u> <u>Works on flat 8</u></p> <p><u>In respect of SC-2019-031d</u> <u>Works on flat 9</u></p>

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<p><u>Northway Electrical Services</u></p> <p><u>SC-2019-005 /1</u> <u>p. R464</u></p> <p><u>SC-2019-005 / 2</u> <u>p. R465</u></p> <p><u>SC-2019-006</u> <u>p. R466</u></p> <p><u>SC-2019-007</u> <u>p. R467</u></p> <p><u>SC-2019-009</u> <u>p. R469</u></p>	<p><u>333.60</u></p> <p><u>333.60</u></p> <p><u>550.00</u></p> <p><u>360.00</u></p> <p><u>345.60</u></p>	<p><u>37.06</u></p> <p><u>37.06</u></p> <p><u>61.11</u></p> <p><u>40.00</u></p> <p><u>38.40</u></p>	<p><u>0.00</u></p> <p><u>0.00</u></p> <p><u>0.00</u></p> <p><u>0.00</u></p> <p><u>0.00</u></p>	<p><u>We do not accept this invoice/s. The fire alarm seems to be failing every year and needs constant maintenance from this company, why? The wording in this invoice is almost word for word with the wording used in invoices from J Interiors invoices in 2018. We do not believe that these invoices are genuine. No website, so we can't check what the company specialise in – can you provide proof of the work? Inspection report? Service report?</u></p> <p><u>In respect of SC-2019-06 What repairs? invoice doesn't specify what this is</u></p>

				<p><u>In respect of SC-2019-007, 008 & 009</u> <u>Which invoice does this work refer to? cannot find an invoice to match this amount. which company carried out the work? what lighting and where did this work take place?</u></p> <p><u>In respect of SC-2019-005</u> <u>No invoice for this work?</u></p>
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<u>Patrick Bishop</u> <u>SC-2019-008</u> <u>p. R468</u>	<u>90.00</u>	<u>10.00</u>	<u>0.00</u>	<u>We do not accept this invoice. This company is carrying out the same work as the above company – replacing lights? Why don't you use one company for these things? there is no company name on the invoice, no details at all. The company can't be found online. Who is this company? We don't believe that it is a genuine company.</u>
<u>Surrey Groundworks</u> <u>SC-2019-010</u>				

<u>p. R470</u>	<u>290.00</u>	<u>22.31</u>	<u>0.00</u>	<p><u>We do not accept this invoice. The Surveyor owns this company, so is recommending work to the landlord for his company to carry out? How is this reasonable and fair?</u></p> <p><u>The wording used in these invoices and those for AWR Roofing are more or less the same, why is this when they are different companies?</u></p> <p><u>London Rubbish was invoiced for by your surveyor who is also charging here for more rubbish removal – we do not see this as genuine, as the invoices for rubbish removal aren't true. This company is another company owned by your ex-business partner and the works carried out are in preparation for the bungalow development at the back of the property which is nothing to do with Ripon or Ripley residents.</u></p> <p><u>In respect of SC-2019-010 Barry MacEvoy again directing himself to do the work?</u></p> <p><u>In respect of SC-2019-038 Waste removal, we do not believe waste was there to be removed, like it was suggested there was for London Rubbish to remove in previous years before.</u></p> <p><u>In respect of SC-2019-043 & 044</u></p>
<u>SC-2019-019</u> <u>p. R479</u>	<u>865.00</u>	<u>0.00</u>	<u>0.00</u>	
<u>SC-2019-032</u> <u>p. R503</u>	<u>468.60</u>	<u>0.00</u>	<u>0.00</u>	
<u>SC-2019-038</u> <u>p. R511</u>	<u>120.00</u>	<u>13.33</u>	<u>0.00</u>	
<u>SC-2019-039</u> <u>p. R512</u>	<u>360.00</u>	<u>25.71</u>	<u>0.00</u>	
<u>SC-2019-043</u> <u>pp. R516 & R517</u>	<u>1,941.96</u>	<u>138.71</u>	<u>0.00</u>	
<u>SC-2019-044</u> <u>pp. 518 & R519</u>	<u>3,273.60</u>		<u>0.00</u>	

				<p><u>What is this work? No information is provided.</u></p> <p><u>In respect of SC-2019-039 Mr MacEvoy instructing himself to do work again</u></p>
<p><u>Drain View Ltd</u></p> <p><u>SC-2019-011</u> <u>p. R471</u></p> <p><u>SC-2019-012</u> <u>p. R472</u></p> <p><u>SC-2019-013</u> <u>p. R473</u></p> <p><u>SC-2019-014</u> <u>p. R474</u></p> <p><u>SC-2019-015</u> <u>p. R475</u></p>	<p><u>120.00</u></p> <p><u>120.00</u></p> <p><u>650.00</u></p> <p><u>384.00</u></p> <p><u>120.00</u></p>	<p><u>9.20</u></p> <p><u>9.20</u></p> <p><u>49.83</u></p> <p><u>29.44</u></p> <p><u>9.20</u></p>	<p><u>0.00</u></p> <p><u>0.00</u></p> <p><u>0.00</u></p> <p><u>0.00</u></p> <p><u>0.00</u></p>	<p><u>We do not accept this invoice. No invoice numbers are on invoice. Why are we using companies that aren't VAT registered? Invoice description is very similar wording to that used in invoices from J Interiors and NorthWay Electrical services? Why is this? We do not believe that the work is genuine. This company has no website. Can we see the CCTV?</u></p> <p><u>In respect of SC-2019-013 and 014</u> <u>Who carried out this work and where?</u></p>

<p><u>Redhill Scaffolding</u></p> <p><u>SC-2019-018</u> <u>p. R478</u></p> <p><u>SC-2019-022</u> <u>p. 483</u></p> <p><u>SC-2019-029</u> <u>p. R494</u></p>	<p><u>2,250.00</u></p> <p><u>804.00</u></p> <p><u>600.00</u></p>	<p><u>0.00</u></p> <p><u>89.33</u></p> <p><u>66.67</u></p>	<p><u>0.00</u></p> <p><u>0.00</u></p> <p><u>0.00</u></p>	<p><u>We do not accept this invoice. This company belongs to you. We don't believe this work was carried out or needed. You are working with your ex business partner who instructs the work. He uses his company, Surrey Groundworks to deliver the work and you use your company to provide the scaffolding and we are billed for</u></p>

				<p><u>unnecessary work from companies that you and your business partner own, how is that fair and reasonable?</u></p> <p><u>In respect SC-2019-018 This is your company carrying out the work, did you compare prices with other scaffold companies?</u></p> <p><u>In respect of SC-2019-29 and SC-2019-28 (J Interiors see above) Who carried this out? where's the invoice, whats the description?</u></p> <p><u>In respect of SC-2019-022 2 lots of scaffolding were provided by the same company on the same day? see above. What work was this needed for?</u></p>
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<u>J Batts Scaffolding</u> <u><i>SC-2019-020</i></u> <u>p. R480</u> <u><i>SC-2019-025</i></u> <u>p. R488</u>	<u>1,400.00</u> <u>750.00</u>	<u>155.56</u> <u>83.33</u>	<u>0.00</u> <u>0.00</u>	<u>We do not accept this invoice – why was this scaffolding needed? And why was major costs spent</u>

				<u>on scaffolding works (this and above) needed within 2 months of each other? The company doesn't exist according to Companies House, there's no website or proof that the work was carried out or required.</u>
<u>AWR Roofing</u> <u>SC-2019-023</u> <u>pp. R484 & R485</u>	<u>2,250.00</u>	<u>250.00</u>	<u>0.00</u>	<u>We do not accept this invoice – more work on the roof valley? We have paid a few times for this in previous years, why does it keep needing repairs? The company doesn't exist according to Companies House, there's no website or proof that the work was carried out or required.</u>
<u>Andrew Harris</u> <u>SC-2019-033</u> <u>p. R504</u> <u>SC-2019-040</u> <u>p. R513</u> <u>SC-2019-041</u> <u>p. R514</u> <u>SC-2019-042</u> <u>p. R515</u> <u>SC-2019-045 B</u> <u>p. R521</u>	<u>80.00</u> <u>1,460.00</u> <u>352.00</u> <u>130.00</u> <u>420.00</u>	<u>0.00</u> <u>104.29</u> <u>25.14</u> <u>9.29</u> <u>46.66</u>	<u>0.00</u> <u>95.00</u> <u>0.00</u> <u>0.00</u> <u>0.00</u>	<u>We do not accept this invoice.</u> <u>SC-2019-033 is for work on Ripley House.</u> <u>Invoice SC-2019-045 says clean carpet, have you seen the carpet? It needs repairing, see photos in bundle. The company doesn't exist according to Companies House, there's no website or proof that the work was carried out or required.</u> <u>In respect of SC-2019-040</u>

				<p><u>Waste removal - What grounds maintenance? and what is being carted away?</u></p> <p><u>In respect of SC-2019-041 Weather 3rd - 24th January 2013: high: 12 degrees low: 0 weather 3rd Feb:4-7 degrees weather 26th March: 3-5 degrees - is it really necessary to lay rocksalt? And why only lay rocksalt on those days, why wasn't it laid on the other predicted snow days?</u></p> <p><u>In respect of SC-2019-042 waste clearance - Andrew Harris was removing waste in Invoice sc-2019-040 twice a month in January - why was he back for more waste removal? what is all this waste?</u></p>
<p><u>Bromley Financial Services</u> <u>SC-2019-037</u> <u>pp. R509 & R510</u></p>	<p><u>314.86</u></p>	<p><u>24.22</u></p>	<p><u>0.00</u></p>	<p><u>What is this for? What containers? For more rubbish? Is this genuine for Ripon/Ripley house or for your development at the back?</u> <u>How do we know?</u></p> <p><u>Why did we hire bins from Bromley council? what for?</u></p>

<u>Baytree</u> <u>SC-2019-045A</u> <u>p. R520</u>	<u>1,782.00</u>	<u>169.23</u>	<u>0.00</u>	<u>We do not accept this invoice. Have you seen the communal area?</u> <u>Why are we spending this amount of money to keep the communal area clean when it's falling apart, wouldn't it be better to invest in some new carpet? Paint?</u> <u>Instead of paying a company that doesn't exist? Who is this company? No details can be found about what they do.</u>
<u>Bowden Property Services</u> <u>SC-2019-048</u> <u>p. R558</u>	<u>3,100.00</u>	<u>238.46</u>	<u>125.00</u>	<u>We do not accept this invoice. The management company are sending fake invoices to leaseholders.</u>
<u>2020</u>				
<u>Baytree</u>				

<u>SC-2020-006</u> <u>p. R596</u>	<u>952.00</u>	<u>105.78</u>	<u>0.00</u>	<u>We do not accept this invoice.</u> <u>We believe the company is not genuine. Contact details on all the invoices for this company have the contact details faint and difficult to read.</u> <u>Can't get through to the company with the telephone number, no information online to say what the company specialise in.</u>
<u>SC-2020-007</u> <u>p. R597</u>	<u>560.00</u>	<u>0.00</u>	<u>0.00</u>	
<u>SC-2020-019</u> <u>p. R616</u>	<u>1,176.00</u>	<u>90.46</u>	<u>90.46</u>	
<u>J Interiors</u>				
<u>SC-2020-008 A</u> <u>pp. R598 & R599</u>	<u>696.00</u>	<u>53.54</u>	<u>0.00</u>	<u>We do not accept this invoice. This company doesn't exist.</u> <u>Why are you invoicing us from a company that doesn't exist?</u> <u>In respect of SC-2020-008a and 008B</u> <u>More works on drainage</u> <u>In respect of SC-2020-014</u> <u>Roof works</u> <u>In respect of SC-2020-028</u>
<u>SC-2020-008 B</u> <u>pp. R600 & R601</u>	<u>352.00</u>	<u>27.08</u>	<u>0.00</u>	
<u>SC-2020-012</u> <u>pp. R607 & R608</u>	<u>720.00</u>	<u>0.00</u>	<u>0.00</u>	
<u>SC-2020-014</u> <u>pp. R610 & R611</u>	<u>728.00</u>	<u>80.89</u>	<u>0.00</u>	

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<u>Northway Electrical Services</u>				
<u>SC-2020-009 A</u> <u>p. R602</u>	<u>420.00</u>	<u>46.66</u>	<u>0.00</u>	<p><u>We do not believe that these invoices are genuine or reasonable. When we call the company we are told unable to help. Causes suspicion. Can you provide an inspection report as mentioned in the invoice?</u></p> <p><u>In respect of SC-2020-009 A and 009 B</u> <u>See above – 2015</u></p> <p><u>In respect of SC-2020-023 is this work genuine? no date on invoice, how do you know when the work was completed? How can you keep accurate records without this info?</u></p>
<u>SC-2020-009 B</u> <u>p. R603</u>	<u>420.00</u>	<u>46.66</u>	<u>0.00</u>	
<u>SC-2020-023</u> <u>p. R622</u>	<u>222.00</u>	<u>24.67</u>	<u>0.00</u>	

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<u>MPM</u>				
<u>SC-2020-010</u> <u>pp. R604 & R605</u>	<u>480.00</u>	<u>36.92</u>	<u>0.00</u>	<u>Can we see report from Cardinus Risk Management?</u> <u>Can we see the timesheets?</u> <u>Can we see the emailed report?</u>
<u>SC-2020-011</u> <u>p. R606</u>	<u>866.00</u>	<u>96.22</u>	<u>0.00</u>	<u>Includes a site visit to J Interiors, a company that doesn't exist? Can you explain this?</u> <u>Charging us for Mr MacEvoy to visit Drainview? Why? Can we see the report?</u>
<u>SC-2020-013</u> <u>p. R609</u>	<u>180.00</u>	<u>0.00</u>	<u>0.00</u>	
<u>SC-2020-015</u> <u>p. R612</u>	<u>264.00</u>	<u>29.33</u>	<u>0.00</u>	
<u>SC-2020-017</u> <u>p. R614</u>	<u>220.00</u>	<u>16.92</u>	<u>0.00</u>	
<u>SC-2020-022</u> <u>p. R621</u>	<u>384.00</u>	<u>42.67</u>	<u>0.00</u>	<u>In respect of SC-2020-10 Why was a re-inspection needed? could management not have done this?</u> <u>In respect of SC-2020-11 Not for our flat</u> <u>In respect of SC-2020-15 Why is a report needed and overseeing of the work, J Interiors has done extensive work on the property by now surely they are a trusted company that do not need supervising</u> <u>In respect of SC-2020-17 why is a supervisory site visit necessary from Mr MacEvoy? it's a trusted company as you wrote in your scotts schedule</u> <u>In respect of SC-2020-22 Flat 5 belongs to us and a surveyor was not necessary for this work</u>

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<u>Drainview Ltd</u> <u>SC-2020-016</u> <u>p. R613</u>	<u>2,180.00</u>	<u>167.69</u>	<u>0.00</u>	<p><u>We do not accept this invoice. It is not reasonable. Can we see the CCTV footage?</u></p> <p><u>In respect of SC-2020-016 Drainage works</u></p>

<u>LMD Developments</u> <u>SC-2020-018</u> <u>p. R615</u>	<u>1,150.00</u>	<u>127.78</u>	<u>0.00</u>	<p><u>We do not accept this invoice, it's another company owned by your surveyor/friend/ ex business partner we do not believe that this work was carried out.</u></p> <p><u>In respect of SC-2020-018 What gate and frame is this? why was this work needed? it's your company carrying out the work?</u></p>

<p><u>London Rubbish</u></p> <p><u>SC-2020-021 a</u> <u>p. R619</u></p> <p><u>SC-2020-021 b</u> <u>p. R620</u></p>	<p><u>198.00</u></p> <p><u>105.00</u></p>	<p><u>15.23</u></p> <p><u>8.08</u></p>	<p><u>0.00</u></p> <p><u>0.00</u></p>	<p><u>This is not a genuine invoice.</u> <u>Why have you edited the invoice to claim is it for Ripon House when the invoice shows the works and photos of another property?</u></p>

<u>Assured Preservations</u> <u>SC-2020-024</u> <u>p. R623</u>	<u>330.00</u>	<u>36.67</u>	<u>0.00</u>	<u>Do not accept this invoice, as this is not a genuine invoice provided by Assured Preservation</u> <u>In respect of SC-2020-024 Ripley</u>
<u>M&S Reversionary</u> <u>SC-2020-025</u> <u>p. R624</u>	<u>3,966.00</u>	<u>305.08</u>	<u>130.00</u>	<u>We do not accept this because the property is not being managed well and we are being invoiced for companies that do not exist and being invoiced from companies that aren't genuine.</u>

<p><u>Andrew Harris</u></p> <p><u>SC-2020-026</u> <u>p. R625</u></p> <p><u>SC-2020-027</u> <u>p. R626</u></p> <p><u>SC-2020-028</u> <u>p. R627</u></p> <p><u>SC-2020-032</u> <u>p. R632</u></p>	<p><u>1,920.00</u></p> <p><u>255.00</u></p> <p><u>260.00</u></p> <p><u>247.50</u></p>	<p><u>137.14</u></p> <p><u>18.21</u></p> <p><u>18.57</u></p> <p><u>17.68</u></p>	<p><u>100.00</u></p> <p><u>0.00</u></p> <p><u>0.00</u></p> <p><u>0.00</u></p>	<p><u>We do not accept this invoice. More rubbish removal, how do we know this is true when you have edited previous invoices for rubbish removal? Why does Ripon/Ripley house produce so much rubbish? This company are also being paid to remove rubbish?</u></p> <p><u>In respect of SC-2020-026 What arisings were carted away? Why so much rubbish?</u></p> <p><u>In respect of SC-2020-027 Weather: 19 Jan: 3 degrees 6 Feb: 11 degrees 26 Feb: 6 degrees 3 March: 6 degrees</u></p>

				<p><u>In respect of SC-2020-028</u> <u>Invoice states different to what's on final demand, why is this? and who instructed this work? why was it needed?</u></p> <p><u>In respect of SC-2020-032</u> <u>Why was this work needed?</u></p>
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<u>Surrey Groundworks</u> <u>SC-2020-029</u> <u>p. R628</u>	180.00	12.86	0.00	

<u>SC-2020-030</u> <u>p. R629</u>	<u>960.00</u>	<u>68.57</u>	<u>0.00</u>	<u>We do not accept these invoices because they are instructed by your surveyor who owns this company. This is not fair or reasonable.</u>
<u>SC-2020-031</u> <u>pp. R630 & R631</u>	<u>1,650.00</u>	<u>117.86</u>	<u>0.00</u>	
<u>SC-2020-033</u> <u>p. R633</u>	<u>440.00</u>	<u>31.43</u>	<u>0.00</u>	<u>In respect of SC-2020-029 Why was the fence being replaced? is this to do with your development?</u>
				<u>In respect of SC-2020-030 More work to the back of the property</u>
				<u>In respect of SC-2020-031 more work to the back of the property</u>
				<u>In respect of SC-2020-033 Who instructed this work?</u>

<u>2021</u>				

Many of the comments made by the Tenants in 2021 relate to arguments advanced above that have followed.

Accordingly, the Landlords have only picked out issues where they believe further responses are required.

In examining several hundred invoices, only a handful – all from London Rubbish – have found a clear explanation for these invoices and, if the Landlords cannot at present explain the charges, it is equitable that they should contribute towards the costs.

<p><u>Baytree</u> <u>12 invoices all with no invoice number</u> <u>pp. R680 – R691</u></p>	<p><u>108.00</u> <u>108.00</u> <u>108.00</u> <u>108.00</u> <u>108.00</u> <u>108.00</u> <u>108.00</u> <u>108.00</u> <u>108.00</u> <u>108.00</u> <u>108.00</u> <u>108.00</u> <u>108.00</u></p>	<p><u>7.56</u> <u>7.56</u> <u>7.56</u> <u>7.56</u> <u>7.56</u> <u>7.56</u> <u>7.56</u> <u>7.56</u> <u>7.56</u> <u>7.56</u> <u>7.56</u> <u>7.56</u> <u>7.56</u></p>	<p><u>7.56</u> <u>7.56</u> <u>7.56</u> <u>7.56</u> <u>7.56</u> <u>7.56</u> <u>7.56</u> <u>7.56</u> <u>7.56</u> <u>7.56</u> <u>7.56</u> <u>7.56</u> <u>7.56</u></p>	<p><u>We do not accept these invoices. Why haven't these invoices got numbers on. The communal stairway needs repairing not cleaning. We do not believe that this work has been carried out.</u></p>
<p><u>J Interiors</u> <u>10 invoices with no invoice number</u> <u>pp. R692 & R693</u> <u>pp. R694 & R695</u> <u>p. R700</u> <u>Major Works final, see SC-2019-001 above</u> <u>pp. R712 & R713</u> <u>pp. R715 & R716</u> <u>p. R728</u></p>	<p><u>370.00</u> <u>370.00</u> <u>13,134.00</u> <u>1,185.00</u> <u>135.00</u></p>	<p><u>28.45</u> <u>38.45</u> <u>183.60</u> <u>91.15</u> <u>0.00</u></p>	<p><u>0.00</u> <u>0.00</u> <u>0.00</u> <u>0.00</u> <u>0.00</u></p>	<p><u>We do not accept invoices from this company as they do not exist.</u> <u>In respect of R693 & R694 Drainage</u> <u>In respect of R712 More repairs and renewals to the roof.</u> <u>In respect of SC-2020-028</u></p>

<p><u>pp. R734 & R735</u> <u>p. R736</u> <u>p. R738</u> <u>pp. R741 & R742</u></p>	<p><u>254.40</u> <u>1,270.00</u> <u>216.00</u> <u>216.00</u> <u>168.00</u></p>	<p><u>28.27</u> <u>141.11</u> <u>0.00</u> <u>0.00</u> <u>18.67</u></p>	<p><u>0.00</u> <u>0.00</u> <u>0.00</u> <u>0.00</u> <u>0.00</u></p>	<p><u>Works on flat 9 - water ingress again.</u></p> <p><u>In respect of SC-2020-738</u></p> <p><u>This was for leak under the sink, this is our flat and we have 24/7 drainage cover on our flat and had the management company made us aware we could have this resolved on the same day. We'd expect someone to knock at the door explaining there may be a leak from our flat and for us to fix it. We are happy to send photos of our flat too as it is described in the invoice quite rudely as 'in state of poor repair'.</u></p> <p><u>In respect of R741</u> <u>Work on flat 8 and water again.</u></p>
<p><u>Northway Electrical services</u> <u>6 invoices with no invoice number</u></p> <p><u>p. R696</u> <u>p. R697</u> <u>p. R708</u> <u>p. R721</u> <u>p. R731</u> <u>p. R732</u></p>	<p><u>420.00</u> <u>420.00</u> <u>924.00</u> <u>300.00</u> <u>147.86</u> <u>396.60</u></p>	<p><u>46.67</u> <u>46.66</u> <u>102.67</u> <u>33.33</u> <u>16.43</u> <u>44.07</u></p>	<p><u>0.00</u> <u>0.00</u> <u>0.00</u> <u>0.00</u> <u>0.00</u> <u>0.00</u></p>	<p><u>We do not accept these invoices. We do not believe that the work was carried out.</u> <u>Why are we charged for 3 visits because of access problems?</u> <u>Can we see the test reports?</u></p> <p><u>In respect of R696 and R697</u> <u>A lot of electrical work this year</u></p>

				<p><u>In respect of R708</u> <u>More electrical work</u></p> <p><u>In respect of R721</u> <u>Changing smoke detectors</u> <u>again and emergency</u> <u>lights</u></p> <p><u>In respect of R731</u> <u>New emergency lights</u> <u>being fitted again.</u></p> <p><u>In respect of R732</u> <u>a fault with lighting even</u> <u>though it is tested every 6</u> <u>months unnecessarily</u> <u>according to the site</u> <u>mentioned in 2015 for</u> <u>JOB 10.</u></p>
<p><u>MPM Building</u> <u>Excellence</u> <u>8 invoices with no</u> <u>invoice number</u></p> <p><u>pp. R698 & R699</u> <u>p. R701</u> <u>Major Works final,</u> <u>see above</u></p> <p><u>p. R705</u> <u>p. R714</u> <u>p. R717</u> <u>p. R729</u> <u>p. R730</u> <u>p. R737</u></p>	<p><u>480.00</u> <u>1,620.00</u></p> <p><u>196.80</u> <u>384.00</u> <u>570.00</u> <u>375.00</u> <u>150.00</u> <u>150.00</u></p>	<p><u>36.92</u> <u>162.00</u></p> <p><u>21.87</u> <u>29.54</u> <u>0.00</u> <u>41.67</u> <u>11.54</u> <u>0.00</u></p>	<p><u>0.00</u> <u>0.00</u></p> <p><u>0.00</u> <u>0.00</u> <u>0.00</u> <u>0.00</u> <u>0.00</u> <u>0.00</u></p>	<p><u>We do not accept these</u> <u>invoices. We do not believe</u> <u>that this work was carried</u> <u>out.</u></p> <p><u>In respect of R698</u> <u>Amount seems excessive.</u></p> <p><u>In respect of R705</u> <u>Flat 2 seem to report lots</u> <u>of work that lessees have</u> <u>to pay for.</u></p> <p><u>In respect of R714</u> <u>Mr MacEvoy overseeing</u> <u>roofing works from a</u> <u>genuine company trusted</u> <u>by management who have</u> <u>been doing works on the</u> <u>roof for the last 10 years.</u></p> <p><u>In respect of R729</u> <u>Works on flat 9 - water</u> <u>ingress again.</u></p> <p><u>In respect of R730</u></p>

				<u>Invoice states Ripley House</u>
<u>M&S Reversionary</u> <u>No invoice number</u> <u>p. R702</u> <u>Management charge</u> <u>on S20 Major Works,</u> <u>see above</u>	<u>560.00</u>	<u>56.00</u>	<u>0.00</u>	<u>We do not accept this invoice. Managing work that hasn't taken place or was needed.</u>
<u>Andrew Harris</u> <u>RIP60 – p. R703</u> <u>RIP61 – p.R747</u> <u>RIP62 – p.R750</u> <u>RIP63 – p. R744</u> <u>RIP64 – p. R743</u>	<u>1,050.00</u> <u>760.00</u> <u>50.00</u> <u>245.00</u> <u>1,720.00</u>	<u>75.00</u> <u>54.28</u> <u>3.58</u> <u>17.50</u> <u>122.86</u>	<u>0.00</u> <u>0.00</u> <u>0.00</u> <u>0.00</u> <u>100.00</u>	<u>RIP60 is for 3 bins, Why have you paid so much? I have found the same bins with free delivery for almost half the price – www.yellowshield.co.uk</u> <u>Why are you not working for the best interests of your lessees?</u> <u>In respect of RIP60</u> <u>These bins can be found cheaper on line - in the same spec.</u> <u>In respect of RIP64</u> <u>What arisings were carted away? Why so much rubbish?</u> <u>In respect of RIP63</u> <u>Weather 28th Dec: 3 degrees. 7th Jan: 3 degrees. 22nd Jan: 7 degrees. 8th Feb: -1 degrees. 6th April: 6 degrees. It wasn't necessary for rocksalt on all these dates.</u> <u>In respect of R750</u> <u>Invoice specifies 'rear of site'</u> <u>In respect of R747</u>

				<u>Invoice refers to 'fitting of fence posts' - this is to separate your development from Ripon House, this benefits you.</u>
<u>Drainview</u> <u>6 invoices with no invoice number</u> <u>p. R704</u> <u>p. R710</u> <u>p. R718</u> <u>p. R719</u> <u>p. R720</u> <u>p. R723</u>	<u>450.00</u> <u>780.00</u> <u>140.00</u> <u>140.00</u> <u>140.00</u> <u>220.00</u>	<u>34.61</u> <u>60.00</u> <u>10.76</u> <u>10.76</u> <u>10.76</u> <u>16.92</u>	<u>0.00</u> <u>0.00</u> <u>0.00</u> <u>0.00</u> <u>0.00</u> <u>0.00</u>	<u>We do not accept these invoices. No invoice numbers from you or the company. How can you keep your accounts up to date without this?</u> <u>In respect of R704 Drainage works</u> <u>In respect of R710 Drainage works</u>

				<p><u>In respect of R718,R719 & R720</u> <u>Drainage work again</u></p> <p><u>In respect of R723</u> <u>Drainage</u></p>
<p><u>Central communications</u> <u>2 invoices, No invoice number</u></p> <p><u>p. R707</u> <u>p. R709</u></p>	<p><u>300.00</u> <u>175.00</u></p>	<p><u>33.33</u> <u>19.44</u></p>	<p><u>0.00</u> <u>0.00</u></p>	<p><u>We do not accept these invoices. We do not believe the work was carried out. Telephone number called and answered by lady saying we had wrong number? Why is this?</u></p> <p><u>In respect of R707</u> <u>We've just had our phone entry system reinstalled that we paid for ourselves - this is a cost to our flat that we were happy to pay. No call out charge for a surveyor to do a report or investigate and no companies in your list of companies to carry out the work - can you explain more about this job?</u></p> <p><u>In respect of R709</u> <u>See above R707 comments.</u></p>
<p><u>J Batts Scaffolding</u> <u>No invoice number</u> <u>p. R711</u></p>	<p><u>1,050.00</u></p>	<p><u>80.77</u></p>	<p><u>0.00</u></p>	<p><u>We do not accept this invoice. Company cannot be contacted. We do not</u></p>

				<p><u>believe that the work was carried out.</u></p> <p><u>In respect of R711 Drainage works</u></p>
<p><u>AWR Roofing</u> <u>No invoice number</u> <u>p. R722</u></p>	<u>235.00</u>	<u>18.08</u>	<u>0.00</u>	<p><u>We do not accept this invoice. We do not think the company is genuine. Do you have proof of the works carried out?</u></p> <p><u>Invoice states Ripley House</u></p>
<p><u>London Rubbish</u> <u>4 invoices, No invoice numbers</u> <u>p. R724</u> <u>p. R725</u> <u>p. R726</u> <u>p. R727</u></p>	<p><u>230.00</u> <u>190.00</u> <u>119.00</u> <u>221.00</u></p>	<p><u>17.69</u> <u>14.61</u> <u>9.15</u> <u>17.00</u></p>	<p><u>0.00</u> <u>0.00</u> <u>0.00</u> <u>0.00</u></p>	<p><u>We do not accept any of these invoices as you have changed the amounts and the addresses to Ripon house when this isn't true. Why did you do this? These have been cleared from the account as they are part of fake invoices sent from Mr Clacy.</u></p>

<p><u>The Safety Partnership</u> <u>No invoice number pp. R739 & R740</u></p>	<p><u>2,300.00</u></p>	<p><u>176.92</u></p>	<p><u>0.00</u></p>	<p><u>Can we see the logs for this?</u></p> <p><u>In respect of R739 Covid is an air born virus and this isnt needed at all - huge amount to pay, why were lessees not consulted.</u></p>
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<p><u>Surrey Groundworks</u> <u>3 invoices, No invoice numbers.</u> <u>p. R745</u> <u>p. R748</u> <u>p. R749</u></p>	<p><u>1,920.00</u> <u>880.00</u> <u>744.00</u></p>	<p><u>137.14</u> <u>62.86</u> <u>53.14</u></p>	<p><u>0.00</u> <u>0.00</u> <u>0.00</u></p>	<p><u>We do not accept these invoices as they are from your ex business partner and friend who is charging for work that his other companies are carrying out. How is this fair or reasonable?</u></p> <p><u>In respect of R745</u> <u>Why was tree Surgery needed? and did Mr MacEvoy instruct his company to carry out this work?</u></p> <p><u>In respect of R748</u> <u>Invoice refers to work on the 'boundary'</u></p> <p><u>In respect of R749</u> <u>Invoice refers to 'boundary'</u></p>

<u>LMD developments</u> <u>No invoice number</u> <u>p. R746</u>	<u>1,460.00</u>	<u>104.29</u>	<u>0.00</u>	<u>The management of the property is poor. We are being invoiced fraudulently.</u>
<u>Patrick Bishop</u> <u>No invoice number</u> <u>p. R706</u>	<u>162.50</u>	<u>18.06</u>	<u>0.00</u>	<u>We do not accept this invoice. The invoice has no details about the company at all and nor can we find any. Who is Patrick Bishop? The invoice is the same font as J Interiors with similar wording, why is this? These invoices again don't seem real?</u> <u>In respect of 706 Replacing light switches again that were replaced not that long ago.</u>
<u>TOTALS</u>				

***1) Chargeable under lease?**

***2) Reasonable in amount/ standard?**

***3) Correctly demanded?**