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**LEASEHOLD VALUATION TRIBUNAL for the
EASTERN RENT ASSESSMENT PANEL
Landlord and Tenant Act 1985 – Section 27A
CAM/22UB/LSC/2010/0021**

Property : 46 Calvert Drive, Basildon SS13 1TB

Applicant : Ms Sharon Napthen Lessee
Represented by : Mrs Napthen In Person
Supported by her husband Mr Napthen

**Respondent : Bowers Park Residents Association
Limited Lessor**

Represented by : None

Date of Application: 18 February 2010
Date of Hearing : 27 May 2010
Date of Decision : 29 May 2010

Tribunal : Mr John Hewitt Chairman
Mr Raymond Humphrys FRICS
Mr David Cox JP

Decision

1. The decision of the Tribunal is that:
 - 1.1 The arrears of service charges payable by the Applicant to the Respondent as at 1 October 2009 is the sum of £657.05 as shown In Part A of Appendix 1 attached to this Decision;
 - 1.2 The amount of administration charges payable by the Applicant to the Respondent as at 1 October 2009 is nil as shown in Part B of Appendix 1;

- 1.3 None of the Unexplained Debits listed in Part C of Appendix 1 are payable by the Applicant to the Respondent;
- 1.4 An order shall be made and is hereby made that none of the costs incurred by the Respondent in connection with these proceedings shall be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the Applicant;
- 1.5 The Tribunal requires that the Respondent shall by 4pm Friday 25 June 2010 reimburse the Applicant with the sum of £250 being fees paid by the Applicant to the Tribunal in connection with these proceedings; and
- 1.6 The Respondent shall by 4pm Friday 25 June 2010 pay to the Applicant the sum £50 being costs incurred by the Applicant in connection with these proceedings.

Background

2. The papers provided to us and the evidence given by the Applicant at the hearing enables us to record the relevant background as set out below.
3. The Respondent (the Manager) is the registered proprietor of a head lease of a development in Basildon. The title number is EX463729. The title comprises:

1-12 and 14-22	Charleston Avenue	(21 flats)
5-12, 14-29 and 39-50	Calvert Drive	(36 flats)
4. In or about 2003 the lease of 46 Calvert Drive (a two-bedroom ground floor flat) was assigned to the Applicant (Mrs Napthen).
5. In or about November or December 2009 Dickinson Dees, Solicitors of Newcastle upon Tyne evidently instructed by or on behalf of the Manager commenced proceedings (Claim No. 9BQ03682) against Mrs Napthen claiming some £2450.12 being arrears of service charges and administration charges allegedly due by Mrs Napthen to the Manager.

The proceedings appear to have been issued in Basildon County Court and later transferred to Southend County Court.

6. Mrs Napthen told us that the court papers were never served upon her but she learned of the proceedings from her mortgagee and got in touch with the court. Possibly due to a misunderstanding and/or to Mrs Napthen being away in the United States a default judgment was entered in favour of the Manager.
7. Mrs Napthen made an application to set aside the judgment.
8. On 18 February 2010 Mrs Napthen made an application to the Tribunal pursuant to s27A of the Act seeking a determination of the amount of service charges and administration charges payable by her to the Manager.
9. Mr Napthen told us that she paid into the court the amount of the claim and that on or about 31 March 2010 the court made an order setting aside the default judgment and staying the proceedings pending the determination by the Tribunal as to the sums due and payable by Mrs Napthen to the Manager.
10. Evidently the Manager has instructed Countrywide as its managing agents. Mrs Napthen told us that she rarely received correspondence from Countrywide because they insisted on sending mail to her at 46 Calvert Drive rather than to her at her home as she had requested.
11. Countrywide informed the Tribunal that it was instructed by the Manager to appear on its behalf at the hearing but not otherwise to take any part in the proceedings.
12. Directions were duly issued but the Manager has not complied with any of them. In particular it has not served a statement of case or provided any documents to support any of the sums included in the court

proceedings issued by the Manager. A letter expressing surprise at the failure of the Manager to comply with directions was sent to the manager with copies being sent to Countrywide and to the secretary of and to the two directors of the Manager.

13. On 26 May 2010 a representative of Countrywide (Hannah) made a call to the Tribunal office to enquire whether the hearing set for 27 May 2010 was to proceed. She was informed that it was and this was confirmed in a fax sent by the office to Countrywide.
14. The hearing was scheduled to commence at 10:30. Mr & Mrs Napthen arrived promptly. By 10:35 no representative of Countrywide or the Manager had arrived. The Tribunal decided to commence the hearing and determine the application in the absence of the Manager.
15. In the absence of any documents supplied by the Manager Mrs Napthen, as directed, had prepared a hearing file for use. It comprised material documents. As to alleged arrears and accounts the documents available were those primarily provided by Dickinson Dees to Mrs Napthen under cover of a letter dated 9 October 2009 and/or filed in the court proceedings. These included:
 - Corporate accounts for the Manager years 2005/6 and 2006/7
 - Budgets for 2007/8 and 2008/9
 - Two spreadsheets showing Mrs Napthen's account for the period 2 August 2004 to 9 November 2009. The two spreadsheets are different in design and layout but the entries on them are identical save that only one bears an entry for 9 November 2009 "*Countrywide Admin Fee £88.13*". The balance allegedly due including the entry on 9 November 2009 is recorded as £2,450.12. We wish to note at this point that both spreadsheets are confusing in style and layout. They include numerous debit entries many of which then appear to be cancelled by a good number of credit entries by way of contra. Mrs Napthen told us that she is not familiar with accounts and could not really make head nor tale of them. We have great sympathy for her. They are most user-unfriendly.

We can readily appreciate that a lay person would struggle with accounts presented in this way. Given that many lessees of residential premises will not be experienced with accounts we believe strongly that it is essential that managing agents, especially a firm as large as Countrywide, should desist from making numerous and unjustified debit entries and then simply contra them later by credit entries. Much greater care must and should be taken to ensure that only correct and appropriate entries are made on the account. Further the accounts should be designed to present information in a clear and readily understandable format. Finally we are also highly critical of Countrywide's habit of entitling its spreadsheets "*Debtor History*" and to regard the lessee as a "*Debtor*". This nomenclature is demeaning and disrespectful and will, of course, be incorrect where the account is in fact in credit.

16. Fortunately members of the Tribunal are familiar with accounting documents in general and some members have prior experience of accounting documents prepared by Countrywide. We were thus able to make some sense of them and we did our best with the materials before us. It would, of course, have been preferable if Countrywide and/or the Manager had attended the hearing to take us through the accounts and deal with any questions that may have arisen. Some would say that Manager has a clear duty to its members and its lessees to present its service charge accounts and related accounts in a proper and sensible fashion and to be readily available to justify and explain them as and when reasonably required. We found the corporate accounts for the years 2005/6 and 2006/7 sent by Dickinson Dees to Mrs Napthen under cover of the letter dated 9 October 2009 to be less than helpful. The impression we formed was that the format of them was similar to that required for the filing of accounts at the Companies Registration Office. We also formed the impression that they included expenditure across the Manager's registered estate of some 57 flats. There was no information in the accounts that we could discern which showed the expenditure incurred by the Manager on that

part of its estate to which Mrs Napthen is obliged to contribute under the terms of her lease.

The Lease

17. The lease is dated 26 October 1988 and was made between:
- (1) Commission for the New Towns as the Lessor;
 - (2) Bowers Park Residents Association Limited as the Manager;
 - (3) The Regan Group Limited as the Contractor; and
 - (4) Robert Rosenthal and Gary Vincent Potts as the Lessee
18. The lease granted a term of 125 years from 1 April 1986 at a ground rent of £35 per year and on other terms and conditions therein set out.
19. (At this point it is helpful to record that subsequently on 24 February 1992 the Commission for the New Towns granted to the Manager the head lease referred to in paragraph 3 above for a term of 125 years from 1 April 1986 (less one day) so that as from the date of grant of the head lease the Manager became the immediate landlord of the Lessee.)
20. The lease of 46 Calvert Drive contains the following material provisions:

The Service Charge Regime

- 20.1 By clause 3(1)(a) a covenant by the Lessee to pay to the Manager within 14 days of demand a sum equal to cost incurred by the Manager in effecting insurance on the demised premises;
- 20.2 By clause 3(1)(b) a covenant by the Lessee to pay to the Manager a contribution to the expenses and outgoings specified in clause 3(2)(g) – the Service Charge;
- 20.3 By clause 3(1)(c) a covenant by the Lessee to pay to the Manager on demand half-yearly instalments on 1 April and 1 October in each year on account of the Service Charge liability, as the Manager or its accountants or managing agents certify to be a fair and reasonable interim payment;

- 20.4 For a financial year from 1 April until the following 31 March;
- 20.5 By clause 3(2)(b) an obligation on the Manager to ensure that the amount of the Service Charge is ascertained and certified by a Certificate signed by the Manager's auditors or accountants or managing agents, acting as experts, as soon after the end of the financial as may be practicable.
- 20.6 By clause 3(2)(d) an obligation on the Manager to provide a copy of the Certificate to the Lessee on written request and without charge;
- 20.7 By clause 3(2)(e) an obligation on the Manager to ensure that the Certificate contains a summary of the expenses and outgoings incurred in the year in question together with a summary of the relevant figures forming the basis of the Service Charge;
- 20.8 By clause 3(2)(f) an obligation on the Manager as soon as practicable after the signature of the Certificate to send to the Lessee an account of the Service Charge payable by the Lessee for the year in question, due credit being given for all interim payments made by the Lessee;
- 20.9 By clause 3(2)(f) a covenant by the Lessee to pay to the Manager within 21 days the balance due of any Service Charge, or if the interim payments exceed the amount of the Service Charge an obligation on the Manager to repay to the Lessee within 21 days the amount of any overpayment;
- 20.10 Clause 3(2)(g) sets out definition of *"the expenses and outgoings incurred by the Manager"* but it is not necessary for us to list them here;
- 20.11 Clause 3(2)(h) provides that: *"The part of the expenses and outgoings incurred by the Manager specified in this clause shall be the whole thereof divided by twenty-one"*

Variable Administration Charges

- 20.12 By clause 3(1)(g) a covenant by the Lessee to pay to the Manager on demand all costs and expenses it may incur in

connection with the recovery of any arrears of payments due to it from the Lessee; and

20.13 By clause 3(1)(h) a covenant by the Lessee to pay to the Manager interest on monies due to it from the Lessee and not paid within 21 days of such becoming due, at a rate of 4% above the base rate from time to time of Midland Bank Plc, or if no such base rate shall be declared at such rate as the Manager shall certify to be appropriate. The interest is payable from the date when the sum(s) became due down to the date of payment.

General

20.14 By clause 7 a covenant by the Lessor to observe and perform the covenants contained in the Sixth Schedule;

20.15 By clause 8 a covenant by the Manager to observe and perform the covenants contained in the Seventh Schedule.

Evidence

21. The evidence before us comprised the oral evidence given to us by Mrs Napthen and the documents provided to her by Dickinson Dees.

The Law

22. The relevant law we have taken into account in arriving at our decision is set out in the Schedule to this Decision.

Findings and Reasons

23. For the purpose of the exercise before us we are prepared to assume to that the demands for interim sums on account of the Service Charge were properly certified and sent out under cover of compliant demands. In Part A of Appendix 1 we have listed as debit items the on account demands for interim payments. We would, of course, have preferred to have seen copies of compliant certificates and demands.

24. The lease obliges the Manager to procure a Certificate of the Service Charge *“as soon after the end of the financial year as may be*

practicable” obliges the Manager to ensure the Certificate contains the prescribed information and obliges the Manager “as soon as practicable after the signature of the Certificate to send to the Lessee an account of the Service Charge”.

25. The Manager has not provided to us copies of the Certificates and Service Charge accounts for the years 2005/6, 2006/7, 2007/8, 2008/9 and 2009/10. The corporate accounts for 2005/6 and 2006/7 provided by Dickinson Dees to Mrs Napthen are plainly not Certificates and are plainly not the account of the Service Charge as provided for in clause 3(2)(f) of the lease. The evidence of Mrs Napthen, which we accept, was that no such Certificates or accounts of the Service Charge have been sent to her. Mrs Napthen submitted that the Manager was thus in breach of its obligations under the lease and is now precluded from serving the necessary certificates and accounts and that the interim sums debited on the account should be credited back to her.
26. The lease requires the Certificates and the accounts of the Service Charge to be provided ‘as soon as may be practicable’. What period of time this will encompass will vary from development to development depending on a range of factors and the degree of complexity of the development and the accounting process. We take into account that the services provided at the subject development are of a quite basic kind. It is not a sophisticated development. The corporate accounts that we have seen suggest a relatively straightforward accounting process.
27. We note that section 11.16 of the RICS *Service Charge Residential Management Code* 1st edition and paragraph 10.16 of the 2nd edition draw attention to the obligation to provide a summary of relevant costs when a formal notice is served pursuant to s21 of the Act and that it must be provided within 6 months of year-end. We also note that the new s21(2), when brought into force, will require year-end accounts to be provided within 6 months of the end of the accounting period. This and good industry practice leads us to conclude that a period of 6

months from year-end is a broad and helpful starting point, but a longer period may still be practicable if there is evidence to support and explain the reason for delay. In the present case there is no such evidence before us.

We bear in mind that sums paid to a landlord on account of service charges are deemed to be held in trust (s42 Landlord and Tenant Act 1987) and that the Manager as a trustee, owes a duty to the Lessee as a beneficiary of the trust to account for trust funds held by it. In our judgment such a trustee is under an obligation to be prompt to account for the funds under its control; and where they have been expended to show that they have been properly expended. Where a trustee cannot show this it is incumbent on the trustee to repay the funds entrusted to him by the beneficiary.

28. Further, the subject lease obliges the Manager to repay to the Lessee any surplus funds where the interim payments exceed the amount of Service Charge due. We find that such repayment obligation should be effected as soon as can be and that there is an added duty on the Manager to ensure that Certificates and accounts of Service Charge are produced promptly.
29. We consider that if a period of greater than 6 months is required to prepare year-end accounts the onus is on the Manager to satisfy us as to the reason for the longer period and that at all times purposeful progress was being made. The Manager has not provided any such evidence or explanations to us.
30. We thus find that the Manager is in breach of its obligations under the lease. In respect of the years 2005/6 to 2008/9 inclusive the Manager has failed to procure the relevant Certificates and accounts of the Service Charge as soon as may be practicable. The year end for 2005/6 was 31 March 2006 and here some four years later the Certificate and account of the Service Charge have not been made available. We have decided that where year-end Certificates and

accounts of the Service Charge have not been provided by 30 September after each year-end the interim sums demanded for the year should be credited back to the Lessee as if the balancing charge for that year were a sum equal to the amount of the interim payments. We have therefore made four Balancing Charge credits on the account at Part A of Appendix 1.

31. As regards the year 2009/10 we reject Mrs Napthen's submission that the whole of the interim payments should be credited back at this stage. We consider that the Manager has until about 30 September 2010 to procure that the Certificate and account of the Service Charge are sent to Mrs Napthen.
32. The spreadsheets provided to Mrs Napthen contained a number of unexplained debit entries. They are listed in Part C of Appendix 1. Some of them appear to be subject to contra credit entries. In the absence of any explanation for these entries we conclude that none of them are payable by Mrs Napthen to the Manager.
33. Accordingly the amount of service charges payable by Mrs Napthen to the Manager is the sum of £657.05 as set out in Part A of Appendix 1.

Administration Charges.

34. The spreadsheets of Mrs Napthen's account showed a number of debit entries which appear to be administration charges. We have listed them in Part B of Appendix 1. Some of the charges appear to be subject to contra credit entries.
35. We find that clauses 3(1)(g) and (h) of the lease impose an obligation on the Lessee to pay a variable administration charge in appropriate circumstances and in principle a liability will arise if the charge is the subject of a proper and compliant demand. Even then the charge is only payable to the extent that the amount of the charge is reasonable.

36. Mrs Napthen told us, and we accept, that she has not received any demands for any of the charges listed in Part B of Appendix 1.
37. The Manager has not sought to urge us to conclude that compliant demands have been made for each of the charges listed and the Manager has sought not to submit to us that the amount of each charge is reasonable.
38. The evidence before us is that no demands have been received by Mrs Napthen.
There is no evidence before us that any of the charges has been the subject of a compliant demand and there is no evidence before us that the amount of each charge is reasonable.
39. In these circumstances we find that none of the charges listed in Part B of Appendix 1 are payable by Mrs Napthen to the Manager because we are not satisfied that compliant demands for the charges listed have been made and we are not satisfied that amount of each charge is a reasonable amount.

The section 20C Application – limitation of landlord’s costs of the proceedings

40. An application has been made under s20C of the Act with regard to the Manager’s costs incurred or to be incurred in connection with these proceedings and an order is sought that those costs ought not be regarded as relevant costs in determining the amount of any service charge payable by Mrs Napthen.
41. The Manager has not sought to oppose the application.
42. The lease structure appears to suggest that costs in connection with collection of arrears of sums payable are administration costs payable by the alleged defaulting lessee rather than service charges payable by all lessees within the regime.

43. The Manager has played virtually no part in these proceedings and ought not to have incurred any costs in relation to them.
44. For the avoidance of doubt we have made an order pursuant to s20C of the Act because it would be unjust and inequitable for the manager to regard any costs associated with these proceedings as relevant costs to be put through the service charge. We find that the conduct of the Manager and its managing agents in failing to send appropriate demands and notices to Mrs Napthen and the failure to deal properly with her legitimate enquires is nothing short of appalling.

Reimbursement of Fees

45. An application has been made for the reimbursement of fees of £250 paid by Mrs Napthen in connection with these proceedings.
46. The Manager has not sought to oppose the application.
47. Mrs Napthen told us that in the light of the court proceedings she was obliged to issue the application and to incur the fees. She had no real choice. At no time has the Manager sought to resolve matters with her or to explain its position with regard to the numerous sums claimed or to provide appropriate documents in support of its claim.
48. The Tribunal determines that it is just and equitable that the Manager reimburses to Mrs Napthen the sum of £250 and we have therefore made a requirement that it does so.

Costs

49. Mrs Napthen made an application for costs pursuant to paragraph 10 of Schedule 12 to the Commonhold and Leasehold Reform Act 2002.
50. Mrs Napthen submitted that the Manager was directed by the Tribunal to prepare the hearing file. It failed, omitted and neglected to do so. In consequence the Tribunal directed her to prepare 5 sets of the hearing

file and she was put to cost and expense in doing so. Such cost and expense included the supply of paper, printing/copying, postage and the time incurred in doing so. Mrs Napthen took us through the details.

51. We accept Mrs Napthen's submissions. We find that the Manager acted unreasonably in failing to comply with the material direction and that such conduct directly put Mrs Napthen to cost and expense. We have therefore made an order that the Manager pay to Mrs Napthen the sum of £50 in respect of costs because it is just and equitable to do so.

The Schedule

The Relevant Law

Landlord and Tenant Act 1985

Section 18(1) of the Act provides that, for the purposes of relevant parts of the Act 'service charges' 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.

Section 19(1) of the Act provides that 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 are of a reasonable standard;

and the amount payable shall be limited accordingly.

Section 19(2) of the Act provides that where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable

is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction of subsequent charges or otherwise.

Section 20C(1) of the Act provides that a tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a leasehold valuation tribunal are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.

Section 20C(3) of the Act provides that the tribunal may make such order on the application as it considers just and equitable in the circumstances.

Section 27A of the Act provides that an application may be made to a leasehold valuation 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.

Section 27A(3) of the Act provides that an application may be made to a leasehold valuation tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance, or management of any specified description, a service charge would be payable for the costs and, if it would, as to

- (a) the person by whom it would be payable,
- (b) the person to whom it would be payable,
- (c) the amount which would be payable.
- (d) the date at or by which it would be payable, and
- (e) the manner in which it would be payable.

Landlord and Tenant Act 1987

Section 47 provides that every demand for rent, service charges or administration charges must contain the following information:

- (a) the name and address of the landlord, and
- (b) if that address is not in England and Wales, an address in England and Wales at which notices (including notices in proceedings) may be served on the landlord by the tenant.

Where a demand does not contain the required information the sum demanded shall be treated for all purposes as not being due from the tenant to the landlord, until such time as the required information is furnished by the landlord by notice to the tenant.

Commonhold and Leasehold Reform Act 2002

Schedule 11

Paragraph 1 sets out a definition of a 'variable administration charge'.

Paragraph 2 provides that a variable administration charge is payable only to the extent that the amount of the charge is reasonable.

Paragraph 5 provides that any party to a lease of a dwelling may apply to a Leasehold Valuation Tribunal for a determination whether an administration 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.

No application 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.

A tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

Schedule 12

Paragraph 10 provides that a Leasehold Valuation Tribunal may determine that a party to proceedings shall pay the costs incurred by another party in circumstances where he has made an application which dismissed by virtue of paragraph 7 or he has, in the opinion of the Tribunal acted frivolously, vexatiously, abusively, disruptively or otherwise unreasonably in connection with the proceedings. The amount which a party may be ordered to pay is currently limited to £500.

Leasehold Valuation Tribunals (Fees) (England) Regulations 2003

Regulation 9(1) provides that subject to paragraph (2) a Tribunal may require any party to the proceedings to reimburse any other party to the proceedings for the whole or any part of any fees paid by him in respect of the proceedings.



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John Hewitt

Chairman

29 May 2010

Part A Service Charge Cash Account					Part B Administration Charges Debited				
Date	Item	Debit	Credit	Balance	Date	Item	Sum Debited	Sum Allowed	
01.04.05	1st On account payment 2005/6	£ 219.00		£ 219.00	09.02.05	Land Registry search fee	£ 29.38	£ -	
01.10.05	2nd On account payment 2005/6	£ 219.00		£ 438.00	09.09.05	Arrears collection costs	£ 272.75	£ -	
12.10.05	External Redecorations	£ 481.73		£ 919.73	30.09.05	Printing, postage etc	£ 23.50	£ -	
01.04.06	1st On account payment 2006/7	£ 219.00		£ 1,138.73	30.01.06	Arrears collection costs	£ 23.50	£ -	
08.09.06	Receipt		£ 156.58	£ 982.15	01.04.06	Arrears collection costs	£ 29.38	£ -	
08.09.06	Adjustment		£ 62.42	£ 919.73	11.07.06	Arrears collection costs	£ 29.38	£ -	
08.09.06	Receipt		£ 160.58	£ 759.15	28.07.06	Arrears collection costs	£ 7.25	£ -	
30.09.06	Balancing Charge 2005/6		£ 438.00	£ 321.15	28.07.06	Interest on overdue service charges	£ 78.67	£ -	
					09.11.09	Countrywide Admin fee	£ 88.13	£ -	
01.10.06	2nd On account payment 2006/7	£ 219.00		£ 540.15					
01.04.07	1st On account payment 2007/8	£ 219.00		£ 759.15		Balance Payable		£ -	
30.09.07	Balancing Charge 2006/7		£ 438.00	£ 321.15					
01.10.07	2nd On account payment 2007/8	£ 219.00		£ 540.15					
01.04.08	1st On account payment 2008/9	£ 219.00		£ 759.15					
28.07.08	Credit		£ 0.30	£ 758.85					
30.09.08	Balancing Charge 2007/8		£ 438.00	£ 320.85					
01.10.08	2nd On account payment 2008/9	£ 277.60		£ 598.45					
01.04.09	1st On account payment 2009/10	£ 277.60		£ 876.05					
30.09.09	Balancing Charge 2008/9		£ 496.60	£ 379.45					
01.10.09	2nd On account payment 2009/10	£ 277.60		£ 657.05					
01.10.09	Balance Payable			657.05		Balance Payable		£ -	

Part C Unexplained Debits

02.08.04	Opening arrears	£ 100.00	£ -
02.08.04	Opening arrears	£ 147.16	£ -
02.08.04	Opening arrears	£ 147.16	£ -
22.09.04	S/c adjustment	£ 71.84	£ -
01.10.05	S/c adjustment	£ 62.42	£ -
17.04.08	Service charge - Deficit/Credit	£ 54.44	£ -
24.06.08	S/c on account adjustment	£ 58.90	£ -

