

9165



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

Case Reference : **CAM/26UH/LSC/2013/0054**

Property : **15 Lonsdale Court, Lonsdale Road,
Stevenage, Herts, SG1 5EL**

Applicant : **Stevenage Borough Council**

Respondent : **Caryle Charles**

Date of Application : **20th March 2013**

Type of Application : **Section 27A Landlord and Tenant Act
1985 (“the 1985 Act”) for a
determination of the reasonableness
of service charges**

Tribunal : **Judge J. Oxlade
D. Brown FRICS MCI Arb
P. A. Tunley**

**Date and venue of
Hearing** : **9th July 2013
Holiday Inn Stevenage,
St. Georges Way, Herts**

DECISION

For the following reasons, the Tribunal¹ finds as reasonable and payable, the sums set out in the column headed “sums found to be reasonable and payable by Tribunal” in respect of the disputed

¹ The Decision recorded in this document was made by the First-tier Tribunal (Property Chamber) rather than the leasehold valuation tribunal, to whom the application had been made, because by virtue of The Transfer of Tribunals Function Order (2013 No1036) (‘the Transfer Order’) the functions of leasehold valuation tribunals were, on 1st July 2013, transferred to the First-tier Tribunal (Property Chamber). In this decision the expression ‘the Tribunal’ means the First-tier Tribunal (Property Chamber).

service charges listed in Appendix A (attached hereto) relating to the service charge years 2009/10, 2010/11, and 2011/12.

REASONS FOR DECISION

Background

1. The Respondent is the lessee of the property, and the Applicant is the lessor.
2. The Applicant bears maintenance cleaning and caretaking responsibilities under the lease; the Respondent's corresponding obligation is to pay a proportionate part of the costs incurred.
3. The Applicant made demands of the Respondent for service charges which had been incurred in the service charge years 2009-10, 2010-11, and 2011-12, some of which the Respondent had disputed. Whilst not disputing the Applicant's right to demand service charges in the proportion sought, his essential point was that some of the work was badly done, and some not done at all. Further, there appeared to be works done without thought or planning, so that some were unnecessary and some had to be re-done.
4. There had been protracted correspondence between the parties, which had not resolved matters, and had given rise to further problems. In November 2012 the Respondent issued an application pursuant to section 27A of the 1985 Act for the Tribunal to determine reasonableness and payability of service charges, but this was struck out in January 2013, for want of payment of the hearing fee.
5. The Applicant then issued an application, pursuant to section 27A of the 1985 for a determination of liability for the service charge years 2009-10, 2010-11, and 2011-12. Attached to the application form was a list of items which had previously been disputed by the Respondent ("the Respondent's list").

Directions

6. The Tribunal issued Directions on 18th April 2013, treating the Respondent's list as framing the issues for the Tribunal to determine, and further directing that the Tribunal would not consider any other issue. It is important to make clear the ambit of the Tribunal's function in these proceedings, because at the hearing the Respondent wished to raise other issues, which the Tribunal declined to hear in light of the Directions Order.
7. The Applicant complied with the Direction made to file a copy of a surveyor's report (Mr. D. Carr from David Carr Consulting Engineers Limited), together with recommendations and photographs taken. Further, the Applicant filed

witness statements from Michael Olawepo, Home Ownership Services Manager and Anne Hensley, Leasehold Services Officer for the Applicant.

8. The Respondent did not comply with paragraph 3 of the Directions, which was to provide a statement in reply to the application to finalise a list of agreed/disputed items, dealing with the disputed items and providing a statement of facts relied on to support his case.

9. Accordingly, when the matter came to a hearing the Tribunal treated as outstanding the issues as they appeared in the Respondent's list.

Hearing and Inspection

Inspection

10. Prior to the hearing the Tribunal inspected some parts of the building in which the flat was situated, in the presence of Mr. Olawepo and Mr. Charles. As it was the Applicant who had brought the case, Mr. Olawepo was asked to conduct the inspection. In due course, Mr. Charles asked that the Tribunal take a look at a few other points.

11. The building is a three-storey block built in the 1960's, of brick construction, with a flat roof. The communal areas are quite basic and spartan, commensurate with the period in which they were constructed. There is car parking and garaging to the rear; there is access from the back of the building to local shops.

12. The focus of the inspection was to see the items in dispute, although the Tribunal could not access the roof, and so were unable to see the repairs said to have taken place. The Tribunal noted that the common parts were generally clean and reasonably-well tended.

13. The Tribunal's was asked to note the quality of workmanship of brickwork in four places (in-fill in balcony, adjacent to garages and parking space, and on the walkway to the shop), to which Mr. Charles applied a spirit-level. The Tribunal noted that:

- the brickwork was not level with the other brickwork on the balcony, and there were excessive mortar gaps,
- the replacement brickwork adjacent to the garage was to a reasonable standard, but there was a large historic crack which the newly laid brickwork had not remedied,
- the brickwork adjacent to the parking space was not straight and not level in three planes,
- the levels on the walkway to the shops were also "out",
- the renewed brickwork to one side of the "bridge" giving entry to the premises, was to a good standard at a difficult site.

14. The Tribunal was asked to look at the quality of woodwork in the basement area, and damp/spoiling of paintwork, which was noted, though there was no dispute that there was damp penetrating and effervescence staining and so the work would have to be done when a new solution was found to the damp problem.

15. The Tribunal was asked to look at the quality of workmanship of repairs made to (a) the internal steps (b) external path and pavement (c) door frame to the car park (d) loft hatch surrounds. The Tribunal noted the materials used and the general appearance of all of the works, and in respect of (a) the in-fill was not level, and was of smeared appearance, in respect of (b) the repairs were unsightly and not well executed, in respect of (c) the frame was split, held with 4 screws, and (d) the surround was painted wood, one edge of which was made of two abutting pieces of wood.

16. The Tribunal was asked to and did note the type of electrical cabling used to feed the external lights to the car park, and the accessibility to someone intent of getting to it, as demonstrated by Mr. Charles.

17. The Tribunal was asked to and did note the appearance of the four screws holding the hinge of the main door, which did not imply recent removal.

18. The Tribunal was asked to and did note the flaking of the paint on the underside of the stairs, which appeared to be applied to bonding.

Hearing

19. At the commencement of the hearing, the Tribunal set out its jurisdiction under section 27A of the Act, and with particular reference to sections 18 and 19 of the Act, which are set out in Appendix B.

20. Further, the Tribunal emphasised the limited nature of the dispute for determination, namely those items in the spreadsheet attached to the application ("the Respondent's list"). Any other issues would have to be determined if and when either party issued an application before the Tribunal.

21. The Respondent wanted to know whether the findings made (particularly any deduction made from the service charge account) would also be applied to all lessees, as he considered that he was arguing the case for them also – though no other lessee had applied to be a party to the proceedings, and none had attended the hearing. The parties were advised that as they were the parties to the proceedings, the decision would apply only to them. However, the Tribunal would generally expect any reduction in charges to be applied across the board; in the event that this was not then applied across the board, then any lessee bringing another application to dispute the reasonableness would generally expect to recover costs of bringing the application against a landlord refusing to apply the findings to all; that is, unless there were good reasons shown for not applying the decision to all.

22. The Tribunal proceeded to hear evidence from both Mr. Olawepo and his colleague Ms. Hensley, and the Respondent. The Tribunal did so by taking each item in dispute and hearing the parties on each point, before then turning to the next issue.

23. The Tribunal has a record of the evidence given and the points made. It is largely unnecessary to repeat the evidence given in these reasons, as the essential reasons given for disputing each charge are set out in the spreadsheet attached to the application. However, where relevant to the findings, the evidence will be summarised below.

24. Prior to or during the course of the hearing Mr. Olawepo conceded on behalf of the Applicant that the following costs charged to the service charge account, were irrecoverable:

- £50 in respect of works to the door entry system on 17th February 2010 (order reference 613938/1), item 8 on the attached Schedule at Appendix A ("Appendix A"),
- £59 in respect of the costs of bandstands to facilitate bricklaying on 26th May 2010 (order reference 622735/3), item 13 Appendix A,
- £88.25 in respect of re-fixing communal door frame to flat 7, (722344/1), item 36 Appendix A,
- unknown sum for lights (Order reference 662772/1), item 23 Appendix A.

25. During the course of the hearing Mr. Charles conceded that the standard of work and costs of work in respect of item 22 were reasonable and payable.

26. Where parties have agreed that costs are reasonable or payable or where a party concedes that the costs are irrecoverable, the Tribunal ceases to have jurisdiction to determine the dispute. Accordingly, the Tribunal now turns to the items in dispute.

Findings

27. Before turning to the individual items in dispute it is apposite to record the following evidence given by Mr. Olawepo in answer to questions by the Tribunal, which set out the general arrangements for the reporting of faults, the commissioning of works, the quality control of them, and record keeping of costs and faults. This is because our findings in respect of some of the items directly refer back to the weaknesses in the system as it currently operates.

28. Mr. Olawepo's evidence was that, generally speaking, the Applicant undertook reactive maintenance dependent on the reporting of faults by a resident, a caretaker, or a housing manager. There was no clear evidence as to how often an inspection of the building was undertaken to plan long-term maintenance or improvement, but Mr. Olawepo thought that this took place bi-annually. The system was that once a fault was reported, an employee from building maintenance would go to try to rectify the fault or send out an

independent contractor who may well specify what works were needed. Works would be done, a bill would be received and paid, and there would be a 10% check of bills against estimates, and a check of the work where the costs were over a certain sum. If the work was not satisfactory there was a system called "recall", which meant that though the original work is charged to the service charge account the costs of re-doing the work are not then charged to the service charge account.

29. On the Applicant's "Northgate" computer package there would be recorded the original specification of works, costs, and some notes; these were not complete and when supplied to the lessee (on request), they would record the original works order or fault reported, and not necessarily what was actually done or what was actually wrong. Where sums were to be credited against the lessee's service charge account, these would not be shown on the bills.

30. The Applicant had, though aware of the issues raised by the Respondent, not provided copies of invoices, or work sheets, to substantiate costs.

31. The Tribunal finds that the Applicant's methodology as described above is directly responsible for the dispute in question. It seems that almost anyone can report a fault, which for accuracy depends on the skill or knowledge of the individual doing so; any error there compounds accuracy in how things are recorded for the future. How the work is then managed depends on an unclear system. It appears that if outside contractors are engaged, they provide the specification, invoice for their work, and that only in a limited number of cases is the work then actually checked. A reactive management system is generally not a satisfactory way of managing a building, but if operated, must be rigorously checked, lest the quality and specification of the works done does not match the costs charged. In this case, the checking of only 10% of the work has resulted in sub-standard work (i.e. much of the bricklaying). It does not appear that sub-standard work results in the invoice being unpaid, or the funds recovered from the contractor. Rather, the invoice is paid, and then there is a recall for works to be rectified (i.e. painting to the basement area). The effect of that is that contractors can get away with doing shoddy work, and only in a limited number of cases (10%) will this ever be picked up. This leaves the lessees to be those complaining, as Mr. Charles has done in this case, and questioning how effective the management has been on any issue. Where a reactive management system is the methodology, there needs to be an overall plan for the building, otherwise work is done and re-done, repeatedly, without thought or care, at unusually high cost to the lessees (i.e. loft hatch work, and basement painting). The over use of the Northgate system, in which what is recorded is far from perfect, results in lessees being given half the information (i.e. the bricklaying of the entrance to the flats), the Applicant's officers being unable to correctly answer questions, so increasing frustration and confusion. It is not therefore surprising that a lessee will ask for further information and clarification.

32. As stressed at the hearing our function is not the police the lease and tell the Applicant how to manage its functions. However, the above observations impact on very many of the costs in issue in this case, and so by setting these points out

above, it saves repeating the points throughout these reasons. We now turn to the individual issues.

Items 1 and 6, flat Roof £337.28 and £690

33. Mr. Olawepo said that Goldsmiths did the first lot of work as a temporary repair, then Breares did further work. Works had been started and then it was realised that more works were needed though he had not brought the invoices along, or specifications, which would have shown that there was a distinction. Mr Carr reported that the second works covered the original repair. Mr Charles had been on the roof, and there were works to only one location. He was not concerned with the costs of the permanent repair of £690, which was reasonable for the amount of work done, it was the cost of and necessity of the temporary repair of £337.28 which he challenged.

34. The Tribunal finds that the costs of £690 are reasonable and payable, but not £337.28 for the following reasons: the Respondent had put this costs in issue, and the Applicant should have been in a position to show why the first works were necessary, what they consisted of and why a permanent repair was not carried out then. The evidence did not satisfy the Tribunal on either point and so the sum of £337.28 is not reasonable and payable.

*Item 2, 7, and 21 - main door
£111.97 x 3*

35. Mr. Olawepo said that this was a standard call out charge to an electric door. This was set out under a contract, and though he was unsure of how often this was reviewed, and said that he would re-look at this to ensure that the ongoing maintenance contract was value for money. Mr. Charles' chief objection was that when he bought the flat there had been a proposal to replace these doors, which were dated and prone to malfunction, and so ongoing costs like this were not reasonable to pay.

37. The Tribunal finds that the costs of £111.97 for each call out charge are reasonable and payable, for the following reasons: there is an obligation to maintain the existing doors until such time as they are changed; the fact that the Applicant has not done so does not in itself mean that incurring costs is unreasonable. There is nothing to suggest that the number of calls to repair/maintain is excessive and so unreasonable, nor that the costs of the call out charge is in itself unreasonable. However, if this contract were to be allowed to continue indefinitely without any review or investigation of possible alternative provision of maintenance at a lower cost, such charges may, at some future point, be found to be unreasonable.

*Items 3, 4, 15, 16, and 28,
loft hatch, £13.30, £100, £14.46, £50.65. £228.75*

38. The Tribunal heard considerable evidence about the loft hatch located above the landing on the third floor, and inspected it from the landing. It appears to be common ground that children had been accessing the roof through this hatch, which resulted in the loft hatch being removed so that it went missing. The Applicant effected a replacement, which was fixed into place by several hooks, but was not padlocked. The effect of this was that the children removed the loft hatch, and so the work was re-started, on the last occasion being secured with a padlock. The hatch surround was lined with wood and padlocked, though Mr. Charles considered the use of wood pieces as opposed to one length spoilt the visual effect and considered the works expensive.

39. The Tribunal finds that the cost of £228.75 is reasonable and payable, but that £13.30, £100, £14.46, £50.65 is not reasonable and payable for the following reasons. It appears that the sum of £13.30 was for a measure up to take place, although as this appears to be included in £100 it is an example of double-recovery. However, the loft hatch was poorly managed from the outset, which had led to the first four items being unnecessarily incurred. It was clear that the loft hatch was a source of access and temptation for local children, and that it needed to be replaced securely. It was not securely fastened until the works were done in item 28, and so the Tribunal does not find that the first four items were reasonably incurred. The final cost is reasonable for the works done, and the Tribunal finds that they are to a reasonable standard.

Item 5 – repair front path and steps £274.72

40. The Tribunal heard conflicting evidence about which steps were repaired as part of this work. Mr. Olawepo thought that it related to two closest to the step down to the front door, although Mr. Charles disputed this, and the photographs of Mr. Carr rather suggested that those two steps (in view of their colouring) were aged and so had been in place for some time. The Tribunal was satisfied that the cracked path had been repaired. In the absence of an invoice and more accurate evidence, the Tribunal apportions half of the claimed costs as being reasonably incurred for the repaired path, and so finds the sum of £137.36 to be reasonable and payable.

Item 9 – Paint stairway wall £88.20

41. There was a conflict between the parties as to the exact location of these works. Mr. Olawepo said it related to the stairwell close to the entrance by the “bridge”, whereas Mr. Charles thought it related to the area shown in photographs 19 and 20. The Tribunal noted that at the location asserted by the Applicant the paintwork was flaking. As the work was done in 2010, the Tribunal was not satisfied that the quality of the works done or materials were adequate and so consider that the sum is not reasonable and payable.

Items 10 and 20 – fixing nosing £47.10 and £86.40

42. The Applicant's surveyor remarks in his report that the quality of the works done is not good, but that it is satisfactory and safe. The photographs and inspection show that the work done is poorly finished. Further, the Tribunal is not satisfied that the correct materials have been used for a permanent solution. The Tribunal does not consider that the costs were reasonably incurred for the works done and so totally disallows the costs.

Items 12 and 14 – works to balcony £246.76 and £28.12

43. The Respondent made the point to the Applicant that the positioning of the balcony meant that it could be accessed from the ground by person's intent on doing so, and the solution provided was to brick up both sides of the balcony. The gap amounted to 1 ½ bricks. The Respondent considered that the quality of the work was poor, as the gaps in the mortar were large, the finished level was lower than the level of the existing structure, and that instead of rendering (as quoted) the bricks they were painted, which emphasises the poor quality of the finish. The Applicant concedes that the rendered finish was demanded, but not provided, and so the works at item 23 were not charged to the service charge account.

44. The Tribunal agrees that the quality of the finish is not high, but acknowledges that the working conditions are fairly tight. The finish charged for was for a plastered finish, which would have masked the mortar gaps, and tied the work together. The Tribunal considers that the works are of a reasonable standard and at a reasonable cost, but reduces the sum of £246.76 to £ 204.71 on account of the finish not being plastered.

Item 17, Repaint communal stairs/basement - £948.50

45. The walls to the communal stairs and basement had been repainted. It was common ground between the parties that the work had not been effective to resolve underlying damp problems, as it was the wrong solution to the problem. It was accepted that the work would have to be re-done. In accordance with the policy operated by the Applicant, Mr Olawepo undertook to credit this amount against the eventual cost for the proper solution, which was being investigated. However, as indicated above the Tribunal considers that this is not the correct way to deal with this item: allowing a credit for unreasonable works against the cost of a future alternative repair creates uncertainty and confusion for the tenants; charging must be open and transparent. The Tribunal finds that the correct course is to remove the current charge, and then levy the full reasonable cost of the alternative works when they have been completed.

Items 18 and 19, Air Vents £50.65 and re-hanging door £91.35

46. The Applicant's records suggest that a rear door was fitted with an air vent over a section which was cut out. The Respondent did not dispute that a new vent had been fitted, but that as the hole was already there and not freshly cut, the job was simply to re-fix a vent to both sides of the door. In respect of

re-hanging of the main door, the Respondent pointed out on site that the screws holding the bottom hinges in place did not look as though they were new, with which the inspect demonstrated. The Respondent's point is that whilst there may have been the fixing of a hinge, the job has been exaggerated and that the door was not re-hung. The Tribunal is not satisfied that the works done were as extensive as the Applicant suggests, and favours the submission made by Mr. Charles together with observations made of the hinges and vents at the inspection. The Tribunal considers as reasonable and payable, respectively £25 and £25, for the costs of materials, call out time and the short time spent on each job.

Item 22 – brickwork to bridge £1378.21

47. The Respondent conceded, rightly, that the works were of reasonable quality and at reasonable cost; indeed he secured his own quote of £1250. It is worth recording that the initial quote was for both sides of the “bridge” to be done, and the computer records provided to Mr. Charles simply recorded that was the case, so implying that the service charge account was charged for works to both side – but when only one side had been done. The Tribunal is satisfied that only one side was done, and payment in respect of one side demanded. In view of the records provided to Mr. Charles, his query is not surprising.

Item 25 – railing cage £71.15

48. The Applicant has conceded that the works were poorly done, and that the job has been “recalled”. In accordance with the comments made above, the Tribunal finds that if work has been poorly done in the first place, it is not reasonable for a service charge to be demanded, unless and until the works have been completed satisfactorily. In these circumstances the Tribunal finds that the service charge is not reasonable and payable.

Items 26 – renewal of brickwork front elevation of side garage area £301.75

49. From the Tribunal's inspection of this wall, the quality of the brickwork and materials used are satisfactory. However, the work did not cure the underlying defect, which was to remedy the longstanding crack, which is located further back in the wall than the bricklayer had renewed. The work therefore failed to remedy an important area of defect and at some point the wall will need to be partly re-built, rendering these works redundant. In these circumstances, the Tribunal does not consider that the costs incurred are reasonable and payable.

Item 27 – re-glaze front door £144.92

50. The Respondent's point was that the costs of re-glazing the panel were excessive, but no evidence was adduced by him as to what the costs should have been to include a call out charge, supply of materials, and disposal of the old glass. The Tribunal was satisfied that the costs were reasonable for the works done.

Items 29 and 30 – boarding up and painting cupboard £29.50 and £163.48

51. The Applicant boarded up an area in the basement to prevent children congregating, then painted the plywood; further, the Applicant painted the brickwork on the balcony infill. The Respondent considered that the costs were excessive and the quality of the works poor.

52. The Tribunal finds that the costs of the boarding up were reasonable at £29.50 in view of the size of the wood and type of fixing; the poor quality of the paintwork let the work down generally, and the Tribunal finds as reasonable £24.39 (instead of £48.78) .

53. The quality of the paintwork to the balcony infill was reasonable and so Tribunal considers it reasonable to recover and £114.70 in respect of that.

Item 31– change lock on laundry room door £91.99

54. The Respondent's case is that the Applicant's workers lost the keys to this area, which is no longer accessible to the lessees, and so the Applicant should bear the cost. The Applicant denies that this is so. There is no evidence to show that the original costs of placing a lock on the door were charged to the service charge account and the Tribunal considers that some costs applied to the service charge account is reasonable and payable.

Items 32 and 35 – damaged wall from red engineering course £349.15, and repair wall to walkway £233.75

55. The Respondent's point was that the quality of the brickwork was not good in both locations, and so affected visual amenity. The Tribunal finds that the brickwork is not level or straight, and accepts that Mr. Charles finds the brickwork unpalatable – he being an expert bricklayer with high standards. However, the question is not whether it is perfect, but whether it is safe, sound and reasonable cost for the work done, and the Tribunal finds that this is so.

Item 33 – lighting in garage area - £638.01

56. There is no issue but that new lights have been fitted in the area, and that the electrical cables are newly laid. Mr. Charles initial position was that all external cabling had to be armoured, which the Tribunal did not accept. Otherwise, the Respondent did not produce alternative quotes and there was no other proper basis to discount the costs. The cabling is reasonably extensive, and together with labour and the cost of light fittings the Tribunal is satisfied that the costs are reasonable and payable.

Item 34 – repair brickwork to wall beneath railings £45.83

57. The Tribunal inspected the works, which were the replacement of a few bricks, and done to a poor standard. The bricks were not set level, and the mortar joints are poorly finished and being positioned at a front entrance, it contributes to a sense of poor workmanship and detracts from the appearance of

the building. The Tribunal does not consider the cost to be reasonable and payable and assesses the reasonable cost as nil.

Cleaning

58. Mr. Charles raised as an issue the quality of cleaning, referring to the unacceptably low standards that lessees endured particularly when non-residents were using the common areas. The Applicant had conceded that this was so in 2009/10, and so applied a credit to the account of 50% of the costs. The Applicant however disputes that the standards are not sufficiently good now. The Applicant adduced in evidence the work sheets of the cleaners/caretakers/and supervisors.

59. On the day of inspection the Tribunal considered that the building was to a reasonable standard, and whilst it may have been a “good day”, there was no staining or other indication in the building which was suggestive of long term neglect. The Tribunal accepts that this is an older type of building, and in view of the number of units and type of units, a high user of the common parts, it can affect the general look of cleanliness in the building. There was no detailed reliable evidence before the Tribunal which lead us to conclude that the relatively modest costs were not reasonable and recoverable.

60. Accordingly, the Tribunal finds that the cleaning costs for the years in dispute are reasonable and payable.

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Joanne Oxlade
Judge of First Tier Tribunal, Property Chamber

8^h August 2013

Item number	Date of Works	Disputed service charge items	Sums expended by Applicant	Sums found to be reasonable and payable by Tribunal	Page of Applicant's bundle
Service charge year 2009-10					
1	7/4/09	548326/1 Flat roof repair	£337.28	£ 0	Page 112
2	8/4/09	Main door not locking	£111.97	£111.97	- ditto -
3	4/9/09	Loft hatch pulled off	£13.30	£0	- ditto -
4	15/10/09	Loft hatch fixed	£100	£0	- ditto -
5	3/9/09	Repair crack by front entry block 11-22 and steps	£274.72	£137.36	- ditto -
6	22/2/10	Flat roof repair over 21	£690	£690	- ditto -
7	12/2/10	Door entry system	£111.97	£111.97	- ditto -

8	17/2/10	Door entry system	£50	£0	Conceded as irrecoverable by Applicant prior to hearing
9	18/3/10	Paint stairway wall by no.19	£88.20	£0	Page 112
10	29/3/10	Renew nosing communal block 2 nd -3 rd floor 3 rd step	£47.16	£0	Page 113
Service charge year 2010-11					
11					Page 113
12	27/4/10	Brick up both sides of balcony	£246.76	£204.71	- ditto -
13	27/4/10	2 bandstands short boards balcony above main door	£59	£0	Conceded as irrecoverable by Applicant at hearing
14	4/5/10	Paint either side of balcony above main door	£28.12	£28.12	Page 113
15	23/7/10	Replace loft hatch	£14.46	£0	- ditto -

16	21/9/10	Replace loft hatch outside landing top floor	£ 50.65	£0	- ditto -
17	5/8/10	Repaint walls communal stairs basement area	£948.50	£0	- ditto -
18	6/10/10	2 air vents to exit door on communal stairs to car park	£50.65	£25	Page 113
19	15/12/10	Re-hang main door to flats	£91.35	£25	- ditto -
20	21/1/11	Re-fix nosing to steps on stairs to 2 nd floor	£86.40	£0	- ditto -
21	30/1/11	Gap between doors	£111.97	£111.97	- ditto -
22	17/3/11	Renew blown brickwork to sides of main entrance door and top row capping bricks	£1378.21	£1378.21	R concedes not in issue
23	662772/1	Landing lights by 15 & 18			Conceded as irrecoverable by Applicant prior to hearing

24	622735/2	Brick up sides of balcony	No cost, as work re-done	No cost	
Service charge year 2011-12					
25	18/4/11	Re-fix railing to cage area above laundry	£71.15	£0	Page 114
26		Renew brickwork front elevation of side garage area	£301.75	£0	- ditto -
27	9/5/11	Re-glaze communal door near flats 12-12a	£144.92	£144.92	- ditto -
28	17/5/11	Renew plywood casing around loft hatch	£228.75	£228.75	- ditto -
29	20/5/11	Board up cupboard under stairs in basement	£29.50	£29.50	Page 115
30	2/6/11	Paint cupboard under stairs in basement And New bricks on balcony	£163.48	£139.09	- ditto -

31	7/6/11	Change lock on laundry room door	£91.99	£91.99	- ditto -
32	23/6/11	Damaged wall from red engineering course	£349.15	£349.15	- ditto -
33	7/6/11	Replace 4 light fittings garage compound. Not armour cable	£638.01	£638.01	- ditto -
34	29/7/11	Repair brickwork to wall beneath railings by front entrance	£45.83	£0	- ditto -
35	29/11/11	Repair wall to walkway by steps near garages	£233.75	£233.75	- ditto -
36	8/12/11	Re-fix communal door frame to flat 7	£88.25	£88.25	Conceded as irrecoverable by Applicant at hearing