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FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	**LON/00BG/LSC/2016/0101**
Property	:	**60 Pigott Street, London E14 7DN**
Applicants	:	**Azizul Haque**
Respondent	:	**Poplar HARCA**
Representative	:	**Capsticks Solicitors LLP**
Type of Application	:	**Liability to pay service charges**
Tribunal	:	**Judge Nicol** **Mr KM Cartwright JP FRICS**
Venue	:	**10 Alfred Place, London WC1E 7LR**
Date of Hearing	:	**18th July 2016**

DECISION

Decisions of the Tribunal

(1) The application is rejected so that the charges challenged by the Applicant are reasonable and payable by him.

(2) There is no order in relation to costs, save that directions are set out at the end of this decision for the Respondent's application for costs under rule 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 with a hearing date of **14th September 2016**.

There are two Appendices to this decision:

- Appendix 1 contains relevant legislation; and
- Appendix 2 contains the Scott Schedule showing (in 5 columns) the items being challenged, their cost, the Applicant's comments, the Respondent's comments and the Tribunal's conclusions on those items.

Reasons for the Decision

1. The Applicant is the lessee of the subject flat, an ex-council flat in a three-storey purpose-built block on a large east London estate. He seeks a determination under section 27A of the Landlord and Tenant Act 1985 ("the 1985 Act") as to the payability and reasonableness of his service charges for the years from 2004 to 2016.

2. As with the case management conference, the hearing of the application was attended by the Applicant in person and by Ms Joanna Brownhill of counsel on behalf of the Respondent. Mr Paul Stannard, a Home Ownership Manager, attended as a witness on behalf of the Respondent.

3. The Applicant says he received material from the Respondent late. As a result, he filed and served a witness statement with exhibits on 15th July 2016, the last working day before the hearing. It contained points not previously raised and so the Respondent did their best to respond with a supplemental witness statement and further documents which they also tried to file and serve on 15th July 2016. At the hearing, Ms Brownhill originally sought to have the new points excluded while the Applicant said he had not had a chance to read the Respondent's further witness statement. The Applicant was given time to read the statement. Both parties decided they would continue with the hearing, including the new evidence, and would not seek an adjournment.

4. At the case management conference on 29th March 2016, the Tribunal expressed concern that the Applicant had drawn his application too widely and was asking the Tribunal to check on all his service charges. In accordance with the Tribunal's directions, he has set out the charges he challenges in a schedule which is attached as Appendix 2 to this decision. The Tribunal's conclusions for each service charge challenged are set out in the schedule in Appendix 2 but the Tribunal has some general comments set out below.

General Points

Evidence

5. The most significant problem that the Applicant had in establishing his case was his lack of supporting evidence. This is exemplified by his objections to the "Caretaking estate" and "Estate repairs" categories. On 23rd November 2004 the Tribunal decided that the charges for a major works programme were limited to £250 for each lessee because the Respondent had failed to comply sufficiently with the consultation

requirements under section 20 of the 1985 Act. The "Caretaking estate" category appeared for the first time in the 2005/6 service charges and the "Estate repairs" category in 2007/8. The Applicant alleged that these categories had been created by the Respondent in order to recover charges which had otherwise been disallowed by the Tribunal.

6. The Applicant appeared not to understand that he was, essentially, alleging a massive criminal conspiracy involving many of the Respondent's staff over many years in order to defraud lessees across their housing stock of money they did not owe. This is an inherently incredible allegation which would require clear, coherent and compelling evidence to support it. The Applicant relied only on the chronology of events, namely that the new categories were introduced after the Tribunal decision. That cannot remotely constitute sufficient evidence.

7. As it happens, the Respondent had an alternative explanation, namely that costs which had previously been assigned to only one category were separated out in order to make them more transparent. Given that there was no discernible overall increase in the Applicant's service charges (other than from inflation), the Tribunal is satisfied that the Applicant's allegation is wrong and accepts the Respondent's explanation.

8. The Applicant also conflated the fact that there were issues which raised questions with the idea that there was something unreasonable about his service charges. He queried why some charges had varied to a significant degree between different years. This is an entirely proper question to ask but it can't be assumed that the answer is that the higher charge in one year is unreasonable simply because it was lower in a different year. For example, electricity bills may vary due to the use of estimates. Sometimes, bills may be rendered in a later year than the work to which it relates. Also, such as with cleaning or repairs, the work required and, therefore, the costs, may vary from year to year. Even when the Respondent provided such answers, the Applicant simply ignored them, neither accepting them nor saying why he didn't accept them.

9. For a number of items, the Applicant relied on his own personal observations of a lack of relevant work. For example, his objection to the Maintenance Administration charge was that he did not see any maintenance work taking place. Personal observation is rarely of much use in relation to the quantity of work, particularly repairs, taking place for the purposes of service charges. As the Applicant conceded, he was sometimes not on the Estate and, even when home, he would not necessarily be looking out in order to see anything. The Tribunal also pointed out that, even if he saw an operative on site, he would not necessarily be able to identify that person as being in the course of carrying out chargeable work, e.g. if they happened to be walking down an estate path on their way to carrying out some work.

Anti-social Behaviour

10. The Applicant alleged extensive anti-social behaviour by other residents on the estate which caused much of what he complained about in relation to the condition of the common parts, allegedly inflating the charges for categories such as Block Caretaking, Block Communal Repairs and Insurance. However, he was unable to support his allegations with testimony from anyone else, photographs or documents. The Respondent said that they had no other complaints of the kind of anti-social behaviour described by the Applicant and their ASB team even described the Lansbury West Estate as a quiet area. The Tribunal cannot be satisfied that the Applicant's allegations are correct.

11. Even if the Applicant had established the existence of anti-social behaviour, that does not mean he does not have to pay service charges for the costs of addressing its consequences. The Applicant said that the Respondent should do more to monitor the activities of other residents in order to prevent anti-social behaviour. However, this would cost money. For example, the Applicant said CCTV should be installed but that would add to the costs payable through his service charge. The fact that there is no CCTV at present does not and cannot render any existing service charge unreasonable.

12. Further, there is no principle which says the landlord is liable for third party damage. If the landlord can recover the cost of some work from a third party, rather than recovering it through the service charge, then that is a strong argument for saying that such cost should not be recovered through the service charge. However, there are practical difficulties in both identifying those who cause damage and recovering any costs from them – it is notable that the Applicant admitted that he did not report individual incidents to the police and only complained in general terms to the Respondent. Unless and until the Respondent is able to recover costs from third parties, it is the Applicant who is liable to pay his share of the costs in accordance with his lease. The Applicant is, of course, an innocent victim of damage caused by third parties but so is the Respondent.

Extent of Estate

13. The Applicant also made a basic error. He defined his estate, the Lansbury West Estate, as being limited to his block. In fact, it extends not only to the blocks which are contiguous to his but to a large triangular area bounded by the East India Dock Road, Dod Street and Canton Street/Stainsby Road. The costs for estate caretaking and horticulture, for example, make much more sense when this much larger area is considered.

Apportionment

14. The Applicant objected to the method of apportionment in respect of some charges. The Respondent's housing stock was originally transferred to it from the London Borough of Tower Hamlets which, in

turn, had received some of its housing stock from the Greater London Council. Therefore, the Respondent inherited leases drawn up by those two bodies and the method of apportionment used by Tower Hamlets. That method is to apportion by relative floor area – the larger the floor area of a lessee's flat, the more they pay in service charges.

15. The Applicant pointed out that he did not use or benefit from some service charges any more than a lessee who owned a smaller flat, e.g. in respect of the communal electricity. He argued that the apportionment for those items should therefore be equal between all lessees.

16. The Tribunal accepts that different methods of apportionment for different items may well be fair and within the terms of the Applicant's lease but so is the Respondent's existing method when the services charges are considered as a whole. There are also practical issues in that different methods of apportionment would require additional administration and, therefore, additional cost. On that basis, the Respondent is not obliged to use one of these methods of apportionment rather than the other.

Conclusion

17. The Tribunal understands that it is difficult for an unrepresented lessee, acting alone and inexperienced in litigation, to present a case to the Tribunal on such a wide range of issues. The Applicant clearly believes he receives a poor service which does not justify the full amount of the service charges he is required to pay. However, he did have the benefit of some assistance, for example from the Toynbee Hall advice centre, and his witness statement was clearly written with some professional help. The Tribunal did its best during the hearing to assist the Applicant in bringing out the points he wanted to make but his case suffered principally from a lack of sufficient supporting evidence.

18. In the circumstances, the Tribunal decided to reject the application having heard from the Respondent's witness, Mr Stannard (the Applicant was given an opportunity to cross-examine him), but without hearing the Respondent's full submissions.

Costs

19. Given the above findings, there is no basis for making an order under section 20C of the 1985 Act. However, the Respondent sought to apply for their costs under rule 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

20. The Upper Tribunal recently gave guidance on the application of rule 13 in *Willow Court Management Co (1985) Ltd v Alexander* [2016] UKUT 0290 (LC). They said at paragraph 43:

> ... such applications should not be regarded as routine, should not be abused to discourage access to the tribunal, and should not be allowed to become major disputes in their own right.

They should be determined summarily, preferably without the need for a further hearing, and after the parties have had the opportunity to make submissions. We consider that submissions are likely to be better framed in the light of the tribunal's decision, rather than in anticipation of it, and applications made at interim stages or before the decision is available should not be encouraged. The applicant for an order should be required to identify clearly and specifically the conduct relied on as unreasonable, and if the tribunal considers that there is a case to answer (but not otherwise) the respondent should be given the opportunity to respond to the criticisms made and to offer any explanation or mitigation. A decision to dismiss such an application can be explained briefly. A decision to award costs need not be lengthy and the underlying dispute can be taken as read. The decision should identify the conduct which the tribunal has found to be unreasonable, list the factors which have been taken into account in deciding that it is appropriate to make an order, and record the factors taken into account in deciding the form of the order and the sum to be paid.

21. Given the Tribunal's findings above, it is not possible to dismiss the Respondent's application summarily. However, the Applicant had no advance notice of the application and the Respondent had not filed or served a schedule of costs. The parties were told at the hearing that the Tribunal was rejecting the application but not the reasons for that and so no submissions in the light of those reasons were yet possible. In the circumstances, the Tribunal decided to make the following directions:

(a) If so advised, the Respondent may make an application for an order that their costs of these proceedings be paid by the Applicant under rule 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 by filing it with the Tribunal and serving it on the Applicant by 4pm on **12th August 2016**. Any such application must be made in writing, with full submissions as to why a costs order should be made, and must include a schedule of costs.

(b) If the Respondent decides not to proceed with such an application, they shall notify the Applicant and the Tribunal as soon as possible and in any event by 4pm on **12th August 2016**.

(c) The Applicant shall, by 4pm on **26th August 2016**, serve on the Respondent and file with the Tribunal a statement on the issue of costs in reply to that of the Respondent.

(d) The hearing of the application, if required, shall take place on Wednesday **14th September 2016** at **10 Alfred Place, London WC1E 7LR** starting at **1:30 pm** with a time estimate of one hour (If either party considers this is an unrealistic estimate, they should write to the Tribunal (and send a copy to the other party) explaining why at least one week prior to the hearing date).

Name: NK Nicol **Date:** 25th July 2016

Appendix 1: relevant legislation

Landlord and Tenant Act 1985 (as amended)

Section 18

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

(2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.

(3) For this purpose -
   (a) "costs" includes overheads, and
   (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 19

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

(2) 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 or subsequent charges or otherwise.

Section 20C

(1) 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 court, residential property tribunal or the Upper Tribunal, or in connection with arbitration proceedings, 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.

(2) The application shall be made—
   (a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to a county court;
   (aa) in the case of proceedings before a residential property tribunal, to that tribunal;

(b) in the case of proceedings before a residential property tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any residential property tribunal;
(c) in the case of proceedings before the Upper Tribunal, to the tribunal;
(d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to a county court.

(3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

Section 21B

(1) A demand for the payment of a service charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to service charges.

(2) The Secretary of State may make regulations prescribing requirements as to the form and content of such summaries of rights and obligations.

(3) A tenant may withhold payment of a service charge which has been demanded from him if subsection (1) is not complied with in relation to the demand.

(4) Where a tenant withholds a service charge under this section, any provisions of the lease relating to non-payment or late payment of service charges do not have effect in relation to the period for which he so withholds it.

(5) Regulations under subsection (2) may make different provision for different purposes.

(6) Regulations under subsection (2) shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament.

Section 27A

(1) An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to -
(a) the person by whom it is payable,
(b) the person to whom it is payable,
(c) the amount which is payable,
(d) the date at or by which it is payable, and
(e) the manner in which it is payable.

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

(3) An application may also be made to the appropriate 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.

(4) No application under subsection (1) or (3) may be made in respect of a matter which -
   (a) has been agreed or admitted by the tenant,
   (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
   (c) has been the subject of determination by a court, or
   (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.

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

Commonhold and Leasehold Reform Act 2002

Schedule 11, paragraph 1

(1) In this Part of this Schedule "administration charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable, directly or indirectly—
   (a) for or in connection with the grant of approvals under his lease, or applications for such approvals,
   (b) for or in connection with the provision of information or documents by or on behalf of the landlord or a person who is party to his lease otherwise than as landlord or tenant,
   (c) in respect of a failure by the tenant to make a payment by the due date to the landlord or a person who is party to his lease otherwise than as landlord or tenant, or
   (d) in connection with a breach (or alleged breach) of a covenant or condition in his lease.

(2) But an amount payable by the tenant of a dwelling the rent of which is registered under Part 4 of the Rent Act 1977 (c. 42) is not an administration charge, unless the amount registered is entered as a variable amount in pursuance of section 71(4) of that Act.

(3) In this Part of this Schedule "variable administration charge" means an administration charge payable by a tenant which is neither—
   (a) specified in his lease, nor
   (b) calculated in accordance with a formula specified in his lease.

(4) An order amending sub-paragraph (1) may be made by the appropriate national authority.

Schedule 11, paragraph 2

A variable administration charge is payable only to the extent that the amount of the charge is reasonable.

Schedule 11, paragraph 4

(1) A demand for the payment of an administration charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to administration charges.

(2) The appropriate national authority may make regulations prescribing requirements as to the form and content of such summaries of rights and obligations.

(3) A tenant may withhold payment of an administration charge which has been demanded from him if sub-paragraph (1) is not complied with in relation to the demand.

(4) Where a tenant withholds an administration charge under this paragraph, any provisions of the lease relating to non-payment or late payment of administration charges do not have effect in relation to the period for which he so withholds it.

Schedule 11, paragraph 5

(1) An application may be made to the appropriate 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.

(2) Sub-paragraph (1) applies whether or not any payment has been made.

(3) The jurisdiction conferred on the appropriate tribunal in respect of any matter by virtue of sub-paragraph (1) is in addition to any jurisdiction of a court in respect of the matter.

(4) No application under sub-paragraph (1) may be made in respect of a matter which—
(a) has been agreed or admitted by the tenant,
(b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
(c) has been the subject of determination by a court, or
(d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.

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

(6) An agreement by the tenant of a dwelling (other than a post-dispute arbitration agreement) is void in so far as it purports to provide for a determination—
(a) in a particular manner, or
(b) on particular evidence,
of any question which may be the subject matter of an application under sub-paragraph (1).

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

Orders for costs, reimbursement of fees and interest on costs

13.—(1) The Tribunal may make an order in respect of costs only—

(b) if a person has acted unreasonably in bringing, defending or conducting proceedings in—
(ii) a residential property case, or
(iii) a leasehold case; ...

(2) The Tribunal may make an order requiring a party to reimburse to any other party the whole or part of the amount of any fee paid by the other party which has not been remitted by the Lord Chancellor.

(3) The Tribunal may make an order under this rule on an application or on its own initiative.

(4) A person making an application for an order for costs—
(a) must, unless the application is made orally at a hearing, send or deliver an application to the Tribunal and to the person against whom the order is sought to be made; and
(b) may send or deliver together with the application a schedule of the costs claimed in sufficient detail to allow summary assessment of such costs by the Tribunal.

(5) An application for an order for costs may be made at any time during the proceedings but must be made within 28 days after the date on which the Tribunal sends—
(a) a decision notice recording the decision which finally disposes of all issues in the proceedings; or
(b) notice of consent to a withdrawal under rule 22 (withdrawal) which ends the proceedings.

(6) The Tribunal may not make an order for costs against a person (the "paying person") without first giving that person an opportunity to make representations.

(7) The amount of costs to be paid under an order under this rule may be determined by—
(a) summary assessment by the Tribunal;
(b) agreement of a specified sum by the paying person and the person entitled to receive the costs (the "receiving person");
(c) detailed assessment of the whole or a specified part of the costs (including the costs of the assessment) incurred by the receiving person by the Tribunal or, if it so directs, on an application to a county court; and such assessment is to be on the standard basis or, if specified in the costs order, on the indemnity basis.

(8) The Civil Procedure Rules 1998, section 74 (interest on judgment debts, etc) of the County Courts Act 1984 and the County Court (Interest on Judgment Debts) Order 1991 shall apply, with necessary modifications, to a detailed assessment carried out under paragraph (7)(c) as if the proceedings in the Tribunal had been proceedings in a court to which the Civil Procedure Rules 1998 apply.

(9) The Tribunal may order an amount to be paid on account before the costs or expenses are assessed.

Appendix 2: Schedule of Disputed Service Charges

ITEM	COST	APPLICANT'S COMMENTS	RESPONDENT'S COMMENTS	TRIBUNAL'S CONCLUSIONS
Block Caretaking				
2016-2017 Estimated	£275.03	My corridor and railings and even the whole Pigott Street corridors/railings never clean. Stairways and landings areas are always loitering, urinating and messy condition made by HARCA tenants. Whenever I use the communal stairs and landing I have to hold my nose. And many occasions I have reported to the HARCA about it. But the HARCA's action was so little or limited. The mess in Bin chambers, Communal area and Rubbish containers are made by the HARCA's tenants is unacceptable and HARCA aware of it. The amount of time spent for cleaning the area is limited and the tick marks are only possibly apply to the Pigott Street block. However I would pay £100.00 for each year. In his witness statement dated 8th July, the Applicant pointed out the variation in the amount of the charge from year to year.	This matter has been referred to our caretaking department for investigation. Timesheets have been provided for 2015/16 (Exhibited as "**PS1**") showing the regularity of our cleaning schedule at Pigott Street. The caretaking team will also proactively attend to any cleaning issue they identify when in the block or any brought to their attention. We consider the cleaning to be of a reasonable standard and reflected in the service charge. Bi annual deep cleans are also undertaken on the block (exhibit "**PS2**")	The Tribunal has no doubt that the Applicant perceives that the communal areas of his block and the estate could be better cleaned. However, the Tribunal is not looking at whether the service could or should be better but whether the cost of that service is reasonable in the light of the quality and quantity of that service. The price for a poor service is capable of being reasonable if it is cheap. In any event, the service delivered seems standard for this type of block, both in quality and quantity. If the Respondent sought to provide a better service, and therefore a more expensive one, other lessees might complain that the cost is higher than for similar blocks. The variation in cost is explained by exactly the kind of reactive work (in addition to the regular, scheduled work), responding to the needs of the Estate from time to time, that the Applicant seems to want. The Tribunal is satisfied that the costs of the block caretaking are reasonable and payable.
2015-2016 Estimated	£179.90			
2014-2015	£272.13			
2013-2014	£175.51			
2012-2013	£188.86			
2011-2012	£226. 72			
2010-2011	£227.25			
2009-2010	£161.86			
2008-2009	£425.07			
2007-2008	£294.43			
2006-2007	£390.00			
2005-2006	£265.58			
2004-2005	£305.16			

Block Communal Repairs				
2016-2017 Estimated	£267.59	I do not feel it is reasonable. Because mostly involved the repairs for vandalism and improperly use the facilities by the HARCA's tenants. As it is HARCA's tenants direct involvement with these cost. I should not be charged for it. However I would pay £50.00 for each year. In his witness statement dated 8th July, the Applicant pointed out the variation in the amount of the charge from year to year.	It is a condition of Mr Haque's lease (Clause 5(5) and 5th Schedule) that he pays a *"reasonable proportion"* of the costs towards repairs carried out to his block. Explanations of the repairs charges for Mr Haque's block have previously been provided in writing, including the method of calculation used. Meetings have also taken place between Mr Haque and senior representatives of Poplar Harca where these matters have been answered. Documentation exists where Mr Haque has brought repairs issues to our attention in the past and explanations have been provided or referred to our repairs team as appropriate. Mr Haque has not provided specific examples of the charges he feels are unreasonable.	The Applicant has no evidence either as to who the culprits are or that the Respondent is in any position to retrieve any costs from them. If and when a third party is responsible for damage, the lessee is still liable for their share of the repair cost unless and until any money is recovered from that third party. It is inherent in the nature of reactive repairs that they vary unpredictably from year to year. There is no reason to think that the variation in charges from one year to the next is unreasonable. The Tribunal is satisfied that the costs of the block communal repairs are reasonable and payable.
2015-2016 Estimated	£344.60			
2014-2015	£185.47			
2013-2014	£302.34			
2012-2013	£312.97			
2011-2012	£404.96			
2010-2011	£305 .63			
2009-2010	£208.41			
2008-2009	£151.78			
2007-2008	£123.45			
2006-2007	£78.61			
2005-2006	£144.15			
2004-2005	£75.64			
Communal Electricity				
2016-2017	£65.07	I feel this charges is not reasonable and it is too high. I have only one	These charges are the charges incurred for lighting the block and	The Applicant is effectively making an argument used by many lessees which is to

Estimated		outside light and I do not have any communal heating system or hot water supply. It wilt vary year to year will have to accept sometimes energy cost rise, but should not be more than double. I feel in Unit basis calculations would be reasonable.	are reasonable. The communal electricity charge is based on the invoices we receive from the supplier. Charges will vary from year to year according to usage. When requested, we have provided Mr Haque with details of the available electricity invoices received for his block.	look at how they personally benefit from a particular service. That is the wrong approach. Liability for service charges depends on what the lease says, not on whether there is any direct benefit. If the lease says that a lessee is liable for a service charge, then they are obliged to pay even if they derive no benefit whatsoever. As already discussed above, there is no reason to think the variation from year to year involves any unreasonable charges. The Tribunal is satisfied that the cost of the electricity is reasonable and payable.
2015-2016 Estimated	£51.04			
2014-2015	£65 .07			
2013-2014	£49.79			
2012-2013	£58.62			
2011-2012	£58.62			
2010-2011	£32.81			
2009-2010	£29.45			
2008-2009	£26.81			
2006-2007	£96 .28			
2005-2006	£68 .98			
Insurance				
2016-2017 Estimated	£120.00	The cost is too high and could have look for better deal. This might be because of vandalism and improperly use the facilities by HARCA's tenants. I feel it is fair to charge equally or I would pay £65.00 for each year.	Poplar HARCA will always look to provide its leaseholders with the best insurance provider at the best price. Service is a key factor when deciding which insurer to employ. The excess payable for any claim is £50. We consider both the cost of the insurance and any excess payable to be	See the comments as to Block Communal Repairs. The Applicant had no evidence in the form of comparable quotes to show that the insurance premium was higher than it should have been. Nor was there any evidence that the claims history or the resulting premium had been affected by any anti-social behaviour.
2015-2016 Estimated	£120.00			
2014-2015	£98.38			
2013-2014	£96.04			

2012-2013	£86.76		reasonable.	The Tribunal is satisfied that the costs of the insurance are reasonable and payable.
2011-2012	£86.49			
2010-2011	£86.10			
2009-2010	£113.37			
2008-2009	£60.08			
2006-2007	£159.12			
2005-2006	£148.51			
2004-2005	£150.69			
Caretaking estate				
2016-2017 Estimated	250. 75	This is added item after challenging for Major work cost to the tribunal. This is contradictory to Estimate and Actual 2002/2003 and request for refund. In his witness statement dated 8th July, the Applicant pointed out the variation in the amount of the charge from year to year and said that the whole cost was disproportionate.	Poplar HARCA refute the comments made by Mr Haque that this charge is, quote, 'an added item', unquote, following an F.T.T. judgement in 2004 regarding Major Works. Mr Haque has previously received correspondence explaining the reasons for the separation of the block and estate caretaking charge. In October 2005 the Tenant Management Organisation folded and Poplar HARCA took over management of the estate. Under the TMO the	The main allegation as to the creation of this category for fraudulent purposes is dealt with in the body of this decision. The Respondent exhibited timesheets for their caretaking staff which showed that they attended the Estate at least twice daily and provided reactive as well as scheduled services. Again, there is no reason to think that the variation from year to year reflects any unreasonableness in the years in which the charges are higher. The Tribunal is satisfied that the costs of the estate caretaking are reasonable and
2015-2016 Estimated	£160.99			
2014-2015	£289.17			
2013-2014	£157.06			
2012-2013	£207.89			
2011-2012	£198.67			
2010-2011	£187.36			

2009-2010	£211.05		detail between time spent inside the block and outside on the estate was not provided so the charges were combined under block caretaking. Poplar HARCA separated the charges for greater transparency.	payable.
2008-2009	£29.49			
2006-2007	£24.28			
2005-2006	£24.99			
Horticulture				
2016-2017 Estimated	£160.39	The cost is too high and unreasonable. Because it is seasonal maintenance activities involved. And also the plants are very limited. I would pay £40.00 for each year or in Unit basis calculation as I feel it is fair to equally contribute. In his witness statement dated 8th July, the Applicant alleged that only 15-20 trees and a small area of grass were involved. He alleged that photos exhibited by the Respondent were of neighbouring areas which were not on his estate.	Mr Haque has not provided specific examples of horticultural works he feels are inadequate nor has he provided any evidence of comparable costs.	The Applicant's challenge to these costs is explained by his misunderstanding as to the extent of the Estate and, therefore, of the garden areas, as discussed in the body of this decision. The Tribunal is satisfied that the costs for the horticulture work are reasonable and payable.
2015-2016 Estimated	£167.23			
2014-2015	£96.47			
2013-2014	£163.15			
2012-2013	£158.78			
2011-2012	£91.70			
2010-2011	£95 .95			
2009-2010	£85.58			
2008-2009	£95.48			
2007-2008	£106.47			
2006-2007	£69 .92			

2005-2006	£45.54			
2004-2005	£64.71			
Estate Repairs				
2016-2017 Estimated	£32.17	This is added item after challenging for Major work cost to the tribunal. This is contradictory to Estimate and Actual 2002/2003 and request for refund.	As previously stated, Poplar HARCA refutes the allegation that this cost has been, quote, 'added', unquote following the previous tribunal in 2004. The Estate Repair charge is for day to day repairs which are carried out when required. Correspondence has previously been sent to Mr Haque explaining that the charge for estate repairs, which is a responsive service, is completely separate to any charges for Major Works which are scheduled and consulted on. Mr Haque has provided no information on specific repairs charges he wishes to challenge.	The allegation as to the creation of this category for fraudulent purposes is dealt with in the body of this decision. The Tribunal is satisfied that the costs of the estate caretaking are reasonable and payable.
2015-2016 Estimated	£29.01			
2014-2015	£35.09			
2013-2014	£28.30			
2012-2013	£20.52			
2011-2012	£50.94			
2009-2010	£32.05			
2007-2008	£20.30			
Maintenance Admin				
2016-2017 Estimated	£89 .93	I feel this is unreasonable charge because there was no visible maintenance work taken place in Pigott street and should be given	This charge reflects a percentage of the costs incurred dealing with the issue of maintenance works. The charge is obtained as a percentage of maintenance costs.	The Respondent separates out the administration charge for maintenance from the rest of its management fee because the former is carried out by a different team from the latter and because it is more
2015-2016 Estimated	£117.96			

2014-2015	£70.19	rebate. In his witness statement dated 8th July, the Applicant suggested that the Respondent employed over 8 members of staff to administer the Lansbury West Estate.	The total charge is then apportioned again on a floor area basis.	transparent. As already pointed out, the Applicant's personal observations of the lack of repair work are of little probative value. The Applicant's calculation of 8 people to administer the Estate is for all forms of administration and management and does not seem to the Tribunal to be excessive for such a large estate. The Applicant's assertions here might also be affected by his aforementioned misunderstanding as to the extent of the Lansbury West Estate. The Tribunal is satisfied that the costs of the maintenance administration are reasonable and payable.
2013-2014	£104.93			
2012-2013	£100.94			
2011-2012	£137.92			
2010-2011	£128.97			
2009-2010	£102.94			
2008-2009	£47.30			
2007-2008	£43.13			
2006-2007	£23.58			
2005-2006	£43.44			
2004-2005	£23 .03			
Management Fee				
2016-2017 Estimated	£220.00	This is added item after challenging for Major work cost to the tribunal. This is contradictory to Estimate and Actual 2002/2003 and request for refund (confusing bill). In his witness statement dated 8th July, the Applicant's comments in relation to Maintenance Administration were	Poplar HARCA refute the allegation that this item has been added following the tribunal of 2004. The Management fee represents Poplar HARCA's cost of managing the leasehold portfolio.	The allegation as to the creation of this category for fraudulent purposes is dealt with in the body of this decision. Also, this provides the best example of the Applicant's misunderstanding as to how the Respondent has changed the presentation of the service charges – "Management Fee" is simply a different name for the next charge,
2015-2016 Estimated	£220.00			
2014-2015	£192.81			
2013-2014	£215.57			

2012-2013	£217.45	applied equally to this category and to the next one, "Management & Administration".		"Management & Administration". The comments in relation to Maintenance Administration also apply here and to the next category, "Management & Administration".
2011-2012	£168.94			
2010-2011	£174.91			
Management & Administration				
2009-2010	£175.56	This does not represent properly delivering a repairs and maintenance service to the residents. I have mould, rust and damp in my bed rooms since I moved here. I orally reported this to HARCA over a number of times but they simply told me to put my windows on the catch to let air in and change the radiators. I have tried whatever possibly and changed the radiators at my own cost but still as mouldy, as rust and damp as before. And one of the bed room coving had fallen down due to mould and damp. Recently HARCA's surveyor (same gentleman who advised me earlier to change the radiator} visited my house and advised me to fit extract fan at my own cost although I have dehumidifiers in mostly effected both rooms. HARCA does not want to accept that this is because of damp. My furniture and clothes are always damage because of the mould and damp. During cold weather I have to	A letter was sent to Mr Haque on the 13th April 2010 following an inspection of the property by our surveyor. There were no signs of cracking or defects in the building. Upon internal inspection there was slight mould growth around the windows in the kitchen, bathroom and one bedroom. The mould was attributed to condensation and the surveyor noted that there were no extractor fans in either the bathroom or kitchen. During the inspection the windows were shut. The surveyor recommended no works be carried out as the structure was sound and there were no signs of cracking. Poplar HARCA included with this letter of 2010 a leaflet on condensation, its causes and how to alleviate the problem.	The Tribunal explained to the Applicant at the hearing that he was essentially arguing that the Respondent was in breach of covenant, most likely of the covenant to repair, for which he was entitled to compensatory damages. He is entitled to sue in the county court or to counterclaim in this Tribunal for such damages but only with expert evidence as to the source and extent of the damp. The Tribunal makes no findings on whether the Respondent is right to attribute the damp to mere condensation, principally because it does not have sufficient evidence on which any such conclusion could be soundly based. The Tribunal is unable, on the available evidence, to determine whether the Respondent is responsible to any extent for the existence or continuation of the damp or, therefore, whether there is or should be any effect on the Applicant's service charges.
2008-2009	£207.36			
2007-2008	£118.10			
2006-2007	£113.04			
2005-2006	£107.97			
2004-2005	£91.67			

		abandon two side rooms and stay in middle room with my children. We are suffering from cold and cough and my 3 and half years old child got severe chest infection because of this damp and mouldy condition of those rooms. I am very worried about if forming asthma in my family. There is similar problem in flat 56 Pigott Street right underneath my flat. I believe that the problem is to do with the external brickwork because in each room which is mouldy and damp, only the walls attached to the external brickwork suffer from mould and damp. I do not feel it is reasonable to charge me for making me and my family ill and for inaccuracy charges.		
TV Aerial Maintenance				
2010-2011	£133.12	I did not have this service and I had my own sky dish installed and had access to view everything I wanted and no problem at all. The new installation is not fit for purpose because sometimes the quality of receiving signal so poor or even no signal. The cost of installation is too high compare to the cost charged with major work and finally taken off this charge when challenged to the LVT in 2004 for making bill without installing	The TV aerial costs relate to the charges for providing repair and maintenance of the service to the block. Correspondence previously sent by Poplar HARCA in 2011 gives an explanation of the works undertaken, the reason for the work and how the calculation was made for Mr Haque's property. It was also explained that as the total charge for leaseholders was under £250, consultation was not	These costs are for the installation of more than one aerial for the block and are reasonable to that extent. The Respondent is also entitled to insist that residents use a communal system rather than littering the outside with their own individual dishes.
2009-2010	£139.39			

		this facility. I do not feel it is reasonable cost and to pay since I had to wait such a long period of time for restoring this facility and requesting for refund along with proportionate of Maintenance Admin, Management & Administration and Management Admin charges in relates to this service.	required.	
External Programme of Redecorations & Minor Repairs (including painting to previously painted areas)				
2012	£867.88	I have redecorated my section at my own cost and the contractor did not touch these. It seems highly excessive for painting railings and "minor" repairs. I do not feel it is reasonable to charge me because the quality of work and number of minor repairs had not been carried out. Please see attached pictures at the end of this bundle. In his witness statement dated 8th July, the Applicant also alleged there was no consultation in accordance with section 20 of the Landlord and Tenant Act 1985.	The query on external redecorations was previously answered in writing by Chris Lushey in 2013. We consider the charges to be reasonable for the work undertaken and in accordance with the lease.	The Applicant again depended on his own personal observations as to unpainted railings, a drip coming through the corridor ceiling/balcony floor and damaged tiles to a neighbour's threshold. The Respondent conceded that works have not been carried out to these areas but also asserted that no such works were included in the relevant major works programme. The Applicant has not been charged for works which were not carried out. The Respondent did not know about the allegation of a lack of consultation until they received the Applicant's witness statement the last working day prior to the hearing and so did not have time to retrieve relevant documents. However, the documents before the Tribunal contained plenty of evidence that the Respondent was both aware of the statutory consultation requirements and followed them in the normal course of

				business. There is every likelihood that they consulted in the usual way on these works as well.