



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

Case Reference : **BIR/00CN/LIS/2014/0060**

Property : **Flat 2, 138 Duddeston Manor Road,
Nechells, Birmingham B7 4JP**

Applicant : **Mrs Sylvia Ferron**

Representation : **None**

Respondent : **Birmingham City Council**

Representation : **Council Legal and Democratic Services**

Type of Application : **Under Sections 27A and 20C Landlord and
Tenant Act 1985 ('the Act')**

Date of Application : **11th December 2014**

Tribunal : **Judge W J Martin
Mr N Wint F R I C S**

Date : **14 JUL 2015**

DECISION

Preliminary

- 1 On 11th December 2014 Mrs Sylvia Ferron (the 'Applicant') made an Application under section 27A of the Act in respect of Flat 2, 138 Duddleston Manor Road, Nechells, Birmingham B7 4JP ('the Applicant's Flat') to the First-tier Tribunal (Property Chamber) ('the Tribunal'). Birmingham City Council is the Respondent.
- 2 The Lease under which the Applicant holds the Applicant's Flat is dated 8th October 2007 and is made between the Respondent (1) and the Applicant (2). The term is for 125 years from 8th October 2007.
- 3 The Application requested a Determination by the Tribunal as to the payability and reasonableness of the service charges levied by the Respondent in accordance with the provisions of the Lease for the following service charge years:

1st April 2010 - 31st March 2011
1st April 2011 - 31st March 2012
1st April 2012 - 31st March 2013
1st April 2013 - 31st March 2014
1st April 2014 - 31st March 2015
- 4 The Application also requested an order under section 20C of the Act that any costs of the respondent relating to the Application and the proceedings thereunder should not be treated as 'relevant costs' to be taken into account in determining the amount of any service charge payable by the Applicant.
- 5 The Tribunal's jurisdiction arises from section 27A of the Act:

'27A Liability to pay service charges: jurisdiction

(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 be 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 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*

(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 a determination by the 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) *[not relevant to this application]*

(7) *The jurisdiction conferred on the appropriate tribunal in respect of any matter by virtue of this section is in addition to any jurisdiction of the court in respect of the matter*

- 6 The Application requested the Tribunal to make its determination on the basis of the written submissions of the parties. The Respondent and the Tribunal agreed this to and appropriate Directions were issued.

Inspection

- 7 The Tribunal inspected the block that includes the Applicant's Flat on 22nd May 2015 in the presence of the Applicant, Mrs Nicholls and Mr Kavanagh, both Leasehold Managers with Birmingham City Council.
- 8 The Applicant's Flat is a three-bedroom maisonette situate on the ground and first floors of a four storey block containing 8 maisonettes. The block is set in fairly extensive grounds in the Nechells area of Birmingham, in an area of predominantly similar housing. The block was constructed in the 1960s or early 1970s of brick with a flat roof. Unusually, the rainwater drains from the roof area via down pipes situated within the fabric of the block, one of which passes through the Applicant's Flat.
- 9 The Tribunal inspected the inside of the Applicant's Flat as well as the common internal areas. The Applicant has alleged in her written submissions that there has been water damage to the property caused by problems with the internal rain water pipe and the Tribunal were able to see the exposed pipe in the kitchen and in one of the bedrooms. The Tribunal was told that pipe is now sealed off, but that the damage caused has not yet been repaired.
- 10 The Applicant also pointed out that the water ingress has also damaged two electrical fittings. The Applicant has replaced one of these, but the other remains un-repaired.
- 11 The communal areas consist of two flights of stairs, two landings and a hallway. The condition of the interior areas is poor, particularly the upper landings, where the tiles are uneven. The hall is now fully enclosed with a new door at each end. The main front door is controlled by an intercom system. There is a matching side panel. The rear door, installed at the same time, matches the 'portcullis' design of the main front door. Outside, some new steps have been constructed to give access to the front door.

The Applicant's written submissions

- 12 The Applicant, by letter dated 17th January 2015, states that she is disputing the service charges as set out in her submissions, which are summarised as follows:

Year 2012 - 2013

01. There was a very poor standard of cleaning in the block. On many occasions the Applicant had to purchase her own products to clean the communal area so that her children could enjoy a clean and safe environment.
02. There is severe damp and mould in the Applicant's Flat which caused damage to the interior. The Applicant had to pay for work to the inside to try and improve conditions.

Year 2013 - 2014

01. The cleaning standards deteriorated. On some weeks no cleaner turned up. The Applicant's neighbours also complained of the same issues.
02. The mould and damp problems also worsened. There was a leak from the maisonette above and from the roof of the Block. The problems started in the children's bedrooms causing black walls, damage décor and an exacerbation of the Applicant's daughter's asthma. The damage was costly and stressful.
03. There were problems with rats and mice.
04. The Applicant experienced anti-social behaviour from the neighbouring property, comprising banging on the walls, calling police unnecessarily and physical abuse.

Year 2014 - 2015

01. The cleaning was still a major problem. The Block was not cleaned on a regular basis and there was animal filth throughout the communal area. The outside bin area was overflowing with rubbish.
 02. It was the worst year for damp/mould and the leak from above, which was not fixed and had by then entered the kitchen. The Council took a year and a half to establish that a leaking pipe in the wall caused the problem. The work is ongoing, as delays were encountered owing to the discovery of asbestos in the walls of the Applicant's Flat.
 03. The anti-social behaviour continued from a new next-door neighbour who has an autistic son. The disturbance consists of screaming, banging on the walls, loud humming/moaning sounds and spontaneous outbreaks in the middle of the night causing loss of sleep, stress and fear when the children hear it. The Applicant's neighbour cannot believe she was re-housed to the Block. She understands the concerns of the Applicant but cannot do anything to calm her son.
 04. The Applicant fell in the kitchen as a result of the water leakage, causing severe pain, discomfort and stress during her pregnancy.
 05. There is a charge of around £3,000 for a new electronic door system and new doors for the neighbours. This is unreasonable because the Applicant fitted her own front door for £500.
 06. The Applicant says she has lost two sales in October 2014. She is trying to sell her Flat to try and escape the poor environment for the sake of her family. The second sale fell through because of a severe leak on the final viewing day.
 07. There is possible damage to the electrics in the Flat due to the leakages. The Applicant's son currently has no lighting to his bedroom.
- 13 The above highlights the stress, cost and poor service experienced by the Applicant over three years as she tries to take pride in her home, which is her first owned property, it being all she could afford at the time. She feels that the Respondent has let the leaseholders down in that the expected standards have not been complied with. She has made the limitation of costs application because of the expected cost of

The Application seeks to freeze the service charge until improvements are made, her costs are reimbursed and living conditions made safe for the Applicant and her family.

14 With her written submissions, the Applicant provided:

- (a) copies of two letters of complaint to the Respondent dated 2nd December 2013 and 27th January 2014.
- (b) A copy of a letter from the Respondent dated 10th December 2013 suggesting that the Applicant contacts the repairs service and local housing team regarding the complaints made.
- (c) Copy of a letter from the Respondent dated 3rd February 2014 escalating the complaint to 'Stage 3' and a copy of an internal note by the Respondent upon the complaint
- (d) Photographs showing damage to the inside of the Applicant's flat and poor cleaning to the communal areas.
- (e) Copies of 28 screen shots referring to her complaints via the Respondent's electronic reporting scheme. The screen shots and letters accompanying record the Applicant's dissatisfaction with the Respondent's performance in dealing with the complaints made.

The Respondent's written submissions

15 The Respondent (albeit somewhat belatedly) provided a comprehensive bundle of submissions and supporting documents enclosed with a letter dated 20th March 2015. Included is the Respondent's Statement of Case, which is summarised as follows:

01. The Applicant's case as above is summarised. However, the point is made that the Applicant has not suggested (a) that there is no contractual right to the service charges, (b) that there has been a failure to consult under section 20 of the Act, (c) that works have been unnecessarily incurred or (d) that, in relation to the electronic door security system, the works are not of a reasonable standard.
02. The entrance door replacement - major works. The works form part of the Respondent's ongoing city wide improvement programme to keep its housing stock in a reasonable and proper state and condition and will include UPVC window replacement, as well as external security doors, window frame cleaning and cleaning and repainting works to the communal areas. The work was believed to be completed in March 2015. The total cost of the works will be divided by 8, with the 2 leaseholders (including the Applicant) being required to pay an equal share.
03. The Respondent is carrying out its ongoing repairs and improvement programme by entering into 'qualifying long term agreements' with suitable main contractors. The works to the Duddleston Road properties were included in the 2014/2015 Capital Investment Programme because the local housing team considered it would be a beneficial upgrade to include an electronic entry system as previously the existing doors are unlockable and had no keys. At the same time it was considered that the existing doors and frames would be beyond economical repair and that better lighting should be installed and the floors should be improved. Details of the works involved were provided in the Respondent's bundle.
04. A great deal of background information was provided with regard to the tendering programme and consultation processes carried out. Similarly, the lease provisions are enumerated in detail, to establish that the Respondent may recharge the improvement works (specifically the entry system) through the service charge. The Applicant has not challenged to ability of the

Accordingly, the Respondent's submissions on the lease provisions are also omitted from this summary.

05. The Applicant has challenged specifically the cost of the door entry system. The Leaseholder-cost Estimate showing how the estimate of £2,392.19 was made up is set out in paragraph 13 below.
06. Repairs: The Applicant has made a general complaint about the standard of repair of the Block. However, she has not identified a particular item of expenditure from the annual service charge certificates which she contends is unreasonable. The Respondent explains that the day to day repairs are carried out by contractors appointed under 'qualifying long term agreements' who undertake such work across designated large sections of the Respondent's housing stock. The Tribunal is invited to consider the amounts claimed not in isolation but against the above background, which means that the relevant contractor gets paid on a 'low cost' schedule of rates or fixed pricing structure. This produces significant savings, and only rarely do leaseholders challenge the costs in the Tribunal. If there are reductions ordered in specific cases, the Respondent is left with a shortfall, which will affect future funding. Additionally, details are provided of the repairs reporting service, which has not been challenged by the Applicant, but which is separately shown on the annual certificates to reflect the cost of providing a 24 hour reporting service for tenants and leaseholders alike. As experience has shown that leaseholders use this service less than the secure tenants, the amount charged to the leaseholders is proportionately reduced. The annual amounts per property are in any case very modest, at around £16 - £18 per annum.
07. Communal cleaning Service: The Applicant has complained about the communal cleaning service. The Respondent says that two cleaners carry this out at the Block on Wednesdays for a period of 1 hour and 45 minutes. They sweep and mop the floors and landings, wipe the doors and banisters, sweep the bin room out and carry out a litter pick around the Block. They also remove bulky items and report repairs to neighbourhood caretakers.
08. The local Housing Officer reports that each month the Block is audited for cleanliness and the records show that the Block has been maintained to satisfactory standard. The records indicate that there have been no issues raised by the Applicant or other residents in the Block regarding animal filth in the communal areas, and neither do the records show that there have been complaints made about the general standard of cleanliness. The general waste collection is on a Tuesday and Friday. There is a high volume of household rubbish generated over the weekends. However, the bin area is cleared up ready for the refuse collection on Tuesday. There have been no complaints concerning rodent pests.
09. The Respondent submits that the cleaning is carried out to a reasonable standard. It cannot be responsible for rubbish, refuse and litter left by residents or others after the cleaning has taken place. To employ more cleaners would only increase the service charge. The overall amounts are modest and reflect a reasonable charge for the work undertaken.
10. Anti-social behaviour: On the question of anti-social behaviour, the Respondent submits that the only complaint received from the Applicant was on 18th February 2013, about criminal damage and CCTV cameras. There have been no complaints regarding banging on the wall or the other matters referred to be the Applicant.
11. In any event, such issues are not relevant to the service charge. The Respondent has a duty to provide social housing, including for vulnerable people. It does have procedures in place to manage anti-social behaviour amongst residents. It should be noted that the Applicant chose to purchase her

12. The leak in the Applicant's Flat: With regard to the leak, the position has been investigated but it is not straightforward. It is believed that the leak came from a rainwater pipe which runs centrally through the Block, between the Applicant's Flat and the Flat above. There were asbestos panels which had to be removed following appropriate procedures before the leak could be pinpointed. After considerable investigation and delay, orders were given for the repair to be carried out following a site visit in February 2015. The Applicant has indicated that she will claim compensation for damage to decoration. This will be dealt with as an insurance matter. There is also still an outstanding insurance claim from previous leaks. The roof to the Block was replaced about a year ago.

13. Summary: In conclusion the Respondent submits that the Tribunal should find the day to day service charges as shown on the annual certificates are reasonably incurred. With regard to the major works, there has as yet been no invoice submitted. The Tribunal is urged to find that the total estimated cost of £2,174.72 for the entry system is reasonable.

16 The estimated cost of the door entry system was originally calculated as follows:
(Individual costs are 1/8th Block costs):

	<u>Individual</u>	<u>Block</u>
Digital door entry quote	£1,675.88	£13,407.01
Preliminaries	£185.84	£1,486.71
Contractors on costs	£201.58	£1612.67
Acivico Professional costs	£111.42 £2174.72	£891.35 £17,397.74
Housing Management fees (10%)	£217.47	£1739.77
Total estimated cost	£2,392.19	£19,137.51

17 In its written submissions the Respondent explains that starting cost of £1,675.88 per Flat is merely the cost of the materials and labour. It has been agreed by the Respondent and its framework partners that certain costs at agreed percentages should be added to the base cost. These are as follows:

Preliminaries: These are to cover such matters as off site accommodation costs, depots storage facilities, supervision, security, health and safety and environmental protection and setting up contracts with sub-contractors. The respondent's bundle contains more detail of these costs.

Contractors on-costs: This represents the contractor's head-office management overheads and profit element in carrying out the project works and operating the framework agreement.

Acivico professional fees: Acivico are technical consultants (employed by the Respondent) in connection with project management, construction coordination, quantity surveying, construction engineering, architecture, contract administration etc. The Housing Department pay this fee as the work is done on its behalf.

Housing Management Fee: Although shown on the leaseholder calculation form, this sum will not in the event be charged to the Applicant, because of the provisions in the Lease. Accordingly the net sum of £2,174.72 only is claimed as the estimate for

The Tribunal's Determination

The entrance doors

- 18 It is clear from the written submissions of the parties that both of them wish the Tribunal to make a determination with regard to the entrance door costs. However, it appears to the Tribunal that, as no service charge has yet been demanded of the Applicant in respect of the entry door the Tribunal does not yet have the jurisdiction to make a determination under section 27A (1) of the Act. This is because section 27A (1) provides that an application may be made for a determination whether 'a service charge' is payable. The expression 'service charge' presupposes that a sum of money has been demanded in respect of the work done or other service provided. That is clearly not the case here. Similarly, jurisdiction does not arise under section 27A (3) of the Act because that sub-section confers jurisdiction in circumstances where the costs have yet to be incurred. In the present case the costs clearly have been incurred. Accordingly, the Tribunal determines that it has no jurisdiction at present to determine that part of the Application relating to the entrance door cost.
- 19 The above raises a procedural issue, because Rule 9 (2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ('the Procedure Rules') requires the Tribunal to strike out any part of the proceedings in respect of which it does not have jurisdiction. However, Rule 9 (4) states that the Tribunal may not strike out any part of the proceedings under Rule 9 (2) without first giving the parties an opportunity to make representations.
- 20 In accordance with the above Rules, the Tribunal therefore notifies the parties that it intends to strike out that part of the Application that relates to the entrance doors, but before doing so will consider any written representations of the parties received by the Tribunal by the date which is fourteen days from the date of this Decision. If the Tribunal proceeds to strike out part of the Application, such decision will take the form of a supplemental Decision containing the requisite order. It should be noted by the parties that despite the striking out from these proceedings the part of the Application relating to the entry doors, neither party is precluded from making a further application in respect of the same issue once a service charge has been demanded in respect of the entrance doors.

The general service charges

- 21 The Applicant has not challenged the right of the Respondent to collect a service charge in respect of any of the costs contained in the Service Charge certificates. In the absence of such a challenge, the Tribunal accepts the Respondent's submissions that the Lease contains the appropriate provisions for the collection of the service charges. The Tribunal notes in particular that the Lease does allow for the provision of improvements, which may therefore in principal be recovered under the service charge.
- 22 It appears to the Tribunal that the costs for each year referred to in the Application set out in the following table are those in respect of the day-to-day service charges which are the subject of the Applicant's challenges:

Service	Year	Block cost	Property	Contribution
Cleaning	2010/11	£583.84		£72.98
	2011/12	£544.20		£68.03
	2012/13	£1029.53		£128.69
	2013/14	£855.10		£106.89
Repairs	2010/11	£516.61		£64.58
	2011/12	£713.59		£89.20
	2012/13	£795.05		£99.38
	2013/14	£3369.96		£421.25
Reporting	2010/11		£16.33	£16.33
	2011/12		£16.42	£16.42
	2012/13		£16.99	£16.99
	2013/14		£18.26	£18.26
Major Works	2010/11			
	2011/12		£570.68	£570.68
	2012/13			
	2013/14			

- 23 The Applicant has, in the event only made challenges in respect of 2012/13 and 2013/14. She has referred to the year 2014/15 (which is mentioned in the Application) but no details of the service charge estimate for that year (other than the estimate relating to the door entry and associated works) were provided with either party's submissions. Accordingly, the Tribunal makes no finding with regard to the year 2014/2015. This means that the Applicant may, if she wishes, make a further application in respect of this year after the service charge certificate is issued.

Cleaning

- 24 The complaint from the Applicant is about the standard of the cleaning, as opposed directly to its cost. In fact the amount charged for the cleaning that is done has varied between the three years. The Respondent says that two cleaners are contracted to work at the Block for 1 hour 45 minutes each week. The Tribunal accepts that Respondent's submission as to this. Even in respect of the highest total, £1029.53 for the year 2012/13, the total equates to under £20 per week for the Block.
- 25 It became apparent to the Tribunal during the Inspection that the Block is quite difficult to clean, partly because of the deteriorating quality of the upper landing floors. However, a major cause of problems prior to the installation of the entrance doors was that the former doors were left propped open for much of the time, which meant that litter and general dirt blew in, and feral cats were able to gain entrance.
- 26 The Applicant says that there have also been problems with rodents, whilst the Respondent says that there are no reports of problems. The Tribunal is inclined to accept the Applicant's evidence as to this, as the Tribunal members were able to hear rodents in the roof space above the Applicant's Flat during the Inspection.
- 27 However, it is clear to the Tribunal that the issues as to cleaning are mainly in respect of the amount of cleaning that is done. If there were more visits the problems would be less, but the service charge would be higher. The Tribunal's finding, therefore is that the service charge in respect of the cleaning that is reasonably incurred and reasonable as to amount. The Tribunal therefore determines that the service charge

in respect of the communal cleaning are reasonable, as set out in the table at paragraph 22.

Repairs

- 28 The Application requests that the Tribunal makes a determination in respect of the years 2010/2011 through to 2014/15. For the reasons already set out, the Tribunal cannot make a determination for 2014/15. The repairs totals shown on the annual certificates for the remaining years are set out in the table at paragraph 22 and helpfully, the Respondent provided details of the repairs which made up the respective totals for each year. In her written submissions, however, the Applicant refers only to the years 2012/13 through to 2014/2015. The total for the repairs during 2011/12 is shown as £713.59 in the service charge certificate for the year. The Applicant has not made any challenge in respect of this year and accordingly the Tribunal finds the repairs total for the year reasonably incurred and reasonable as to the amount.
- 29 For the year 2012/13 the Applicant makes reference to 'severe damp and mould' in her property, and that she had to pay for work to the interior to try and improve conditions. It became apparent at the Inspection that much of the problems encountered by the Applicant arose because of a leak within the fabric of the Block to one of the rainwater pipes carrying rainwater from the roof. It is clear from an examination of the repairs records provided by the Respondent that, whilst the Applicant was experiencing problems in her Flat during this period, of the modest total of £795.05 for the year, there is only one item (involving a charge of £21.77) that refers to a water leak in the communal area. The remaining items are minor routine matters which are not challenged, and accordingly the Tribunal finds the total repairs charge of £795.05 for the year is reasonably incurred and reasonable as to amount.
- 30 The total for 2013/14 is much higher, at £3,369.90. From the schedule of charges making up this total provided by the Respondent, the Tribunal has highlighted the following items which appear to be relevant to the challenges made by the Applicant.

Date	Description	Cost
22/7	Communal lights not working - Flat 7	£42.85
28/7	Communal lights not working - Flat 7	£68.57
29/7	Communal lights not working - Flat 7	£51.44
1/8	Investigate water leak into communal lights	£32.45
1/10	Water leak in communal area	£27.36
13/11	Roof leaking first floor dripping to ground floor	£21.42
7/01	Roof leaking Mr Hussain roof above first floor, two storey	£26.85
7/01	Roof leaking - main communal roof above first floor; flat 2 storey.	£76.88
30/12	Communal lights not working; communal within maisonette (Mr Hussain)	£42.85
2/01	Communal lights not working, stair (Mrs Begum)	£42.85
6/01	Urgent roof leak requires attention Mrs Begum	£119.01*
6/01	Communal lights not working (Mr Hussain)	£31.38
8/01	Water leak in communal area near right hand entrance. Roof has started to collapse. Mrs Ferron	£592.16*
13/01	Communal lights not working (Mrs Begum)	£21.42
14/01	Communal lights not working (Mrs Begum)	£21.42
20/01	Communal lights not working (Mrs Begum) in Block (hallway)	£82.83
30/01	Communal lights not working (Mrs Begum) Main	£31.47

31/01	Communal lights not working (Mr Hussain) outside flat	£42.54
24/02	Electricians: rewire 2 nd to top floor/ fault find	£470.23*
3/02	Communal lights not working (Mrs Begum)	£42.85
7/02	Roof leaking water coming from roof 4 storey a number of flats affected, maybe coming from light well	£99.25
24/02	Test circuit and reinstate bedroom light Flat 2 (Mrs Ferron)	£0
Total		£1,988.08

In addition to the above, there is single, unexplained entry for 20th March 2014 of £1,011.07, described only as 'section 82'.

- 31 The Tribunal notes from the above table that there are many call out charges applied to the service charge account, most of which relate to the issue of the leak from the rain water pipe referred to above. The Tribunal approves the three accounts starred in the above table, as these appear to be actual accounts for putting right the problems reported. However, the Tribunal finds that the Applicant's complaints about the standard of the Respondent's service with regard to the problems she reported fell short of what is reasonable. There are too many callouts which did not result in positive action, but are nevertheless a charge on the service charge account. The Tribunal finds that for this year the callout charges listed in the table above are only reasonably incurred as to 50% of the amounts charged. The above table is reproduced below showing the Tribunal's reductions. The Tribunal also disallows the charge of 20th March 2014 of £1,011.07, described only as 'section 82' as unexplained, and on the balance of probabilities not relevant to the leaseholders, who are not affected by section 82 of the Housing Act 1985 (demotion from secure tenancy because of anti-social behaviour).

Date	Description	Cost	Adjusted
22/7	Communal lights not working - Flat 7	£42.85	£21.43
28/7	Communal lights not working - Flat 7	£68.57	£34.29
29/7	Communal lights not working - Flat 7	£51.44	£25.72
1/8	Investigate water leak into communal lights	£32.45	£16.23
1/10	Water leak in communal area	£27.36	£13.68
13/11	Roof leaking first floor dripping to ground floor	£21.42	£10.71
7/01	Roof leaking Mr Hussain roof above first floor, two storey	£26.85	£13.43
7/01	Roof leaking - main communal roof above first floor; flat 2 storey.	£76.88	£38.44
30/12	Communal lights not working; communal within maisonette (Mr Hussain)	£42.85	£21.43
2/01	Communal lights not working, stair (Mrs Begum)	£42.85	£21.43
6/01	Urgent roof leak requires attention Mrs Begum	£119.01*	£119.01
6/01	Communal lights not working (Mr Hussain)	£31.38	£15.69
8/01	Water leak in communal area near right hand entrance. Roof has started to collapse. Mrs Ferron	£592.16*	£592.16
13/01	Communal lights not working (Mrs Begum)	£21.42	£10.71
14/01	Communal lights not working (Mrs Begum)	£21.42	£10.71
20/01	Communal lights not working (Mrs Begum) in Block (hallway)	£82.83	£41.22
30/01	Communal lights not working (Mrs Begum)	£31.47	£15.74

31/01	Communal lights not working (Mr Hussain) outside flat	£42.54	£22.77
24/02	Electrics: rewire 2 nd to top floor/ fault find	£470.23*	£470.23
3/02	Communal lights not working (Mrs Begum)	£42.85	£21.43
7/02	Roof leaking water coming from roof 4 storey a number of flats affected, maybe coming from light well	£99.25	£49.63
24/02	Test circuit and reinstate bedroom light Flat 2 (Mrs Ferron)	£0	£0
Total		£1,988.08	£1,586.09 (Difference: £401.09)

- 32 The effect of the Tribunal's determination is to reduce the amount of £3,369.96 shown in the service charge account under repairs for 2013/14 by the sum of £401.99 and by a further £1,011.07 (total £1,413.06), to £1,956.90.
- 33 The Repairs reporting service is, strictly part of the overall cost of the repairs. The Applicant has not challenged the amounts specifically, however, and the Respondent has provided a detailed explanation as to how the system works. The amounts charged to the service charge account of the Applicant are very modest and the Tribunal concludes that these charges are reasonably incurred and reasonable as to amount.
- 35 The Applicant has also complained about the problems suffered as a result of anti-social behaviour by her neighbours over more than one year. However, this is not a matter the Tribunal has jurisdiction over. Similarly, the alleged loss of sales of the Applicant's Flat arising from this issue does not fall within the Tribunal's remit.
- 36 The Applicant has made an application for an Order under section 20C relating to the costs of the Respondent. The Respondent has made no submissions with regard to the section 20 C Application and accordingly the Tribunal finds it just and equitable that the Order is granted.
- 37 If either party is dissatisfied with this decision they may apply for permission to appeal to the Upper Tribunal (Lands Chamber). Any such application must be made to the First-tier Tribunal within 28 days of this decision (Rule 52 (2)) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

Judge W.J. Martin - Chairman