



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

- Case Reference** : **MAN/16UC/LSC/2021/0012 and 0015**
- Property** : **Various flats at 1-9 Schooner Street, Barrow in Furness LA14 2SQ; 2-12 Steamer Street (Including 1 & 13 Island Road), Barrow in Furness LA14 2QN**
- Applicant** : **Tuscola Capital Limited
(represented by Mr C Fain of Counsel)**
- Respondents** : **Various leaseholders (see Annexes)
(Participating Respondents represented by Mr K McDonald of Counsel)**
- Type of Application** : **Reasonableness of Service Charges
Section 27A and 20C Landlord and Tenant Act 1985
and Schedule 11, Paragraph 5A Commonhold and Leasehold Reform Act 2002**
- Tribunal Members** : **Mr J R Rimmer
Mr I James**
- Date of Decision** : **22nd July 2022**

DECISION

© Crown Copyright 2022

Order : The service charges relating to the subject flats at Steamer Street and Schooner Street, Barrow in Furness are to be considered reasonably incurred at reasonable cost to the extent determined by the Tribunal set out herein.

Application

- 1 The Tribunal has received an application from the Applicant in this matter under section 27A Landlord and Tenant Act 1985 for it to consider that the service charges demanded in respect of a number of flats within two large tenement blocks in an area of Barrow-in-Furness, Cumbria, are reasonably incurred at reasonable cost.
- 2 There are also ancillary applications under Section 20C of that Act and Schedule 11. Paragraph 5A Commonhold and Leasehold Reform Act for costs in relation to the proceedings to be excluded from future charges to be levied against the Respondents.
- 3 A considerable number of leaseholders oppose the application and have sought to engage with the Tribunal in consideration of the charges incurred for the years 2017 to 2021. The application originally related only to 2020 and 2021 but was expanded at a case management hearing to include the earlier years.
- 4 The Applicant is the freehold owner of the properties. It is a company registered in the British Virgin Islands and manages the flats through the offices of Regent PM Limited as managing agents. The Applicant's statements in the hearing bundle explain the devolution of the freehold upon the Applicant and the passing of management functions to the current management company.
- 5 At the hearing of these matters on 3rd and 4th February 2022 the Tribunal was informed that a Right to Manage company would be assuming responsibility for the management of the blocks within the very near future.
- 6 The properties that are the subject of this application are set within two large blocks that date from the Nineteenth Century, being based upon similar designs to Glasgow tenements dating from that era. The two blocks are, respectively, grade II and Grade II* listed structures. They are more fully described below. It appears to be accepted by all the parties concerned in these proceedings that they present serious challenges to whoever has the responsibility to maintain, repair and manage the structures in view of their age and current condition.
- 7 The structures are set in a large area of similar buildings offering similar accommodation in an area of Barrow-in-Furness known locally as "The Island" in close proximity to the current facilities of Bae Systems. The accommodation has no doubt housed extensive numbers of employees working in the naval

construction works of Vickers, Sons and Company (later Vickers, Armstrongs Ltd) and its predecessor, the Barrow Iron and Shipbuilding Company.

- 8 The principal issue between the parties, given the difficulties outlined above, is therefore the extent to which service charge expenditure incurred, or, in the final year, budgeted and proposed, is reasonable for what is required in respect of such structures. The Tribunal understands that the very considerable difficulties that relate to the management and upkeep of such structures are appreciated by all parties. The disagreement fundamental to all the concerns now to be dealt with relate to the manner in which this is to be achieved.
- 9 To assist the Tribunal 3 bundles of documents were agreed and provided by the parties. The first, a core bundle contained matters relating to the applications generally and relevant submissions, together with a “Scott Schedule” of those matters in dispute between the parties relating to particular aspects of the service charge, updated for the time of the tribunal hearing.
- 10 Two further bundles were provided, relating respectively to the Island Road/Steamer Street block and then the Schooner Street Block. Specimen leases for both being provided in the bundles.
- 11 An additional complicating factor has been the existence of an intermediate head-lease between the Landlord and the sub-leases of the individual flats to a company known as Tramore Limited. The landlord has sought to forfeit that lease on the ground that the intermediate lessee has failed to comply with covenants in the head-lease. Whilst such proceedings were in contemplation or process the landlord has sought to avoid any actions and interactions with the sub-lessees that might be regarded as a waiver of the right to forfeiture.
- 12 An outline of the relationship with the head lessee and the steps taken to seek forfeiture is provided in the two statements of the Applicant contained in the bundle.

The leases

- 13 It appears that all the sub-leases to the existing leaseholders follow a set template:
 - (1) Clause 3.1 contains a covenant to pay rent.
 - (2) Clause 3.2 contains covenants to pay the insurance rent, interim charge, service charge and extraordinary charge. This is notwithstanding that the definitions in clause 1.18 include the service charge within the definition of rent, as does clause 2.
 - (3) Clauses 5 and 6 of the lease impose, respectively, obligations upon the landlord in respect of the insurance of the building and then the maintenance upkeep repair and associated costs.

- (4) Schedule 5 then deals with the manner of payment of the charges by the sub-leaseholder being the charges in the current year's budget (the interim charge) or the final amount after the account is settled (the service charge, including any additional extraordinary charge)
- (5) Those items being clarified where appropriate within the definitions in Clause 1.

The law

- 14 Section 18(1) Landlord and Tenant Act 1985 ("The Act") provides the definition of a service charge as ...
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, improvement, 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

- 15 The law relating to jurisdiction in relation to service charges, falling within Section 18, is found in Section 19 of the Act which provides:
 - (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 provision of services or the carrying out of works, only if the services or works are of a reasonable standard.

- 16 Further Section 27A Landlord and Tenant Act 1985 provides:
 - (1) An application may be made to a (First-tier 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

and the application may cover the costs incurred in providing the services etc and may be made irrespective of whether or not the Applicant has yet made any full or partial payment for those services (subsections 2 and 3)
 - (4) No application under subsection (1)...may be made in respect of a matter which-
 - (a) has been agreed or admitted by the tenant

- (5) but the tenant is not to have been taken to have agreed or admitted any matter by reason only of having made any payment

17 Section 20C Landlord and Tenant Act 1985 provides that:

- (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... the First-tier Tribunal... are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application
- (2) The application shall be made...
 - (ba) in the case of proceedings before the First-tier Tribunal, to the Tribunal
- (3) The...tribunal to which the application is made may make such an order on the application as it considers just in the circumstances.

18 Paragraph 5A of Schedule 11 Commonhold and Leasehold Reform Act 2002 provides that:

A tenant of a dwelling in England may apply to the relevant court or tribunal for an order reducing or extinguishing the tenant's liability to pay a particular administration charge in respect of litigation costs

Inspection

- 19 Notwithstanding the current pandemic. the Tribunal was of the view that such was the nature of the two buildings under consideration and the apparent difficulties they presented to both landlord and tenants it was essential for the Tribunal to have as comprehensive an understanding as possible of the present situation.
- 20 Following the hearing of these applications it arranged to view the exterior of the buildings on the morning of Friday 18th February and did so in the company of Mr Clifford Simons of Regent PM Ltd and Ms Carolanne Turner of Acorn property rentals Limited, a letting agency acting for a number of leaseholders.
- 21 The Tribunal found that the subject properties were contained in two tenement blocks constructed in the style of many 19th Century Glasgow tenements (the architects themselves being proficient in that vernacular style). They form the east and South sides of a rectangle comprising in total 8 such blocks.
- 22 Construction is primarily of common brick under slate roofs. Each structure is of 4 storeys with separate concrete staircases and landings giving access to two flats on each floor, they being lettered A-H on each staircase. Those at the North and South extremities of the easterly structure on Island Road being 1 and 13 Island

- Road and those between being 2-12 Steamer Street. All staircases in the other block are numbered in Schooner Street.
- 23 1 and 13 Island Road have retail units on the Ground floor and contain 3-bed flats. All other units in both structures are 2-bed flats. Although constructed originally without bathrooms, the substantial 4 storey outriggers to each tier of flats have been converted to such accommodation.
- 24 Although they are large buildings in their own right both those within the Application and the others nearby are dwarfed by the nearby Devonshire Hall and other dockyard facilities.
- 25 The block comprising the Schooner Street flats is similar in nature, but smaller (containing 78 flats) and without the retail premises at the corners of the building.
- 26 As has been pointed out above, the structures present continuing challenges with regard to their maintenance and repair. The Tribunal noted particular issues during the course of its inspection:
- (1) Guttering was defective in places and evidence of water overflow was apparent on the front walls.
 - (2) Downspouts appeared to be similarly affected and corroded in places.
 - (3) The concrete staircases were open to the elements and iron railing balustrades were corroding in many places and fracturing the concrete steps.
 - (4) Subsidence was causing a gap between the stairway and ground level at the bottom of a number of staircases.
 - (5) Although some of the small courtyards at the bottom of a number of stairwells had been re-laid others had not and these showed evidence of subsidence and uneven ground.
 - (6) Some courtyards lacked any fencing or railings to establish boundaries with the footpath and evidenced fly-tipping and abandoned household items.
 - (7) Brickwork showed evidence of spalling and decayed pointing in places.
 - (8) Issues had been found with the drains and remedial work identified, some of which had been carried out.
 - (9) Windows were considered by the parties as requiring significant attention and replacement.
- 27 The Tribunal would suggest that these observations are supported by the photographic evidence supplied with the submissions from the Respondents and the copy documentation provided in relation to the enforcement of housing standards by the local housing authority.

The submissions and evidence

- 28 The Tribunal received lengthy and extensive statements from the Applicant in relation to both the Steamer Street and the Schooner Street blocks, largely providing the similar information, and setting out the difficulties that had long existed in relation to management of the blocks and a history of trying to balance the cost of works as against poor rental returns for the sub-lessees and repeated shortfalls in service charge payments.
- 29 Service charge accounts were provided for the years ending 31st March 2017, 2018 and 2019, together with the budgets for the years 2020 and 2021. For reasons set out in the statements in relation to the relationship with the head lessee no payments were sought on account, as otherwise allowed for in the lease, for 2018 or 2019, but then resumed.
- 30 Specific issues highlighted were:
- (1) The report of Jubb and Jubb, surveyors as the need to strategize repair and maintenance, rather than “firefight”.
 - (2) The two large scale repairs programmes for drains and for general works as a consequence thereof that would need to be the subject of consultation under Section 20 Landlord and Tenant Act 1985 and
 - (3) Rapidly rising insurance premiums.
- 31 Thereafter the Applicant provided a breakdown of the various heads of expenditure and cost incurred, or budgeted, for the years under consideration and the relevant clauses under the lease that it believed enabled those charges to be collected with in the service charge.
- 32 The Respondent provided a statement of case in response, supported by 3 witness statements. It contained the following views.
- (1) Notwithstanding the various changes of freehold owner and manager they were respectively organs of the same controlling minds since 2012.
 - (2) The buildings themselves evidence an almost complete lack of repair and maintenance in that time
 - (3) Previous suggested plans for remedies had come to nothing.
 - (4) The dispute between landlord and head lessee resulted in 28 months of lack of contact with the sub-lessees, resulting in them financing work themselves.
 - (5) There was a resulting lack of faith in the freeholder and manager to operate in a way that ensured the sub-lessees trust in the management process, exacerbated by what were perceived failures to collect funds from existing mandates and operate a proper scheme of management.

- (6) A “Scott Schedule” of challenges to specific elements of the service charge was annexed to the statement of case.
- 33 One of the witness statements provided in support, that of Mr Imtiaz Farookhi, expands upon those general submissions with reference to two reports from 2017 (Edwin Thompson LLP) and 2019 (Jubb & Jubb) that indicated the considerable work required to the buildings and with which the sub-leaseholders considered that they had sought to engage with the freeholder and manager, but which led to little progress. The statement also provides views upon those specific service charge issues raised in the Scott Schedule.
- 34 The statement also refers to the issues relating to the failure to collect service charges during 2017-19 and utilise direct debits in place as contributing to the state of the service charge accounts and lack of funds.
- 35 Thereafter reference is made (in paragraph 10) to a number of issues that to Mr Farookhi’s view amounted to questionable management actions which had apparently taken place more recently.
- 36 Different perspectives upon largely the same issues are provided by a statement from Beverley Anne Carson who is a director of Sorella Group Limited, a letting and management agent for a number of the sub-lessees. A further statement was provided by Luke Haslam, a Chartered Surveyor. No application had been made to admit expert evidence, to the Tribunal as envisaged by the directions provided on 8th April 2021.
- 37 The Tribunal, has, however, felt able to dispose satisfactorily with this matter on the information otherwise provided by the parties and its own expertise without the necessity to admit that evidence.
- 38 On behalf of the Applicant Mr Simons from Regent PM management provides a response which sets out 4 points.
- (1) There are large elements of the service charges that are not disputed and should therefore be paid
 - (2) The Applicant’s views upon those elements of the charge that remain in dispute are appended to the Scott Schedule
 - (3) Further explanation of such views are provided on an item by item basis
 - (4) Other matters raised by the Respondents can be identified as having no relevance to the issue of the reasonableness and payability of such charges as are in dispute and should therefore be disregarded.

The hearing

- 39 The Tribunal was able to hear from the parties in support of their respective cases at a two-day video hearing held on 3rd and 4th February 2022. The Tribunal was

advised during the course of this that the actual income and expenditure accounts for the year to 31st March 2020 were now available and that those for the year to 31st March 2021 could be made available at short notice,

40 This information would be of considerable assistance in informing the Tribunal of a more up to date position than that provided by the budgets for those two years that had originally formed part of the Applicant's original case.

41 Whilst those applications were based upon those budgets it was possible for the Tribunal to consider the actual and budgeted expenditure for all the years, in conjunction with the Scott Schedule and the information provided by the parties in relation to this from a more informed perspective with the updated information.

42 The Tribunal was therefore able to proceed with a full consideration of what was already before it and thereafter issue further directions as to the provision of the two sets of accounts now available and relevant written observations thereon by the parties. It was not until a little later that the final position could be considered after those further submissions were received.

43 The Tribunal was indebted to both Counsel present for the assistance provided in concentrating the minds of all present to the issues towards which the attention of the Tribunal should properly be drawn.

44 For the Applicant, Mr Fain set out some initial observations in support of his case:

- (1) The essential principles to consider were quite simple,
 - (a) Where the costs in question reasonable?
 - (b) Are they properly budgeted, or accounted for?
 - (c) Are they recoverable as service charges under the terms of the lease?
- (2) The history of the difficulties with the head-lessee from the time the Applicant's predecessor acquired the freehold, together with the forfeiture proceedings in respect of that lease and its implications for active pursuit of outstanding service charge payments during that time were outlined
- (3) The Tribunal should bear in mind the Lands Tribunal decision in the case of *Continental Property Ventures V White (2006)* as to separating out previous lack of repair and maintenance from the need to properly and reasonably incur costs later in effecting such repairs as are necessary now.

45 The view of the Respondents was that although there was an obligation upon the Tribunal to consider actual and budgeted expenditure the issues with regard to historical neglect could not be overlooked as they informed the Tribunal as to what was likely to be reasonable expenditure in the context of what would be achievable for the benefit of the buildings.

- 46 Furthermore the reasonableness of costs incurred and to be incurred should be measured against the benefits obtained from previous expenditure which were now simply being repeated without progress being made. Concern was also expressed as to the nature of services provided during the period of the dispute with the head lessee between 2017 and 2019, particularly in relation to communication between the managers and the leaseholders, the extent of work undertaken and the collection of funds for the service charge accounts.
- 47 As already noted above, it was also appreciated by all parties that the buildings presented a considerable number of issues relating to their management and repair by reason of their age, construction and layout, together with the social and environmental issues experienced from localised anti-social behaviour and low level criminality which nevertheless impacts in a negative way on the occupants of the flats. Listed Building Status also impacted upon what might be done and how.
- 48 The Tribunal was also informed that an application had now been made under the “no fault” right to manage provisions of the Commonhold and Leasehold Reform Act 2002. This was likely to reach a conclusion when management transferred to a Right to Manage Company in April 2022.
- 49 Thereafter the representations made to the Tribunal reflected what might be termed the philosophical and pragmatic issues that surrounded the actual charges that were now sought to be recovered. Philosophical in the sense of how effective and realistic was the balance achieved between proposed expenditure and the likelihood of it being achieved within the terms of the current and proposed contributions to the service charge fund. Pragmatic from the point of view of an examination of the expenditure on an item by item basis of those matters identified in the Scott Schedule as still being in dispute.
- 50 On behalf of the Applicant, Mr Fain addressed the first point from the position that whilst it was accepted that difficulties with funding would always reflect what was ultimately possible, it should be remembered that the 2017 to 2019 expenditure reflected actual costs incurred and as such did not represent proposed costs, but what had been needed to support the buildings. Insofar as they represented actual costs they warranted considerable consideration before any finding they might be unreasonable.
- 51 He accepted the position that the proposed costs for 2020 and 2021 were in the form of budgets for those years, but, again, those budgets were not unreasonable for what was necessary in respect of the buildings. They were considerably higher than the actual costs in the preceding years. They were nevertheless a reasonable assessment of what would be needed to maintain the building, particularly given the two significant proposals, based upon sound professional assessments. as to what was required in respect of the drains and the exterior of the buildings.

- 52 The counter view of the Respondents, through Mr McDonald, was that while actual expenditure may have been incurred, or would continue to be incurred under the several heads of charge within the accounts and budgets they did not represent reasonable value in terms of what was being achieved year by year in the efforts to maintain the buildings to a reasonable standard.
- 53 Particularly concerning were the proposals within the latest budgets for considerably larger amounts to be sought against a background that suggested, based upon reports and surveys not previously acted upon, that there was little or no prospect of implementation of the plans for which the funds would apparently be directed.
- 54 The Scott Schedule provided the more concise views of the parties in respect of itemised aspects of the charges.
- 55 The Schedule is found from pages 260 onwards in the core bundle of documents provided. On the preceding page the Applicant provides a summary of the amounts that were no longer in dispute in relation to both Steamer Street and Schooner Street in a total amount of £320,483.97.
- 56 The Scott Schedule tabulates the charges for each year in respect of each of the two buildings and provides the comments of the parties. In some cases there is no issue raised with particular elements of the service charge for either building in any of the years. Other elements are challenged entirely, or, for some years only, in relation to either or both buildings.
- 57 Bank Charges
These range between £309.20 and £43.01 for Steamer Street and £215.43 and £47.27 for Schooner Street (with budgeted estimates for 2021). The explanation given that they are costs actually incurred for 2017-20 appears to be borne out by evidence to the effect that they are verifiable charges. Whilst it appears that as between Steamer Street and Schooner Street there is no proportionate distribution of the costs between the two buildings the Tribunal considers it neither appropriate nor proportionate to interfere with the amount of the charges. There is no specific challenges to the amounts, rather than the principle of the charges and they do not appear in anyway disproportionate to total amounts and transactions no doubt passing through the bank.
- 58 Cleaning of common parts
There are no charges raised in the 2019 or 2020 years, but they appear in the 2017, 2018 and 2021 budget. The Applicant's position is that the services were provided up to 30th September 2018 after which time the contactor could not provide evidence of continued work. In any event the services were stopped during the period of the dispute with the head lessee and it was then proposed to re-engage contractors for 2021 and an estimated amount provided in the budget.

- 59 The landlord submits that the amounts in question that are claimed for 2021/18 are properly vouchered and represent a reasonable charge for the work required in relation to the open stairways (13 in total) and the courtyards in respect of each. The Respondents challenge the extent and regularity of the work carried out.
- 60 Finance charges
These arise in each year, except 2020, for each of the buildings. The principal reason for them is the need to finance the payment of the insurance premiums in relation to each building when the service charges collected are not able to meet the cost immediately as they arise. The finance is provided directly by the person who is believed to be the principal shareholder of the landlord.
- 61 Notwithstanding that connection the Applicant suggests that the charges are reasonable in that it is essential that insurance of the buildings is maintained. The nature and extent of the structures will always result in extensive premiums which cannot be financed immediately from the service charge funds. It is considered that the charges are such as to match commercial rates used by insurers when providing similar funding for instalment payments for premiums. The amounts vary year by year according to what funding was required and do not appear at all in the 2020 accounts
- 62 The Respondents hold the view that the charges are incurred as a result of the management of the building and failing to deal with the various issues in either an effective or timely way, resulting in insufficient funds in the service charge accounts.
- 63 Management fees
These fees are a major bone of contention between the parties. They fall to be considered in two parts
- 1) General management fees for usual management business. They are raised in respect of both buildings for each of the 5 years in a total amount of some £175,000.00
 - 2) Additional fees for additional management functions, particularly in relation to the schemes for major works proposed within the 2020 and 2021 budgets. They occur in respect of Steamer Street in 2019, 2020 and 2021 in amounts of £1049.45, £1950.00 and £20,000.00 respectively. For Schooner Street there is a single amount of £12,000.00 for 2021
- 64 The Applicant is of the view that the general management charges reflect a commercially acceptable rate for block management by a professional managing agent, assessed on the basis of a flat fee per flat and not on a percentage of the costs of other services. In terms of cost per flat unit the charges reflect value for money. If the Respondents accept that throughout the years in question certain elements of the actual or budgeted costs are acknowledged it must be the case that there has been some management taken place,

- 65 The Respondents suggest management is poor. Although the properties reflect a challenging environment the services involved are neither complex, nor particularly extensive in terms of the number of heads of charge that the work embraces. The management has, however, been ineffective and has not been of a reasonable standard. Reference was made specifically to the lack of effective response to leaseholder complaints, the time taken to produce a plan for the maintenance and repair of the buildings after a number of reports that were not acted upon and the perceived lack of any significant management at all between 2017 and 2019.
- 66 The Applicant did point out that notwithstanding the very limited engagement with the leaseholders in those years the buildings were being managed and services were being provided without direct contact with leaseholders.
- 67 The further management charges were levied in relation to two specific plans for major works. Firstly in 2020 and 2021 for work in connection with managing a programme in relation to drains in Steamer Street and 2019 in respect of Schooner Street. Thereafter there is a further major works programme in 2021 in respect of both buildings.
- 68 So far as the drain work is concerned the amounts relate to the extra work, over and above general management carried out by the managing agents in relation to compliance with the consultation requirements of Section 20 Landlord and Tenant Act 1985.
- 69 The 2021 works proposed are more extensive and the management again relates to dealing with the Section 20 process and the associated specification and contractual issues thereafter.
- 70 The fundamental objections from the Respondents to these charges are firstly that they should be encompassed within general management as part of work that is expected to be carried out by a manager and secondly that the major work plans are unreasonable bearing in mind the track record of the manager to act upon the contents of previous reports, the foreseeable problems that would be encountered with funding and the overtaking event of management passing to a Right to Manage Company.
- 71 Legal fees
An amount of £9,150.95 appears in the schedule in relation to Steamer Street in the 2017 accounts. The amount in respect of Schooner Street for the same year is £6,302.05. The Applicant accepts that by far the most substantial element of those costs relate to forfeiture proceedings against the head lessee. The Applicant justifies their inclusion in the service charge by reference to clauses 3.19.2 of the Respondents' underleases in its statement from Mr Simons of 6th September 2021 and further reference in the schedule to clause 6.13 of those leases.

- 72 Clause 3.19.2 (at page 349 in the core bundle) provides for the recovery of costs on an indemnity basis for
The preparation and service of a notice under section 146 of the Law of Property Act 1925 or incurred by reason of or in contemplation of proceedings under sections 146 or 147 of the said Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the court.
- 73 Furthermore, these charges are justified by the Applicant on the basis that Clause 6.5 (at page 351 of the bundle) allows the recovery of costs in respect of
Employ(ing) all such surveyors, builders, architects, engineers, tradesmen, accountants, solicitors or other professional persons as may be necessary or desirable for the proper maintenance safety and administration of the building.
- 74 The view of the Respondents was that the clauses to which the Applicant refers are not to be interpreted as allowing costs of forfeiture relating to the head lease to fall upon the sub-lessees. Alternatively, if they were recoverable in principle, the actual charges were excessive and not backed by invoices or other cost breakdowns to justify the amounts in question
- 75 Repairs and maintenance
This is challenged in the year 2020 in respect of costs for Steamer Street of some £805.00 and for Schooner Street for £195.52. the Respondents' objections appear to be in relation to the absence of invoices, but that appears to be rectified by those invoices appearing in the respective bundles for the two properties.
- 76 Out of hours service
Although repairs and maintenance generally as elements of the service charge are not disputed the out of hours service is subject to challenge. The charges appear in the years from 2017 to 2019 but not thereafter.
- 77 The dispute does not appear to be in relation to the existence of the service, but rather its effectiveness and responsiveness to matters that were referred to it. The extensive witness statement of Beverley Carson sets out at some length the issues in relation to the engagement of the manager with repairs and a lack of response. In the context of repair costs being accepted by the Respondents the challenge must be seen to refer to the responses provided before work was carried out, or that repairs were not carried out and therefore no cost incurred.
- 78 The Applicant stresses that the service was provided and it was assistive in ensuring that matters that were urgent to the occupiers of the building were attended to.
- 79 Reserve fund
Charges in respect of the accumulation of reserves towards future cyclical costs are frequently a bone of contention and may be examined where they fall to be collected as service charges (rather than by reference to purchase price on any

assignment of a lease). They appear here in every year except for 2018. They amount to £100.00 or thereabouts per flat in 2017 and to £200.00 per flat in the three years from 2019 to 2021.

80 The Applicant contends that their inclusion is simply prudent management in making provision for significant costs that are likely to occur whilst the Respondents suggest that set against the background of the way in which the properties have been maintained the funds are not likely to be utilized and simply remain as an accumulating fund in the Applicant's accounts.

81 Surveyor's fees

These appear in the 2017 and 2019 accounts for Steamer Street in amounts of £4,299.30 and £2,716.38. The budget for 2021 contains a further amount of £10,800.00 referred to as professional fees in the Scott Schedule, but described by the Applicant in the narrative as being Building surveyors' fees for the major works projects. For Schooner Street there is an amount of £4057.98 for 2017 and a further £1,879.86 in the 2019 year, with £10,000.00 in the 2021 budget.

82 The Respondents suggest that £720.00 of the £4,299.30 relate to work in respect of the forfeiture proceedings against the head lessee. There are in fact two such amounts, appearing in the bundle for Steamer Street at page 445 and for Schooner Street at page 416, and the balance of the 2017 and 2019 entries relate to professional reports that have not been acted upon and were therefore not reasonably incurred. The later budgeted amounts are challenged as being excessive in amount and unjustified against the record of past inactivity, particularly in the light of the imminent change of management regime.

83 The Applicant rejects the matters raised by the Respondents on the basis

- There is no work charged in the 2017 account for £4,299.30 that relates to the forfeiture proceedings.
- Although the reports were not originally acted upon to the extent they might have been in order to commence significant work, they provided a particular insight into the difficulties presented by the properties and a pathway through the difficulties relating to the buildings that was utilised in making judgements as to repair and maintenance subsequently
- The budgeted amounts in 2021 represented a bona fide attempt to provide a cost basis for some works that were intended to be undertaken to put those previous reports into effect and it was not appropriate to stay such plans on what was then an unclear basis for the Applicants putting forward a scheme to take over management at some future point.

- 84 Security
These charges arise in 2020 in an amount of £13,508.18 in relation to Steamer Street , with a further budgeted amount of £16,000.00 for 2021. For Schooner Street the amounts are £9,673.88 in 2019 and £11,500.00 in the 2021 budget.
- 85 The Respondents argue, quite simply, that it is unreasonable to instigate this service and to start levying charges for its provision on an arbitrary basis, not having provided it previously.
- 86 The Applicant indicates that it was a service provided to deal with particular issues arising from increased anti-social behaviour arising at the time and which ceased after a period of approximately 3 months. It was then budgeted for in 2021 in case those issues, or similar ones, arose again.
- 87 Additional services in the 2021 Budget
A number of additional items appear in the 2021 budget in relation to both buildings that are not present in the earlier years. In relation to these the Respondents seek to challenge their reasonableness, primarily on the basis that they have not appeared previously and it is unreasonable to seek to impose them now (for example the provision of a caretaker and associated office and support services) or that the amounts for which provision is made is excessive given expenditure on similar items previously (pest control, or the £80,000.00 provision for repairs in respect of Steamer Street and £50,000.00 in respect of Schooner Street, with a further amount of £28,000.00 in respect of drainage works). A budgeted amount of £1,500.00 for refuse removal is also challenged on the basis it is required because of the lack of appropriate action earlier by the Applicants manager.
- 88 The Applicants argue that the budgeted expenditure reflects what is now needed to be done in respect of two sets of major works, together with a reasonable plan to deal with problems identified with the upkeep of the buildings: a caretaker to provide a regular presence at the site, a means of tackling the anti-social issues surrounding fly-tipping and a solution to associated vermin infestation.
- 89 As the service charge accounts for 2021 were in the process of being finalised at the time of the hearing it was conceded that a check upon the reasonableness of the budget could be provided by comparing the budget against this actual expenditure. This would provide the Tribunal with an assistive way of considering that issue of reasonableness. The Tribunal therefore provided directions for the submission of those accounts and provision of opportunities for both parties to comment upon them.
- 90 The actual expenditure is to be found in the additional bundle supplied to the Tribunal. It is not proposed to set out at length here the many variations between this and the budget, but it is clearly possible to contrast the two by reference to the budgets for Steamer Street and Schooner Street provided in the Scott Schedule.

- 91 The Tribunal notes the observations made above on behalf of the Applicant that the preparation of the budget pre-dates any intimation that an application to exercise the right to manage might be made at some point during that service charge period.
- 92 The Tribunal must also remind itself that the reasonableness of a budget must be considered at the time at which it is formulated and not against the subsequent situation in which the expenditure was actually incurred. It also notes that the documentation that might support a budget will be somewhat less than if considering actual expenditure by reference to invoices and payments.
- 93 Following the hearing the Tribunal determined that it would be appropriate for there to be an inspection of the two buildings and this took place on Friday 18th February 2022. Although this coincided with the arrival of a severe North Atlantic Depression the members, accompanied by Mr Simons and Miss Turner of the Sorella Group which acts as agents for a number of the Respondents. Notwithstanding the conditions the Tribunal was able to spend a considerable time on its inspection and explore the context of those matters raised at the hearing.
- 94 Thereafter it was able to reconvene to consider all that it had read in the submissions, including those made in relation to the 2021 account, heard at the hearing and seen at the inspection.

Determination

- 95 The Tribunal must state that the decisions that it has reached are made against a background which is an extremely difficult one for the Landlord, the manager and the sub-lessees who are the Respondents to the Application. The Tribunal re-emphasises that the two blocks at Steamer Street and Schooner Street present immense problems in relation to their management and upkeep. The wider area in which they are situated would appear to present equally difficult problems from the perspective of social deprivation and low-level anti-social behaviour that affect the quality of life for occupants and present significant difficulties to improving, or even maintaining, the immediate environment. This is apparent from what can be read in the documents provided to the Tribunal and what it saw on its inspection.
- 96 It is against that background that the Tribunal has sought to consider the reasonableness of what the landlord, through its manager, has considered it appropriate to expend upon the provision of services to the properties. It is not, in the first instance, considering the perceived failings of both those parties in the provision of what might otherwise have been considered appropriate. Such matters may be appropriate to consideration of some of the heads of charge if they have affected what might be considered reasonable subsequent expenditure,

but it is primarily what has actually been spent that is the subject of the Tribunal's legitimate enquiries.

97 With those observations in mind it is informative to look at the overall picture relating to the provision of services to the properties. There are a relatively limited number of heads of charge for which the Respondents are required to make payment and many of those are not the subject of dispute between the parties, even in relation to some items of considerable expense.

98 It is useful to identify those items that are not in dispute or where there is agreement in part. The Schedule itself shows the amounts of such costs within the total service charge accounts, but it is useful to list them:

- Accountancy fees
- Electrical safety
- Electricity costs to common parts
- Emergency lighting
- Gardening and landscaping (very limited)
- Insurance
- Repairs and maintenance (in part)
- Insurance valuation
- Asbestos risk assessments
- Drainage works in 2017
- Rubbish removal (Schooner Street 2017)

99 The budgeted cost in 2021 for a communal TV aerial appears to be accepted in relation to Steamer Street, but not Schooner Street. The Tribunal struggles to understand this and will seek further clarification if this remains an item of concern at the time this decision is published.

100 The heads that are disputed are:

- Bank charges
- Cleaning of common parts
- Finance charges
- Legal fees
- Management fees (both generally and for further specific works)
- Out of hours service
- Reserve fund contributions
- Surveyors' fees
- Security

- Repairs and maintenance (in part)
- Items in the 2021 budget for caretaker costs, pest control, professional fees and refuse removal.

101 Of those that are in dispute the Tribunal is of the view that a number may be dealt with fairly shortly on the basis of the information provided by the parties and their submissions in relation to them:

102 Bank Charges

The Applicant indicates that they have been examined by the auditor and are actual charges payable to a third party. They do not appear to be unreasonable in relation to the funds to which they relate. There is no evidence to suggest that they are related to any mismanagement issues. The Tribunal considers them to be reasonably incurred at reasonable cost.

103 Cleaning of common parts

The cleaning relates to the open access stairways to the six flats on each stairway and the courtyard areas at the foot of each of those stairways. The Applicant acknowledges that the work was only carried out until 30th September 2018. The cost over a full year in respect of Steamer Street was £6328.80, about £1.20 per week per flat. For Schooner Street the proportionate amounts are only very slightly higher.

104 On the basis of what the Applicants say about the failures of the contractors in 2018 and the Respondents' views as to the service that they felt they experienced there was quite obviously a failure in the continuing provision of an effective service. The Tribunal is, however, of the view that the amounts actually charged, when broken down as above and bearing in mind the nature of the stairways and courtyards open to the elements, are not unreasonable over the period for which the charges are made.

105 Finance Charges

It is the Tribunal's view that whenever a party to proceedings is shown to have entered into a transaction with a closely connected entity that involves a charge to the payers of service charges then that party leaves itself open to criticism. The Tribunal is satisfied that such a close connection exists here. However, the finance is clearly required to provide for the proper insurance of the buildings at times when the funds held are insufficient to meet the premiums to be met. Without this insurance very serious difficulties would arise for sub-lessees.

106 The experience that the Tribunal has encountered on many occasions in similar situations, when it sees such amounts in question, leads it to the view that they do not appear to be excessive for the level of funding likely to be required and do not seem to be disproportionate compared to market rates for funding such shortfalls or arranging premium payments with an insurer by instalments. The balance suggested by the evidence and submissions made is that the charges are reasonable in the circumstances in which they were incurred.

107 Out of hours service

Although this is a clearly contentious issue between the parties and the perceptions of both the efficacy and usefulness of the service is viewed differently by the Respondents and the Applicant, the Tribunal is satisfied that the service was provided, in those years in which a charge is made, and use was made of it by occupiers. The Tribunal seeks to balance the cost against the effectiveness of the service. It has considerable experience of such a service and it is not minded to consider that in seeking to ascertain that balance it is unreasonable. Provision could have been better and responses could have been achieved to better effect, but that which was provided was reasonable. Reference should, however, also be made to the tribunal's views upon the management of the scheme set out below.

108 Security

The Tribunal is satisfied, from all that it heard from the parties and read in the submissions, that these properties have suffered extensively from anti-social behaviour, fly-tipping and other persistent nuisances that might be described as low-level criminality, but which for the Respondents and their tenants detract very considerably from their investments on the one hand and their quality of life on the other. It was a right and proper decision to make provision, expensive though it may have been, to try to lessen the extent and impact of such behaviour. It also appears to have met with some success whilst in place. The service was warranted and in the circumstances the costs were reasonable. The Applicant appears to have tried to effect some balance between the cost and the extent of the provision,

109 Reserve fund

Provision is made through a reserve fund within the service charge for items of cyclical expenditure to avoid, or ameliorate, the considerable costs might otherwise be passed directly into the annual service charge for the year in which the costs arise by spreading them across other years. For buildings such as these subject blocks those costs could be extensive and likely to fall with some frequency given their age and condition.

110 The Tribunal is satisfied that the charges levied are reasonable in the circumstances. Indeed, the experience of the Tribunal would suggest that the amounts in question may be low when compared to such expenditure as is likely to occur and it may well be a matter for the new management company, if the change has proceeded, to re-assess in the near future.

111 Repairs and Maintenance

This item does not require any further comment in the light of the observations at paragraph 75, above.

112 There are then a number of other items where the Tribunal has very considerable concerns as to whether or not the costs have been reasonably incurred, or, if the

costs were incurred for a good reason, whether the amounts themselves are reasonable.

113 Legal fees

The invoices for these are to be found in the bundle relating to Steamer Street. There is one invoice for Steamer Street at page 451 in an amount of £48.00 which is not disputed. It relates to recovery proceedings against a sub tenant of a particular flat. (There is even one in this bundle, at page 352, relating to a lease of a completely different property in another part of the country.)

114 Preceding this are 4 invoices totalling, with VAT, £15,405.00 from SLC, Solicitors advising that they relate to:

Forfeiture – Schooner Street and Steamer Street, Barrow in Furness

Professional fees for services in connection with the above...

£57.00 relates to disbursements for a bank transfer and land registry fees. They are represented in the accounts for Steamer Street in an amount of £9,150.95 and for Schooner Street in an amount of £6302.05. this is a total of £15,453.00 (therefore including the accepted amount of £48.00).

115 It is clear to the Tribunal that these relate to work carried out in relation to forfeiture of the head lease. Paragraphs 70 and 71, above, set out the provisions within the sub-lessees leases relating to the charging of fees; firstly in relation to forfeiture proceedings; secondly in relation to the maintenance, safety and administration of the building.

116 So far as forfeiture proceedings are concerned the Tribunal is satisfied that in the context of clause 3.19 as a single entity it deals with the relationship between the parties to that lease as a demise of the relevant flat to the sub-tenant and the relationship within that lease to matters that might arise between them. It does not, in the view of the Tribunal, extend to costs in relation to actual, or contemplated, forfeiture proceedings that relate to the relationship between the overall landlord and its head lessee. Similarly, the solicitors are not employed in connection with the maintenance, safety and administration of the building(s), but in connection with proceedings against the head lessee the conclusion is that they are not recoverable as part of the service charges of the sub-tenants.

117 Surveyors' fees

There are two matters to consider from what is set out above in the counter arguments of the parties (paragraph 80 onwards):

- Do the two amounts £720.00 relate to the forfeiture proceedings against the head lessee (and fall to be considered in a similar way to the legal costs)?
- Are the other charges reasonable in the light of any element of duplication and/or the lack of use allegedly made of them.

- 118 The Applicant advised the Tribunal that no surveyors fees relate to the Section 146 notice issued. The Tribunal is drawn to the conclusion that such a statement is, at best, mistaken. The two invoices from Jubb Chew clearly refer to instructions in respect of dilapidations and discussions with solicitors. They are disallowed.
- 119 The Tribunal then notes in relation to the second question that the situation appears to be that shortly before the accounting years being considered there is a report obtained on the condition of the buildings from Edwin Thompson (2015). The Tribunal agrees with the position adopted by Mr Farookhi that no action appears to be taken upon any recommendations or findings within that report. There is then a report obtained in 2017 from Jubb and Jubb. Again, it appears not to lead to any actions on the part of the Applicant or manager. In 2019 there is a further report from Jubb Chew. There is again no action. The Tribunal will refer to this again when considering the 2021 budget.
- 120 The conclusion to which the Tribunal is drawn is that the charges for 2017 and 2019 in respect of surveyors' fees are not justified. The Tribunal notes that any difference in the nature of the reports is not made clear and the instructions to the surveyors are only alluded to in the documents supplied in the bundles. The Respondents are entitled to ask what has been gained from these reports and entitled to the Tribunal's answer. Apparently nothing. They may indeed be useful in providing information, but that is not acted upon.
- 121 Management Fees
The Applicant, through its manager, charges its basic management fees at a cost per unit, not as a percentage of the service charges levied. As a mechanism that approach is not to be criticised and follows appropriate codes of practice. The question for the Tribunal to consider is whether the charges are reasonable. In this regard the Tribunal must remind itself that it is not proper for it simply to replace one reasonable charge with another that it considers more reasonable. It may only interfere if it considers the charges unreasonable. Before moving on to consider any additional fees levied in particular circumstances these basic fees should be considered first.
- 122 In the 2017 to 2020 accounts there are fewer than 20 heads of charge. Many of them involve little management other than passing on the costs of a provider to the sub-lessees. These include accountants fees, bank charges, electricity charges, legal charges and collection of reserve funds.
- 123 Others may require some limited intervention on the part of the manager, either to establish arrangements with third parties, or to progress matters following some third party engagement. They include emergency lighting checks and tests, the financial charges relating to the insurance premiums, the placing of insurance itself, providing for health and safety (and similar) reports, setting up surveyors' reports and responding to reports of out of hours calls.

- 124 There are a limited number that require rather more by way of input: supervising cleaning of common parts, organising refuse removal and arranging maintenance and repair, together with limited gardening and landscaping (that appears in the 2017 account for Steamer Street).
- 125 The Tribunal accepts that there is an entitlement to fees for the management of those items commensurate with the level of managerial involvement that is required.
- 126 The Tribunal also asks itself how well that management is carried out? It gains a very clear impression that neither in its present guise, nor at the time of its predecessor, was the management particularly pro-active or effective. These are buildings that require very considerable care and attention because of their historic significance and the accommodation that is provided over a considerable number of units. The Tribunal has pointed out, above, the issues it has with the explanation of surveyors fees and the inclusion of items that appear to relate to properties elsewhere.
- 127 There appears to have been very limited engagement in trying to bring the sub-leaseholders to partake in future plans, a significant disruption to whatever relationship had existed during the period of dispute with the head lessee and the obtaining of reports in respect of which very little was taken forward by way of an active plan. Where communication was required to be consistent and clear for the benefit of all, it barely existed, other than in the form of reactions to the most serious issues.
- 128 Against that background the Tribunal is of the view that in proportion to the number of units within the two buildings the management charge is considerably greater than would be reasonable over the period of those years 2017-20. Given the nature of the work likely to have been carried out in managing the service provision and otherwise effecting a supervisory role in relation to the buildings, such as has been carried out, the Tribunal would assess a reasonable fee as being £75.00 per unit per year: an amount per annum for the two buildings of £13,050.00 in total. This would always be subject to erosion by inflation and it would be appropriate to increase this for 2019 and 2020 to £80.00 per unit; £13920.00 in total.
- 129 There are other fees that the manager seeks to add on to the basic fees and which relate to the additional management required for the supervision of the proposed drainage works in 2020 for Steamer Street. The amount in question is £1950.00. The Tribunal is satisfied that these would not be included in the basic management charges it has considered reasonable for the general management work and this extra amount is not unreasonable.

130 A further amount of £726.56 appears for Schooner Street in 2019. It is supported at page 272 of the Schooner Street bundle by an invoice stating “Section 20 works – Barrow in-Furness project” and a total of £605.46 and VAT of £121.09. Nothing further is added in the entry in the Scott Schedule. This is not explained particularly well in the Scott Schedule, but further information is to be found in the notes dated 13th November 2020 at page 230 onwards in the Schooner Street bundle.

131 To the extent that some preparatory work will be required in respect of such projects the Tribunal considers them to be reasonably incurred at reasonable cost.

132 2021-22 budgeted costs

These budgeted costs are considerably greater than those incurred in previous years and have a number of new elements, or heads of charge with considerably greater expense being indicated:

- Caretaker’s costs, including holiday cover and office/welfare expenses
- Management fees in respect of major works (£20,000.00 in respect of Steamer Street, £12,000.00 in respect of Schooner Street)
- Pest control (£6,500.00 for Steamer Street, £5,000.00 for Schooner Street)
- Professional fees – for chartered building surveyors (£10,800.00 for Steamer Street, £10,000.00 for Schooner Street)
- Refuse removal (£7,500.00 for Steamer Street, £1,500.00 for Schooner Street)
- Repairs and maintenance (£80,000.00 for Steamer Street, £50,000.00 for Schooner Street)
- Security (£16,000.00 for Steamer Street, £11,500 for Schooner Street)
- TV aerial (not disputed for Steamer Street – £10,000.00 for Schooner Street)
- Drainage works (£28,000.00 for Schooner Street).

133 The Tribunal must consider these as a budget and not as costs that have been incurred, but it takes the view that it is entitled to consider these against the background of what has been occurring in the preceding years in relation to the service provision.

134 With that in mind it finds itself struggling to equate these budgeted amounts with any sense of reality. They appear to be amounts that on many occasions do not bear any significant relationship to each other:

- The Tribunal accepts that there is considerable work required to the buildings, but finds no evidence of a clear programme of work, costed to justify either £130,000.00 (with an additional £28,000.00 for drainage

works at Schooner Street) within the budget, or other such documents as invitations to tender for the major works.

- It also notes that there is reference in the Scott Schedule to the drainage works taking all the budgeted £80,000.00 for Steamer Street. On that basis it would expect to see some breakdown of how management fees and professional fees (totalling £52,800.00) are broken down as between two projects and their overall cost.
- What significant difference is there between Steamer Street and Schooner Street that justifies a refuse removal budget 5 times greater for the former than the latter?
- On what basis has the budget been set for TV aerial installation for the two buildings. The tribunal sees no effort to justify those figures and also wonders how this work may, or may not, relate to any other work that is mentioned elsewhere in relation to the roof voids.
- There appears to be no evidence produced that justifies the increase to £11,500.00 for pest control when compared with previous expenditure.

135 The Tribunal agrees with the conclusion that has been reached by the Applicant that a presence is required at the buildings to assist with maintaining an environment conducive to satisfactory residential occupation and notes the provision for both a caretaker and further security which would reflect that aim. The latter is budgeted at £27,5000.00, but is subject to the comment in the Scott Schedule, “should the service be required again in 2021”. The Tribunal would expect to see a greater commitment towards actual provision in order to justify this amount.

136 Against that background it is concerned to examine the costings for the provision of a caretaker with some care. This is a service that would appear to be beneficial for the Respondents. A regular presence to whom reports of difficulty could be made quickly and responses provided more quickly than appears to be the current view of the Respondents.

137 The actions of the Applicant, from the evidence provided, suggest nothing more than what is suggested in that note of 13th November 2020 advising that Regent PM are “looking into provision of this service for 2021” and asking for suggestions as to a possible candidate.

138 Although, as mentioned above, it should be wary of considering a budget with the hindsight of costs actually incurred, and provided in response to the directions provided, the Tribunal is clearly of the view that the actions of the Applicant, via its managers, in the past are an indicator of what was likely to happen in 2021 and is now shown in those actual costs. The amounts included in the budget and set out in paragraph 132 are fanciful at best.

139 The Tribunal believes that this is supported by a number of entries in the expenditure statements for 2021 for both Steamer Street and Schooner Street:

Steamer Street

- Refuse removal shows no budgeted cost, not the £7,500.00 in the Scott Schedule (and see below in respect of Schooner Street)
- Notwithstanding the making of an application under the “right to manage” procedure affecting decisions as to major expenditure the statement shows the reality of what would realistically been achievable in line with service charge contributions.

Schooner Street

- The point made immediately above also applies here.
- The entries on the expenditure account for budgets in respect of many items are at odds with the amounts in the Scott Schedule, or are a series of misprints/misalignments in accounts signed off as accurate.

Overall there appears to have been little or nothing done in pursuit of those additional items of expenditure to dispel the conclusion that they are merely speculative and are not to be considered a reasonable attempt to justify reasonable future expenditure.

140 It would therefore appear to the Tribunal that the true position was always likely to be better reflected as reasonable by the actual expenditure incurred in that year subject to the observation that the basic management charges should now reflect the views of the Tribunal in paragraph s 121-131 above and that some may be subject to consideration within the Section 20C application referred to below.

141 In the light of the above conclusions, recorded in the order on the first page hereof, both parties are invited to make submissions as to the making, or not, of an order under section 20C Landlord and Tenant Act 1985. Each party shall make its relevant submission to the tribunal office and the other party by 5pm Friday 26th August.

J R Rimmer
Tribunal Judge
22 July 2022

Leaseholders - 1-9 Schooner St, Barrow in Furness LA14 2SQ

Neil David John Longmuir
Aidan John C Thorne & Christine Mary Thorne
Mr & Mrs A Martakies
Patricia Mary Ann Scott
Chesterfield Trust Company Limited
Lore Kelling and Fiona Kelling
Peter Anthony Shepherd
Olubunmi Olanipekun
Messrs R R Valimahomed & A R H Valimahomed
London and Northumberland Estate Company Ltd
Augustine Jay Jay Azuka Okocha
Alistair Robert James Park
Fast Property Sale Limited
Peter David Stanley Moorhouse
Jacob Sunday Olanipekun
Graham C Thaxton and Tracy A Thaxton
Sandra A Pirie and Andrew G Pirie
Tramore Estates PCC Limited
Charlotte Mary Snowden
Bamidele Adekumle Fakeye
Future Planned

Mr P M Stanley
Mr N Triton
Rehman Akhtar
Shashi Ramchurn
Jane Elizabeth Archer
Fatiha Wilson
James Cargin Moss
Julian Cuppage
Eileen Gao
Ontario Inc
Mr Simon P Baker
Edward Marczak
Iakovos Chasapis
Mr D B Clark
Juliet Allerton
Richard Stead
Margaret Stevenson
Lisa Denise Storey
Mr and Mrs S.M. Smith
Ann MacPherson
Relocation Services Limited

Leaseholders - 2-12 Steamer St (including 1 & 13 Island Rd), Barrow in Furness LA14 2QN

Eileen Aiping Gao	Miss Lisa Owen
Neil Sylvester Alphonso	Panada Ltd
David Edward Hargreaves	Catriona Monaghan
Philip Skorochood and Monica Anca Skorochood	Stephen Hemsley
Mr Neil Theodore Withey	Juliet Allerton
Adam James Weir-Rhodes	Glen King
London and Northumberland Estates Company Ltd	Jeffery James Ward
Mr Prem Pal and Mr Balvinder K Khaira	Tony Dunleavy
Tramore Estates PCC Limited	Suchit Karia
Daniel Mayer Ishack	Terry Evans
Stephen T Adair & Helen A Adair	Kevin Bonner
Executors of the Estate of Trevor Jones	Diana Bernard
Ms Caroline Elizabeth Fisher	Mr Alexander Ross
Augustine Jay Jay Azuka Okocha	Shelley Standage
Jane Elizabeth Archer	Mr P M Stanley
Mr Simon P Baker	Fatiha Wilson
Olugbenga Oladipo Shobooye	Shamim Ibrahim
Jerry Peace-Sam Yanquoi	Karen Ingman
IF Consultants Ltd	Nikhil Brij Kapur
Carole Lynette Woodman	Jonathan Rimmer
Margaret Stevenson	Janice Gilfillan
Jason James Bernard & Michelle Bernard	Aubrey Mkhonza
Tundle Salih Ibraheem	Wickliffe Obaseki
Josephus Johannes Le Roux	Robin Charterjee
Fast Property Sale Limited	Iakovos Chasapis
Maureen Lavina Jayne Fawcett	Bosede Osazee
Chesterfield Trust Company Limited	Benjamin Huggan
Barrington Moorhouse and Susanne J Moorhouse	Shezad Ahmad
Mr & Mrs A Martakies	Mr Syed Ahmed
Dan Guy O'Toole and Elizabeth	Mr Atiqal Islam
Christopher Paul Daniel	Charlie Fairbairn
Ms Stephanie Holliday	Michael Glover
Farrah Naz Hussain	Lisa Denise Storey
David Alan Peacock	Peter Hughes