# Y TRIBIWNLYS EIDDO PRESWYL

# **RESIDENTIAL PROPERTY TRIBUNAL**

## LEASEHOLD VALUATION TRIBUNAL

## Ref: <u>LVT/0002/04/17</u>

### In the matter of s.27A and s.20C of the Landlord and Tenant Act 1985

In the matter of Penmaen Bod Eilas, Abergele Road, Penmaenhead, Old Colwyn, Colwyn Bay

Tribunal: Andrew Sheftel (Chairman) Neil Martindale (Surveyor) Hywel Eifion Jones

### Applicants:

MR JAMIE CLEGG MR STANLEY HODGKIN MR RAYMOND HAMPSON MRS JACQUELINE HAMPSON MR PAUL ROBERTS MR DAVID GARETH DAVIES MR BRIAN ROBERTS (of 56 Penmaen Bod Eilas) (of 50 Penmaen Bod Eilas) (of 59 Penmaen Bod Eilas) (of 59 Penmaen Bod Eilas) (of 57 Penmaen Bod Eilas) (58 Penmaen Bod Eilas) (of 52 Penmaen Bod Eilas)

### **Respondents:**

1.CLIFFTOPS (COLWYN BAY) MANAGEMENT COMPANY LIMITED 2.ADRIATIC 3 LAND LIMITED

## DECISION

### The decision in summary

- 1. For the reasons set out below, the Tribunal determines:
  - (1) Of the service charges that were disputed by the Applicants, the sums payable are set out in the Scott Schedule attached to this decision. In summary, of the sums in dispute, the Tribunal determines the following amounts to be reasonably incurred and payable for each service charge year:

Service charge year	Total payable out of the amounts in dispute	Relating to roof/building	Relating to gates	Management fees
2012	£2,941.00	£333	£250	£2,358
2013	£3,479.15	£394	£1,015.15	£2,070
2014	£6,765.98	£2,676	£1,974.98	£2,115
2015	£6,078.52	£0	£3,911.02	£2,167.50
2016	£8,420.79	£2,760.30*	£3,492.99	£2,167.50
2017	£1,308	£0	£198	£1,110

\* includes underpayment of £93.60 in respect of Fire Risk Assessment and Health & Safety audit.

(2) As to section 20C, the Tribunal determines that the Respondent's costs are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable.

### **Background**

- 2. The Tribunal is concerned with applications brought under s.27A of the Landlord and Tenant Act 1985 (the "1985 Act") and section 20C of the 1985 Act.
- 3. The Applicants are each leasehold owners of a Flat within the development Penmaen Bod Eilas, Abergele Road, Penmaenhead, Old Colwyn, Colwyn Bay. The Second Respondent was assigned the freehold title of the development on 27<sup>th</sup> February 2015. The First Respondent is the Management Company and original party to each lease and has appointed Mainstay Residential Limited ("Mainstay") as the professional managing agent for the development to carry out all of the First Respondent's obligations under the lease and collect the service charge.
- 4. The Applicants seek to challenge the reasonableness of various items within the service charges demanded by the First Respondent in respect of the years 2012-2017 inclusive.
- 5. The Tribunal inspected the premises on 16 November 2017, following which a hearing took place. The hearing could not be completed in a day and a second day's hearing took place on 25 January 2018.

- 6. Paul Roberts, Jamie Clegg, Jaqueline Hampson, Raymond Hampson and Stanley Hodgkin attended both days of the hearing. Brian Roberts also attended day 2.
- 7. The First Respondent was represented throughout by counsel, Rebecca Ackerley. Peter Whalley and Chantelle Walker attended both days on behalf of Mainstay and Tim Mills attended on the first day of the hearing (the Tribunal understands that he left the employ of Mainstay in the interim).
- 8. The Tribunal is grateful for the assistance of all parties and the way in which the hearing was conducted.
- 9. In advance of the hearing, the parties had very helpfully prepared a detailed Scott Schedule setting out all of the numerous items of expenditure in dispute. The Tribunal's determinations on all of the items of challenge are set out in an expanded Scott Schedule exhibited to this judgment.
- 10. In summary, the areas of dispute fell broadly into three categories, although these are addressed in more detail below:
  - (1) Repairs to the external building;
  - (2) Repairs to pedestrian and vehicular gates; and
  - (3) Management fees.

## The development

- 11. Penmaen Bod Eilas comprises a new development in Old Colwyn. There are two blocks of flats and construction of a number of houses appears near to completion. The development is accessed (by road) via an electronic gate, which, as set out below, is the subject of a significant part of the dispute between the parties. The Tribunal was informed that the building was a combination of block and timber frame construction with an outer cladding of rendered insulation boarding, topped off with a slate covered pitched roof to the main areas.
- 12. The Tribunal would also note at the outset that the development is situated in a very exposed location above the sea. It therefore might be expected that wear and tear might be higher than a development in a more sheltered location.

### <u>The law</u>

13. By s.18 of the 1985 Act:

"18(1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent—

(a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and

(b) the whole or part of which varies or may vary according to the relevant costs.

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

- (3) For this purpose—
- (a) "costs" includes overheads, and

(b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period."

14. By s.19 of the 1985 Act:

*"19(1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period—* 

(a) only to the extent that they are reasonably incurred, and

(b) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard; and the amount payable shall be limited accordingly."

# The leases

- 15. The tribunal has been provided with a sample lease and understands that the Applicants' leases are each on similar terms.
- 16. Pursuant to clause 3.2 and 4.1 of the leases, the Applicants covenanted to pay the service charge to the First Respondent in accordance with the provisions of the Schedule 5 (paragraph 5 of the Schedule 5 defines payments as quarterly in advance and any balance to be paid within 21 days after service by the First Respondent on the Applicants of a certificate in accordance with paragraph 4 of Schedule 5).
- 17. The Applicants did not raise any challenge as to the validity of demands of whether the sums were properly recoverable under the terms of the lease. Further, there was no challenge to the size of the sums claimed per se, in the sense that no comparable quotes were provided by the Applicants in respect of any of the items in dispute. The Applicants did, however, highlight that contractors often travelled from some distance away, but insofar as no evidence was provided to the Tribunal that a local contractor would have been cheaper, the Tribunal is not able to determine that the quantum of the sums charged were not in and of themselves reasonably incurred.

18. Rather, the principal ground of challenge before the Tribunal was whether the items of expenditure were reasonably incurred or works and services were carried out to a reasonable standard. In particular, with regard to the gates and the roof works, the Applicants alleged that there appeared to be often continuing and repeated expense, suggesting that repairs were not being done adequately.

## Repairs to the roof/building

- 19. In the Scott Schedules the Applicants put forward a general submission that they do not believe that any amount is recoverable under the service charge provision on the grounds that the 'roof issues are borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed...and the site should have been constructed appropriately for such a location'.
- 20. As set out in the First Respondent's skeleton, a number of items have now been resolved because the sums were paid by the original freeholder. However, as to the remaining items, the First Respondent contends that any issue that the Applicants have with the construction of the building are a matter between them and the developer and are outside of the Tribunal's jurisdiction. This is true as far as it goes. Any claim that the Applicants may have against Avant Homes in respect of the construction of the property would be outwith the jurisdiction of the Tribunal.
- 21. The difficulty with the First Respondent's submission, however, is that insofar as some of the costs which the Applicants have grouped under this head have been recovered from Avant Homes by the First Respondent, why not the others?
- 22. The First Respondent makes reference to this issue in its submissions relating to the size of management fee. Its skeleton contends that "Work has been carried out by Mainstay in pursuing the developer for reimbursement of some of the invoices. Other managing agents may not have taken this course of action which would have resulted in the Applicants paying a larger sum to carry out the repairs. It is inevitable that the Applicants would have to pay a sum. That could be either a larger amount to carry out repairs or a smaller amount to seek recovery from the developer. Mainstay chose a course which was reasonable to pursue."
- 23. However, that does not of itself answer the point. On the first day of the hearing, it was suggested by Mr Mills that where works related to the construction of the building, they were paid by the developer. However, his evidence was that the sums which were claimed from the lessees related to general repair and maintenance. On day 2 of the hearing, the First Respondent's position was less clear in this regard, although in the Tribunal's view there is logic in what Mr Mills said.

- 24. One of the specific issues discussed at the hearing related to the initial absence of dry verges on the roof. The evidence before the tribunal was that the lessees did not want to incur the costs of installing dry verges. The developer subsequently installed dry verging to some parts but not to the gable ends.
- 25. The question ultimately for the Tribunal is whether the sums still sought by the First Respondent were reasonably incurred. The Tribunal notes that there is no evidence before it to suggest that costs were incurred due to inadequate construction. Indeed, the First Respondent also refers to a report by Gary Newton dated 20<sup>th</sup> October 2015 on behalf of BWP, Construction and Property Consultants, who found;

"We have not been able to confirm the pitch at which the roofs of the property have been constructed, however they are certainly between the stated 20° and 85° for which the slate is suitable for use"

"We are advised that there is no specific reason why timber frame construction should not be used in such a location"

"It is noted that slates have been installed at the development as a result of a planning requirement"

- 26. Further, the First Respondent submits that the items outstanding relate to general maintenance and repairs that one would expect to incur for a building of that nature and such exposure to severe weather elements noting that Mr Newton confirms that the use of a timber frame construction or slate tiles are not inappropriate for this type of location.
- 27. At the hearing, the Applicants raised a further ground of challenge, namely that works were not adequately carried out. In the Applicants' submissions, this was evidenced by the fact that works were often repeated. This was disputed by the Respondents, who also argued that when looked at as a whole over the entirety of the period in question, the extent of repairs for which the Applicants were charged should not be viewed as unusual or excessive.
- 28. Ultimately, the issue for the Tribunal is whether the sums which are sought by the First Respondent were reasonably incurred.
- 29. Overall, the Tribunal accepts that many of the items in dispute were reasonably incurred, noting again the location of the development and the fact that other costs (which arguably might have related to the build itself) have not been recharged to the Applicants. However, the Tribunal does accept the Applicants' submissions and evidence in relation to invoices dated 25 June 2014 (£1,080); 20 August 2014 (£96); 7 May 2015 (£2,934); and 5 May 2015 (£235). In particular, the Tribunal accepts the Applicants' evidence that these each appear to constitute repeat work, noting that there

is nothing on the face of the documents to suggest that the works related to a different part of the building.

- 30. In particular, the 25 June 2014 sum relates to guttering repairs. However, this description is similar to another invoice (for £1,140) just two months earlier. There is no evidence on the face of the documents provided to suggest that the second works were to a different part of the building and accordingly, the Tribunal disallows the second amount. Similarly, the invoice of 20 August 2014 refers to pointing repairs to gables notwithstanding similar works done just five months earlier. As regards the 7 May 2015 invoice, this again refers to pointing repairs and the tribunal has already allowed for corrective work to the pointing in March 2014. Although the invoice referred to the 'front elevation', the Tribunal accepts the Applicants' evidence and submissions that this was repeat work, noting that the only exposed pointing is between the ends of the slates and these are only exposed on the verge/gable ends. Finally, the 5 May 2015 invoice, refers to downpipe repairs, notwithstanding that similar works were carried out in 2012 and 2013.
- 31. Further, the Tribunal also disallows items dated 9 January 2014 (£294); and 31 January 2014 (£1,620). According to the evidence presented to the Tribunal, these two sums were initially the subject of NHBC claims which were ultimately unsuccessful. However, due to the claims dragging on, it became too late to make a building insurance claim. In the Tribunal's view, this resulting cost should not be borne by the Applicants where they are not at fault for any such delay. The Tribunal also disallows the invoice for £420 dated 10 March 2016, described in the Scott Schedule as 'Building Defect of Falling'. It was not made clear to the Tribunal what the defect was or what works were required by way of remedy and accordingly, the Tribunal does not allow this sum.
- 32. Finally, in relation to insurance, for the invoices dated 11 May 2016 (£1,478.88 and 8 March 2016 (1,992.12), the Tribunal allows only the insurance excess amounts of £300 for each item as each was the subject of an insurance claim. Likewise, the Tribunal understands that the invoice dated 31 December 2016 (£1,080) remains the subject of an insurance claim. Accordingly, the Tribunal determines that nothing can be recoverable by way of service charge at this time.

### Repairs to the gates

- 33. Again, the Applicants' challenge to the various items falling within this category, broadly align with the submission that the 'costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working'.
- 34. The disputed charges relating to the gates broadly fall into two categories: repairs and regular maintenance.

- 35. Dealing first with regular maintenance, the Tribunal determines that these costs were reasonably incurred. While the dates of invoices are somewhat irregular, it appears that there have been inspections broadly every six months. Further, although the Tribunal notes that contractors have changed during the period in question, the Tribunal does not consider this to have been unreasonable or that the costs were not reasonably incurred. Similarly, the fact that the gates are currently kept in the open position, apparently at the behest of the developer while the building works on the development are completed, does not mean that it was not reasonable to continue regular maintenance inspections of the gates.
- 36. With regard to repairs, again, the Respondents argued that when looked at as a whole over the period in dispute, the number of incidents of repair for which the Applicants are being charged was not excessive. This was disputed by the Applicants who contended that the gates were continually breaking and that repairs did not seem to work as evidenced by the fact that the repairs were often having to be repeated.
- 37. Overall, the Tribunal accepts that many of the sums relating to the gates were reasonably incurred and are recoverable through the service charge. However, the tribunal agrees with the Applicants with regard to the specific charges dated 4 September 2015 (£274.80) and 10 September 2016 (£210). In the Tribunal's determination, these represent a repeat of works that had been carried out shortly before and as per the Applicants' submissions therefore should not be recoverable from the Applicants.

### Management fees

38. Paragraph 7 of Part 2 of Schedule 5 to the lease provides that the service charge includes:

"Generally managing and administering the Estate and protecting the amenities of the Estate and for that purpose if necessary employing a firm of managing agents".

39. In practice, separate sums described as 'Estate Management Fee' and 'Apartment Management Fee' have been charged to the lessees. The Applicants do not challenge this method of charge or the apportionment applied by the Respondents. Further, they have not provided any comparable quotes to challenge the level of fee per se. Rather, the Applicants contend that the sums are too high having regard to the level and quality of management that they have received. In particular, the Applicants allege that the managing agents have not complied with the terms of their own management agreement and noted that they did not complete the intended number of site visits for certain of the years in question. Further, a number of the Applicants criticised communication from the managing agents and it was suggested that there was no

consistency in administration. It was also argued that problems were not dealt with promptly.

- 40. The Respondents disputed the Applicants' assertions and contended that they have tried to engage with the lessees and maintain that there have been regular visits to the estate even if the number of visits was not what they had intended (or agreed with the freeholder) for two of the service charge years in question.
- 41. In the circumstances, the Applicants assert that the appropriate fee is £250 in respect of the Apartment Management Fee and £100 in respect of the Estate Management Fee for each year. The First Respondent submits that the fees have been reasonably incurred when one considers the size of the development, the nature of the buildings and the work involved.
- 42. It should be noted that at the hearing, the Applicants sought to raise further complaints regarding management, specifically in relating to other services which had not been challenged such as painting and internal cleaning. The Tribunal agrees with the Respondents that insofar as these items were not otherwise challenged and no evidence offered, the additional allegations cannot be taken into account by the Tribunal.
- 43. In the Tribunal's view, the size of fee is not particularly high for a development of this nature. However, the Tribunal agrees with the Applicants that there have been difficulties with regard to management of the development. In particular, the Tribunal accepts the Applicants' evidence that there have been failures to engage with and communicate with the lessees. The Tribunal also notes that repair works have not always been successful and that regular site visits have not always taken place.
- 44. The Tribunal also notes that in many instances, the amount of information provided to lessees as to the nature of works undertaken was limited at best, giving little clue as to precisely what was done. Indeed, in certain instances there were no invoices at all (3 April 2014 for £120 and 31 December 2015 for £142.98) and in these instances, the Tribunal has not allowed the sums claimed as set out in the Scott Schedule. However, the lack of information is indicative with the wider problems that have been experienced by the Applicants in understanding how monies have been spent.
- 45. In the circumstances, the Tribunal determines that the sums charged should be reduced by 25% to reflect the findings above. In the Tribunal's view, this is to be applied equally across all years notwithstanding that for two of the years in question, there were also fewer visits to the estate than the managing agents had agreed. The Tribunal does not consider it necessary to provide any additional reduction for these particular years, but rather takes a broad view as to management over the entire period in question and having regard to the other issues raised by the Applicants with regard to management.

### Section 20C

46. Section 20C of the 1985 Act provides:

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

(2)The application shall be made—

(a)in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to a county court;

(aa)in the case of proceedings before a residential property tribunal, to a leasehold valuation tribunal;

(b)in the case of proceedings before a leasehold valuation tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any leasehold valuation tribunal;

(c)in the case of proceedings before the Upper Tribunal, to the tribunal;

(d)in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to a county court.

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

- 47. The Tribunal may make such order as it considers just and equitable in all the circumstances.
- 48. The Applicants submitted that an order should be made in any event. In their view, they spent years trying to get the issues resolved and in the end Mainstay stated that they would have to go to a Tribunal. They spent considerable time on the Tribunal proceedings which, in their view, could have been avoided by effective management of the development. This was disputed by the Respondents who submitted that there had been attempts to resolve matters with the leaseholders on multiple occasions.
- 49. Looking at the present proceedings, the Applicants have been partly, although not wholly, successful. However, that is, of course, only a part of the consideration under section 20C. In addition, the Tribunal accepts the Applicants' submissions that the information they were provided was in many instances limited and could only be made sense of by considerable work being undertaken by the Applicants. Further, and as set out above in

relation to the management fees, the Tribunal notes that in many instances, it was not clear from the documentation precisely what works had been requested or indeed carried out, which added to the difficulties faced by the Applicants – in many cases there was little more than an invoice. On the other hand, this is not to suggest that there has been a total failure in the provision of evidence: the Respondents provided a lengthy bundle of documents where in almost all cases, invoices were at least provided to show that costs had indeed been incurred by the Respondents. Rather, the difficulty was in attempting to reconcile what work had been done with their complaints about alleged disrepair on the development.

- 50. Having regard to all the circumstances, the Tribunal concludes that it is just and equitable to make a section 20C order, such that the Respondent's costs are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable.
- 51. For the avoidance of doubt, the Tribunal makes no finding as to whether any such costs would have been recoverable as service charges under the terms of the lease.

Dated this 21<sup>st</sup> day of March 2018

CHAIRMAN

#### P686S565 SJ

#### **Residential Property Tribunal Wales**

#### Leasehold Valuation Tribunal

#### Scott Schedule

Penmaen Bod Eilias, Old Colwyn, Conwy, LL29 9BL **Year**  Service Charge

D	D	Μ	Μ	Υ	Υ
0	1	0	1	1	2

File Ref:

D	D	Μ	Μ	Υ	Υ
3	1	1	2	1	2

Item No	Description	Amount	Applicants Comments	Respondents Comments	Outstanding issue or resolved	Tribunal comments	Amount payable as determined by the Tribunal
Invoice 355771 27/01/12	Something rattling on roof	£144.00	Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed. The contractor here was from Stockport, thus incurring travel costs before even undertaking the work. The applicants do not believe that it is reasonable to pay any	Enter loft area secured kingspan insulation slabs. These were loose and moving around creating a rattling sound. The contractor was travelled from further afield but the price would have been for the job/works. This matter has to be investigated and repaired to ensure that the building was safe and secure.	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.	The Tribunal determines that this sum is payable in full.	£144.00

			expenditure in relation to these unreasonable demands. The site should have been constructed appropriately for such a location, and as described in sales brochures.				
Invoice 355843 19/01/12	Fix downpipe	£114.00	Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed. The contractor here was from Stockport, thus incurring travel costs before even undertaking the work. The applicants do not believe that it is reasonable to pay any expenditure in relation to these unreasonable demands. The site should have been constructed appropriately for such a location, and as described in sales brochures.	Supply and fit brackets to downpipe to gutters. The corner downpipe had come away from gutter. The brackets will not last forever especially in a location where the building is open to severe weather elements. The contractor was travelled from further afield but the price would have been for the job/works. This matter has to be investigated and repaired to ensure that the building was safe and secure.	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed. Guttering on both apartments was held on with simply 1/2 brackets in places which should never have been allowed.	The Tribunal determines that this sum is payable in full.	£114.00
Invoice 359509 16/02/12	Repair wall and re-affix roof slate	£294.00	Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed.	Supply and fit slate to high level roof, re-set and point wall where damaged. These invoices were recharged to Avant Homes (previously Gladedale).	Resolved: Referenced as it clearly shows construction issues which the landlord has accepted responsibility for. In addition maintenance/completion of	Resolved – Tribunal does not need to determine.	£O

Invoice 360789	Supply and fix missing slates	£594.00	The contractor here was from Stockport, thus incurring travel costs before even undertaking the work. Please note that this appears to have been credited. The applicants are not challenging this payment in this schedule as it has been paid by someone else, but are highlighting it as evidence of the inappropriate construction and maintenance of the site. This is historical evidence supporting the claim that construction and maintenance has been inappropriate. Roof issues borne out of inappropriate	To replace slates to main roof - cherry picker required.	any works to rectify issues has not been effective as there has been continued rework.	Resolved – Tribunal does not need to	£0
06/03/12			construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed. The contractor here was from Stockport, thus incurring travel costs before even undertaking the work. Please note that this appears to have been credited. The applicants	These invoices were recharged to Avant Homes (previously Gladedale) due to construction issues	Referenced as it clearly shows construction issues which the landlord has accepted responsibility for. In addition maintenance/completion of any works to rectify issues has not been effective as there has been continued rework.	determine.	

			are not challenging this payment in this schedule as it has been paid by someone else, but are highlighting it as evidence of the inappropriate construction and maintenance of the site. This is historical evidence supporting the claim that construction and maintenance has been inappropriate.				
Invoice 366799 10/11/12	Roof survey	£330.00	Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed. The contractor here was from Manchester, thus incurring travel costs before even undertaking the work. Most concerning is that the firm used was "BWP construction and Property consultants". It is believed that the payee (Bailey Wilson Ltd) is directly linked to Ben Bailey who were part of the construction of the apartments. Therefore, Mainstay have instructed a survey of the site by the same people who built it. This is obviously a conflict	Roof report completed by BWP on both blocks. 5 hours @£55 per hour Invoices were recharged to Avant Homes (previously Gladedale).	Resolved: Referenced as it clearly shows construction issues which the landlord has accepted responsibility for. In addition maintenance/completion of any works to rectify issues has not been effective as there has been continued rework. Mainstay have not been able to confirm if Ben Bailey carried out their own survey at the Applicants expense?	Resolved – Tribunal does not need to determine.	£0

			of interests.				
			Please note that this appears to have been credited. The applicants are not challenging this payment in this schedule as it has been paid by someone else, but are highlighting it as evidence of the inappropriate construction and maintenance of the site. This is historical evidence supporting the claim that construction and maintenance has been inappropriate.				
Invoice 373263 10/05/12	Gable repointing	£654.00	Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed. The contractor here was from Bradford, thus incurring travel costs before even undertaking the work. Please note that this appears to have been credited. The applicants are not challenging this payment in this schedule as it has been paid by	Gain access to 2 no. gable ends and patch point in with sand and cement following pointing coming. Also, supply and fit new black half round gutter. The invoices were recharged to Avant Homes (previously Gladedale) as the developer	Resolved: Referenced as it clearly shows construction issues which the landlord has accepted responsibility for. In addition maintenance/completion of any works to rectify issues has not been effective as there has been continued rework.	Resolved – Tribunal does not need to determine.	£0

			someone else, but are highlighting it as evidence of the inappropriate construction and maintenance of the site. This is historical evidence supporting the claim that				
			construction and maintenance has been				
Invoice 348724 01/01/12 Invoice 364154 01/04/12 Invoice 378773 01/07/12 Invoice 393073 01/10/12	Apartment Management Fees	£367.50 £367.50 £367.50 £367.50 £1,470 Total	inappropriate. The apartment management fees of £1,470 represent 18% of all 'Apartment Service Charges' for the year (£8,298). However, £2,000 of this total are simply allocated to reserves, leaving the management fee (£1,470/£6,298) at 23% of all expenditure incurred. This seems unreasonable for the amount of work incurred and definitely in relation to the amount of work completed. Of the (£6,298 - £1,470) £4,828 actual expenditure, £896 related to 'Utility Costs'. This is a single contract and has required no management since its inception. £230 related to 'Insurance', which again has required limited management. This in	The management fees are based on a per unit fee, per year - in-line with the best practice and guidance from ARMA and RICS. The per unit fee is based on the anticipated work to be undertaken in relation to the scope of the duties contained within the management agreement. Fees for the apartment service charge for 2012 were set at £122.50, per unit. (£1,470) and included, but is not limited to, the following • Specification and selection of contractors for service contracts for equipment, utilities and soft services, including periodic assessments such as fire risk assessments. • Processing of supplier and utility invoice and payment,	Outstanding: Fees may be based on standards, but Mainstay simply have not complied with what they have been contracted to do, agreed to do, and have said that they have done: • Specification and selection of contractors: Mainstay have simply used contractors already confirmed on their approved list from England. They have not sought local tradesman who could offer a more competitive service, and who would have been more readily available for any	The Tribunal determines that the fees should be reduced by 25%	£1,102.50
			management. This in reality means that £1,470	and payment, maintaining records	available for any rework. The		

has been incurre		Applicants have
manage the 'Ma	intenance related queries.	spent time seeking
Costs' (£3,702).		and
	<ul> <li>Regular site visits by</li> </ul>	recommending
However, 'Grour	nds the property	local contractors
Maintenance' is	a single manager	themselves,
contract which t	he	indeed Mainstay
residents were in	• Setting and issuing of	asked us to do this
with and so limit		as they would not
management wa	5	be pro-active in
required, and in		this respect.
Applicants have		Processing payments
continual issues		and maintaining
which are not co		records: Mainstay
this application.		have not been
with the 'Commu		forthcoming with
'Window Cleanin	customers and	records. Their
contracts. 'Out o	5 issuing reminders	website is never
a standard fee se	where necessary	updated.
along with 'Healt		Applicants have
Safety' costs. Wh	1.000000118.01	had to chase for
contracts are rer	paymente	completed records
there is then just		and each time
'Common Area R	indiritaring records	have had slightly
and 'Fire Safety S		different
which were left t		information.
managed, totalli		Applicants have
f1,624.	· · · · · · · · · · · · · · · · · · ·	been charged for
11,024.	following any	invoices that are
This means that	statutory tests to fire	no longer in
has been charge	aidinis, lighting,	existence which
managing circa £		
which is extreme		does not provide financial
unreasonable. A		assurance to the
residential mana	Administering	
company would	have	Applicants.
	When there has been	Regular site visits:     These simply have
charged potentia	un average of	These simply have
his work.	between 1 and 2 for	not happened.
		They have been

The 'Common Area	years 2012-16)	promised and	
Repairs' costs of £823 are		scheduled, but	
only a portion of the actual	<ul> <li>Attending resident's</li> </ul>	rarely (until more	
work and costs involved	meetings (of which	recently – 12	
on the site (as shown	there has been an	months)	
above). However, it is the	average of at least	completed. Those	
management of this work	one per year	that have been	
which is in question within	between 2012-16)	completed have	
this application. If the		not been suitably	
construction was	<ul> <li>Answering calls and</li> </ul>	documented so	
appropriate and the work	dealing with general	that the residents	
undertaken inspected and	enquiries via	can be assured of	
completed professionally,	email/letter from	good value for	
then this additional work	customers	money.	
would have been avoided.	(leaseholders) (of	<ul> <li>Organising general</li> </ul>	
	which there has been	repairs: This has	
Throughout the year	an average of 45 per	simply not	
residents were promised	year between 2012-	happened, or	
many visits and	2016)	been ineffective.	
improvements from		Little if no quality	
Mainstay. However, site		assurance is ever	
visits were not completed		completed.	
as promised, and at no		Residents are not	
point did Mainstay check		notified of works.	
work that they had		Works have been	
commissioned, leading to		carried out	
repeated re-work.		unnecessarily.	
		<ul> <li>Administering</li> </ul>	
It is therefore the		insurance claims:	
Applicants view that these		All of these claims	
"Professional Fees' have		have related to	
not represented value for		the issues outlined	
money, and have been		in this application.	
incurred by a company		If the construction	
who have remained		and maintenance	
extremely absent from the		was effective,	
site which has led to the		then claims would	
ineffective management of		have been limited.	
it. There has not been over		<ul> <li>Attending residents</li> </ul>	

Cheque 015091Car repair re roof tiles£75.00Roof issues borne out of inappropriate incurred trying to address these issues.Remove slates from gutter hanging down. The cost of the works was £144. It appearsOutsanding: Outsanding: Construction issue that the presentsThe Tribunal determines that this sum is payable in	
A more reasonable figure would be £250 which represents the work involved, if the site had been appropriately managed, and as recompense for the stress that the residents have incurred trying to address these issues.necessary because of the issues outlined in this application and the poor service received. Many have taken place in the residents own properties.Cheque 015091Car repair re roof tiles£75.00Roof issues borne out of inappropriateRemove slates from gutter hanging down. The cost of theOutstanding: Outstanding:The Tribunal determines that this	
A more reasonable figure would be £250 which represents the work involved, if the site had been appropriately managed, and as recompense for the stress that the residents have incurred trying to address these issues.of the issues outlined in this application and the poor service received. Many have taken place in the residents own properties.Cheque 015091Car repair re roof tiles£75.00Roof issues borne out of inappropriateRemove slates from gutter hanging down. The cost of theOutstanding: Outstanding:The Tribunal determines that this	
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Image: Cheque 015091Car repair re roof tiles£75.00Roof issues borne out of in appropriateRemove slates from gutter hanging down. The cost of theOutstanding:The Tribunal determines that this	
been appropriately managed, and as recompense for the stress that the residents have incurred trying to address these issues.received. Many have taken place in the residents own properties.Cheque 015091Car repair re roof tiles£75.00Roof issues borne out of inappropriateRemove slates from gutter hanging down. The cost of theOutstanding: Outstanding: The Tribunal determines that this	
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Cheque 015091Car repair re roof tiles£75.00Roof issues borne out of inappropriateRemove slates from gutter hanging down. The cost of theOutstanding: the cost of the determines that this	
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Cheque 015091Car repair re roof tiles£75.00Roof issues borne out of inappropriateRemove slates from gutter hanging down. The cost of theOutstanding: dealing with general enquiries: This has not been effectively done.	
Cheque 015091Car repair re roof tiles£75.00Roof issues borne out of inappropriateRemove slates from gutter hanging down. The cost of theOutstanding: dealing with general enquiries: This has not been effectively done.	
Cheque     Car repair re     £75.00     Roof issues borne out of inappropriate     Remove slates from gutter hanging down. The cost of the     Outstanding:     The Tribunal determines that this	
Image: constraint of the sector of the sec	
Cheque 015091Car repair re roof tiles£75.00Roof issues borne out of inappropriateRemove slates from gutter hanging down. The cost of theOutstanding:The Tribunal determines that this	
015091 roof tiles inappropriate hanging down. The cost of the determines that this	
	£75.00
the roof line and that this was part of an should not have happened if full.	
continued inappropriate insurance claim building checks had been	
maintenance, with no completed effectively,	
quality checks completed. construction was fit for	
Please note that invoice purpose, and maintenance was effectively managed.	
Please note that invoice was effectively managed.	
was incurred in relation to	
roof tiles in Feb 12. The	
work was completed and	
costs credited back to the	
account. This is a further	
example of inappropriate	
construction incurring	
costs.	
The applicants do not	
believe that it is	1
reasonable to pay any	
expenditure in relation to	

[		Γ	those uprocessible				
Invoice 380831 01/07/12	Repairs to damaged gates	£1,670.00	these unreasonable demands. Please note that these costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been	New automation (motor) and hinges on main drive gates following damage from storm where one gate became completely detached. This invoice was passed onto the insurance company following a successful claim following storm damage	Resolved: Referenced as it clearly shows the inappropriateness of the gates, and the start of the issues that were then never properly maintained.	Resolved – Tribunal does not need to determine.	£O
			working. The contractor here was from Bradford, thus incurring travel costs before even undertaking the work. These costs have subsequently been credited back. They are included here for information to show the history of the site.				
Invoice 379907 01/07/12	Ins excess for repairs to damaged gates	£250.00	This was the start of the troubles with the gates. The repairs were not properly completed and as such it is not reasonable for the Applicants to incur these when the work undertaken, albeit via insurance, were not properly managed by Mainstay.	Insurance excess for a storm damage claim (above). Gates were repaired when necessary. However, due to location, salt air and sand, the gates are more prone to breakdown. This has been the advise from the gate contractors who are experienced individuals.	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.	The Tribunal determines that this sum is payable in full.	£250.00
Invoice	Estate	£307.50	The estate management	The estate fees for this	Outstanding:	The Tribunal	£922.50
348723	Management	£307.50	fees of £1,230 represent	financial year equate to		determines that the	

01/01/12	<b>F</b>	£307.50	33% of all 'Estate Service	664 72 m m m it	Face way had been down	fees should be
01/01/12	Fees			£64.73, per unit.	Fees may be based on	
Invoice		£307.50	Charges' for the year		standards, but Mainstay	reduced by 25%.
364153			(£3,698). However, £800	The management fees are	simply have not complied	
01/04/12		£1,230	of this total are simply	based on a per unit fee, per	with what they have been	
Invoice		Total	allocated to reserves,	year - in-line with the best	contracted to do, agreed to	
378772			leaving the management	practice and guidance from	do, and have said that they	
01/10/12			fee (£1,230/£2,898) at	ARMA and RICS and are split	have done:	
Invoice			42% of all expenditure	across the service charge levels		
393072			incurred. This seems	(for houses and apartments).	<ul> <li>Specification and</li> </ul>	
01/10/12			unreasonable for the	The per unit fee is based on	selection of	
			amount of work incurred	the anticipated work to be	contractors:	
			and definitely in relation	undertaken in relation to the	Mainstay have	
			to the amount of work	scope of the duties contained	simply used	
			completed.	within the management	contractors	
				agreement which includes but	already confirmed	
			Of the (£2,898 - £1,230)	is not limited to:	on their approved	
			£1,668 actual expenditure,		list from England.	
			£594 related to	<ul> <li>Specification and</li> </ul>	They have not	
			'Accountancy, Auditors	selection of	sought local	
			and Bank Charges'. These	contractors for	tradesman who	
			are simple contracts which	service contracts for	could offer a more	
			incur no management	equipment, utilities	competitive	
			other than agreeing the	and soft services,	service, and who	
			contract.	including periodic	would have been	
				assessments such as	more readily	
			This means that £1,230	fire risk assessments.	available for any	
			was charged in relation to		rework. The	
			actual expenditure of	<ul> <li>Processing of supplier</li> </ul>	Applicants have	
			£1,074 which is not	and utility invoice	spent time seeking	
			reasonable, especially	and payment,	and	
			when £475 was a single	maintaining records	recommending	
			grounds maintenance	and dealing with any	local contractors	
			contract, which residents	related queries.	themselves,	
			have had continued issues		indeed Mainstay	
			with not represented in	<ul> <li>Regular site visits by</li> </ul>	asked us to do this	
			this application.	the property	as they would not	
				manager	be pro-active in	
			A further £129.60 was for		this respect.	
			a single deposit of rock salt	<ul> <li>Setting and issuing of</li> </ul>	<ul> <li>Processing payments</li> </ul>	
L		1	<b>5</b>	Setting and issuing of		1

rr	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·		
	and £144 was incurred	service charge	and maintaining	
	repairing a bin door (which	budgets	records: Mainstay	
	again the residents had		have not been	
	issues with as no quality	<ul> <li>Creation and posting of</li> </ul>	forthcoming with	
	check of workmanship was	quarterly service	records. Their	
	undertaken leading to	charge payment	website is never	
	further re-work in later	requests to all	updated.	
	years). £75 was incurred	customers and	Applicants have	
	due to roofing issues and	issuing reminders	had to chase for	
	£250 due to gate issues,	where necessary	completed records	
	both of which are subject	<ul> <li>Processing of</li> </ul>	and each time	
	to this application.	payments from	have had slightly	
		customers and	different	
	Throughout the year	maintaining records	information.	
	residents were promised	of their accounts	Applicants have	
	many visits and		been charged for	
	improvements from	<ul> <li>Organising general</li> </ul>	invoices that are	
	Mainstay. However, site	repairs and actions	no longer in	
	visits were not completed	following any	existence which	
	as promised, and at no	statutory tests to fire	does not provide	
	point did Mainstay check	alarms, lighting,	financial	
	work that they had	gates, etc. and risk	assurance to the	
	commissioned, leading to	assessments	Applicants.	
	repeated re-work.		<ul> <li>Regular site visits:</li> </ul>	
		<ul> <li>Administering</li> </ul>	These simply have	
	The Applicants therefore	insurance claims (of	not happened.	
	believe that a minimal	which there has been	They have been	
	£100 should be reasonably	an average of	promised and	
	incurred. This reflects	between 1 and 2 for	scheduled, but	
	actual work incurred and	years 2012-16)	rarely (until more	
	the stress incurred by all	, ,	recently – 12	
	residents of having to	<ul> <li>Attending resident's</li> </ul>	months)	
	continually check and	meetings (of which	completed. Those	
	challenge work which is	there has been an	that have been	
	what Mainstay have been	average of at least	completed have	
	paid to do.	one per year	not been suitably	
		between 2012-16)	documented so	
			that the residents	
			can be assured of	
•	· · ·			· .

Answering calls and	good value for
dealing with general	money.
enquiries via	
email/letter from	
customers	
(leaseholders) (of	
which there has been	
an average of 45 per	
year between 2012-	
2016)	

#### P686S565 SJ

#### **Residential Property Tribunal Wales**

File Ref:

#### Leasehold Valuation Tribunal

#### Scott Schedule

Penmaen Bod Eilias, Old Colwyn, Conwy, LL29 9BL **Year**  Service Charge

D	D	Μ	Μ	Y	Υ	
0	1	0	1	1	3	

D	)	D	Μ	Μ	Υ	Y
3	•	1	1	2	1	3

Item No	Description	Amount	Applicants Comments	Respondents Comments	Outstanding issue or resolved	Tribunal comments	Amount payable as determined by the Tribunal
Invoice 416585 08/02/13	Cherry picker hire, repaired and cleared	£1,020.00	Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed. The contractor here was from Dewsbury, thus incurring travel costs before even undertaking the work. Please note that this	Repairs to gutter and pointing to gable. Cherry picker required and clearing of gutter. No further These invoices were recharged to Avant Homes (previously Gladedale) as the developer. The contractor was travelled from further afield but the price would have been for the job/works.	Resolved: Referenced as it clearly shows construction issues which the landlord has accepted responsibility for. In addition maintenance/completion of any works to rectify issues has not been effective as there has been continued rework.	Resolved – Tribunal does not need to determine.	£O

			appears to have been subject to a credit of £3,600 from Gladedale in recognition of the construction issues. This proves that they have already accepted responsibility for the poor construction, albeit have not resolved the outstanding issue. The applicants are not challenging this payment in this schedule as it has been paid by someone else, but are highlighting it as evidence of the inappropriate construction and maintenance of the site. This is historical evidence supporting the claim that construction and maintenance has been inappropriate.	Mainstay communicated with Avant/Gladedale in relation to this matter and this has been recognised by the developer and has consequently refunded the associated costs			
Invoice 456023 10/08/13	Repaired guttering	£52.40	Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed. The contractor here was from Colwyn Bay. This is the first contractor to be used from a local area and hence costs are more reasonable, albeit related	Fitting two vaporisers in block 1&2. Repair of guttering to outside bike store area. This invoice were recharged to Avant Homes (previously Gladedale). Mainstay always get price for job/works regardless of location of contractor. The works only cost £52.40. Developer were recharged for	Resolved: Referenced as it clearly shows construction issues which the landlord has accepted responsibility for. In addition maintenance/completion of any works to rectify issues has not been effective as there has been continued rework.	Resolved – Tribunal does not need to determine.	£O

			to disputed works.	these costs.			
			Please note that this appears to have been subject to a credit of £3,600 from Gladedale in recognition of the construction issues. This proves that they have already accepted responsibility for the poor construction, albeit have not resolved the outstanding issue. The applicants are not challenging this payment in this schedule as it has been paid by someone else, but are highlighting it as evidence of the inappropriate construction and maintenance of the site. This is historical evidence supporting the claim that construction and maintenance has been inappropriate.				
Invoice 479403 17/12/13	Roof maintenance (erect and hire scaffolding)	£1,280.00	Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed. The survey completed here confirmed that the building had not been	Professional fee invoice for inspecting property and preparation of defect report along with cost of scaffolding. This invoice were recharged to Avant Homes (previously Gladedale). This was recognised by the developer and they paid the associated costs. Developer	Resolved: Referenced as it clearly shows construction issues which the landlord has accepted responsibility for. In addition maintenance/completion of any works to rectify issues has not been effective as there has been continued	Resolved – Tribunal does not need to determine.	£O

Image: state of the state	
Iack of sufficient wall ties         installed. This was         subsequently rectified by         Gladedale. The Applicants         believe that this is a         defect throughout the site         hence leading to the         building swaying and	
installed. This was       subsequently rectified by         Gladedale. The Applicants       As above         believe that this is a       defect throughout the site         hence leading to the       building swaying and	
subsequently rectified by       Gladedale. The Applicants       As above         believe that this is a       defect throughout the site         hence leading to the       building swaying and	
Gladedale. The Applicants As above believe that this is a defect throughout the site hence leading to the building swaying and	
Gladedale. The Applicants As above believe that this is a defect throughout the site hence leading to the building swaying and	
believe that this is a defect throughout the site hence leading to the building swaying and	
defect throughout the site hence leading to the building swaying and	
hence leading to the building swaying and	
building swaying and	
Please note that this	
appears to have been	
subject to a credit of	
£3,600 from Gladedale in	
recognition of the	
construction issues. This	
proves that they have	
already accepted	
responsibility for the poor	
construction, albeit have	
not resolved the	
outstanding issue. The	
applicants are not	
challenging this payment	
in this schedule as it has	
been paid by someone	
else, but are highlighting it	
as evidence of the	
inappropriate	
construction and	
maintenance of the site.	
This is historical evidence	
supporting the claim that	
construction and	
maintenance has been	
inappropriate.	
Invoice Emergency £116.40 Roof issues borne out of Out of hours/emergency call Resolved: Resolved – Tribunal £0	

472048	call out to fix	inappropriate	to attend and assess gable end		does not need to	
07/12/13	gable ends	construction/finishing to	damage as a result of winds.	Referenced as it clearly	determine.	
07,12,10	Bable citae	the roof line and	Fix metal pin and barrier tape	shows construction issues		
		continued inappropriate	to ground area for Safety	which the landlord has		
		maintenance, with no	reasons. This invoice were	accepted responsibility for. In		
		quality checks completed.	recharged to Avant Homes	addition		
		quality checks completed	(previously Gladedale).	maintenance/completion of		
		The contractor here was	(previously claucadic).	any works to rectify issues		
		from Cheshire, thus	The contractor was travelled	has not been effective as		
		incurring travel costs	from further afield but the	there has been continued		
		before even undertaking	price would have been for the	rework.		
		the work.	job/works. Also, Mainstay has			
			a number of contractors who			
		Please note that this	react to emergencies and			
		appears to have been	works outside of normal hours.			
		subject to a credit of				
		£3,600 from Gladedale in	Mainstay communicated with			
		recognition of the	Avant/Gladedale in relation to			
		construction issues. This	this matter and this has been			
		proves that they have	recognised by the developer			
		already accepted	and has consequently			
		responsibility for the poor	refunded the associated costs			
		construction, albeit have				
		not resolved the				
		outstanding issue. The				
		applicants are not				
		challenging this payment				
		in this schedule as it has				
		been paid by someone				
		else, but are highlighting it				
		as evidence of the				
		inappropriate				
		construction and				
		maintenance of the site.				
		This is historical evidence				
		supporting the claim that				
		construction and				
		maintenance has been				
		inappropriate.				

Invoice	Apartment	£375.00	The apartment	The management fees are	Outstanding:	The Tribunal	£1,125.00
408038	Management	£375.00	management fees of	based on a per unit fee, per		determines that the	
01/01/13	fees	£375.00	£1,500 represent 22% of	year - in-line with the best	Fees may be based on	fees should be	
,,		£375.00	all 'Apartment Service	practice and guidance from	standards, but Mainstay	reduced by 25%.	
Invoice			Charges' for the year	ARMA and RICS and are split	simply have not complied	·····, ··	
425325		£1,500	(£6,715). However, £2,000	across the service charge	with what they have been		
01/04/13		Total	of this total are simply	levels (for houses and	contracted to do, agreed to		
- , - , -			allocated to reserves,	apartments). The per unit fee	do, and have said that they		
Invoice			leaving the management	is based on the anticipated	have done:		
440851			fee (£1,500/£4,715) at	work to be undertaken in			
01/07/13			32% of all expenditure	relation to the scope of the	<ul> <li>Specification and</li> </ul>		
			incurred. This seems	duties contained within the	selection of		
Invoice			unreasonable for the	management agreement	contractors:		
454079			amount of work incurred	which includes but is not	Mainstay have		
01/10/13			and definitely in relation	limited to:	simply used		
			to the amount of work	<ul> <li>Specification and</li> </ul>	contractors already		
			completed.	selection of	confirmed on their		
				contractors for	approved list from		
			Of the (£4,715 - £1,500)	service contracts for	England. They have		
			£3,215 actual	equipment, utilities	not sought local		
			expenditure, £1,082	and soft services,	tradesman who		
			related to 'Utility Costs'.	including periodic	could offer a more		
			This is a single contract	assessments such as	competitive service,		
			and has required no	fire risk assessments.	and who would		
			management since its		have been more		
			inception. £230 related to	<ul> <li>Processing of supplier</li> </ul>	readily available for		
			'Insurance', which again	and utility invoice	any rework. The		
			has required limited	and payment,	Applicants have		
			management. This in	maintaining records	spent time seeking		
			reality means that £1,500	and dealing with any	and recommending		
			has been incurred to	related queries.	local contractors		
			manage the 'Maintenance		themselves, indeed		
			Costs' (£1,452).	<ul> <li>Regular site visits by</li> </ul>	Mainstay asked us		
				the property	to do this as they		
			However, 'Cleaning' was 2	manager	would not be pro-		
			simple contracts which		active in this		
			the residents were	<ul> <li>Setting and issuing of</li> </ul>	respect.		
			involved with and so	service charge	<ul> <li>Processing payments</li> </ul>		
			limited management was	budgets	and maintaining		

required, and ir		records: Mainstay
Applicants have	• Creation and posting of	have not been
continual issues	s with quarterly service	forthcoming with
which are not c	overed in charge payment	records. Their
this application	. 'Out of requests to all	website is never
hours' is a stand	dard fee customers and	updated. Applicants
set up, along w	ith 'Health issuing reminders	have had to chase
and Safety' cost	ts. When where necessary	for completed
these contracts	are	records and each
removed, there	e is then • Processing of	time have had
just the 'Comm	on Area payments from	slightly different
Repairs' and 'Fi		information.
Systems' which		Applicants have
to be managed,		been charged for
just -£214.		invoices that are no
	<ul> <li>Organising general</li> </ul>	longer in existence
This means that		which does not
has been charg		provide financial
managing just a		assurance to the
contracts which		Applicants.
extremely unre		Regular site visits:
A residential ma	8	These simply have
company would		not happened. They
charged potent		have been
his work.	insurance claims (of	promised and
	which there has been	scheduled, but
The 'Common A		rarely (until more
Repairs' costs o	un average of	recently – 12
only a portion of		months)
actual work and	<i>years</i> 2012 10)	completed. Those
involved on the		that have been
shown above).	i i i i i i i i i i i i i i i i i i i	completed have not
is the managem		been suitably
work which is in	incre nus seen an	documented so
within this appl	average of at least	that the residents
the constructio	0.1.e p e. ) ea.	can be assured of
appropriate and	Detween 2012-10/	good value for
undertaken ins	a sector di su al	money.
completed prof		Organising general

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	then this additional work	dealing with general	repairs: This has		
	would have been avoided.	enquiries via	simply not		
		email/letter from	happened, or been		
	Throughout the year	customers	ineffective. Little if		
	residents were promised	(leaseholders) <i>(of</i>	no quality		
	many visits and	which there has been	assurance is ever		
	improvements from	an average of 45 per	completed.		
	Mainstay. However, site	year between 2012-	Residents are not		
	visits were not completed	2016)	notified of works.		
	as promised, and at no		Works have been		
	point did Mainstay check		carried out		
	work that they had		unnecessarily.		
	commissioned, leading to		<ul> <li>Administering</li> </ul>		
	repeated re-work.		insurance claims:		
			All of these claims		
	It is therefore the		have related to the		
	Applicants view that these		issues outlined in		
	"Professional Fees' have		this application. If		
	not represented value for		the construction		
	money, and have been		and maintenance		
	incurred by a company		was effective, then		
	who have remained		claims would have		
	extremely absent from the		been limited.		
	site which has led to the		<ul> <li>Attending residents</li> </ul>		
	ineffective management		meetings: These		
	of it. There has not been		have only been		
	over £100 of work spent		necessary because		
	per month on this site.		of the issues		
			outlined in this		
	A more reasonable figure		application and the		
	would be £250 which		poor service		
	represents the work		received. Many		
	involved, if the site had		have taken place in		
	been appropriately		the residents own		
	managed, and as		properties.		
	recompense for the stress		<ul> <li>Answering calls and</li> </ul>		
	that the residents have		dealing with		
	incurred trying to address		general enquiries:		
	these issues.		This has not been		
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					offortively do to		
la sete e	Developed	64 007 50		Makiela antes construito lo dive	effectively done.	Decelored Tellsoned	60
Invoice	Repaired	£1,937.58	These costs were incurred	Vehicle gates repairs including	Resolved (assuming invoice	Resolved – Tribunal	£0
418701	vehicle gates		in relation to damaged	laying loop cable, installing	has been paid):	does not need to	
12/02/13	on site		gates which were never	anti finger trap guards, two		determine.	
			properly fixed or	electronic safety edges,	Referenced as it clearly		
			maintained since, which	supplying and fitting one	shows construction issues		
			has resulted in further loss	receiver unit, refitting the	which the landlord has		
			to the residents, and	opening/closing limits and	accepted responsibility for. In		
			inconvenience when the	carrying out a European force	addition		
			gates have not been	test.	maintenance/completion of		
			working.	u u	any works to rectify issues		
			<b>-</b>	The contractor was travelled	has not been effective as		
			The contractor here was	from further afield but the	there has been continued		
			from Derbyshire, thus	price would have been for the	rework		
			incurring travel costs before even undertaking	job/works.			
			the work.	Mainstay received a credit			
			the work.	Mainstay received a credit from Gladedale for			
			There is a credit from	£1920 to cover the majority of			
			Gladedale of £1,920.00 in	these costs on 12/2/13.			
			account code 008 but it is	Therefore, Gladedale			
			not known what this	addressed and paid for these			
			relates to or whether it is	costs			
			for the 2013 period or				
			2012. Without proof, this	Matter has been addressed			
			invoice therefore remains	retrospectively by developer.			
			in dispute.				
			The Applicants do not				
			think that it is reasonable				
			to pay any costs incurred				
			in relation to the gates as				
			they have not been				
			properly installed or				
			maintained since				
			inception.				
Invoice	Attend and	£636.30	These costs were incurred	Photocells had water damage	Resolved:	Resolved – Tribunal	£0
419852	repair vehicle		in relation to damaged	and needed replacing. Also,		does not need to	
01/03/13	gates on site		gates which were never	electrical work required. Issue	Referenced as it clearly	determine.	

			properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working. The contractor here was from Derbyshire, thus incurring travel costs before even undertaking the work. There is a credit note on the accounts for this. It is included here for information as it shows the history of poor maintenance of these gates.	with ground loop. Invoice were recharged to Avant Homes (previously Gladedale). The contractor was travelled from further afield but the price would have been for the job/works. Developer covered the cost of these works.	shows construction issues which the landlord has accepted responsibility for. In addition maintenance/completion of any works to rectify issues has not been effective as there has been continued rework		
Invoice 420984 28/02/13	Repaired gates	£368.11	These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working. The contractor here was from Derbyshire, thus incurring travel costs before even undertaking the work. The Applicants do not	Supplied and fitted new relay. Electrical works The contractor was travelled from further afield but the price would have been for the job/works. Gates will often have electrical faults that need to be addressed. The location, weather along with sand and salt will also have a detrimental impact	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.	The Tribunal determines that this sum is payable in full.	£368.11

			think that it is reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained since inception.				
Invoice 430133 11/04/13	Vehicle gate works	£272.87	These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working. The contractor here was from Derbyshire, thus incurring travel costs before even undertaking the work. There is a credit note on the accounts for this. It is included here for information as it shows the history of poor maintenance of these gates.	Gates were not closing fully. Residents were having to nudge gates with their vehicles to ensure they opened. This was not a failure of the motor or hinges - the gate was adjusted in relation to closing speed and limits. Force test also undertaken along with lubrication. This invoice was recharged to Avant Homes (previously Gladedale). The contractor was travelled from further afield but the price would have been for the job/works. The costs were paid by Developer.	Resolved: Referenced as it clearly shows construction issues which the landlord has accepted responsibility for. In addition maintenance/completion of any works to rectify issues has not been effective as there has been continued rework	Resolved – Tribunal does not need to determine.	£0
Invoice 433831 01/05/13	Vehicle gate maintenance	£323.52	These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the	6 monthly servicing - As per the HSE regulations, it is recommended to inspect and service gates every six months, therefore these invoices relate to the servicing, and not to ad- hoc repairs.	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance	The Tribunal determines that this sum is payable in full.	£323.52

			gates have not been working. The contractor here was from Derbyshire, thus incurring travel costs before even undertaking the work. The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained since inception.	The contractor was travelled from further afield but the price would have been for the job/works. Necessary Health & Safety requirement.	was effectively managed. If these inspections were carried out properly, then continued rework would not have occurred. Mainstay have continued to use the same company here when it has been proven that they are not effective.		
Invoice 455300 25/09/13	Gate maintenance	£323.52	These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working. The contractor here was from Derbyshire, thus incurring travel costs before even undertaking the work. The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been	6 monthly servicing - As per the HSE regulations, it is recommended to inspect and service gates every six months, therefore these invoices relate to the servicing, and not to ad- hoc repairs. The contractor was travelled from further afield but the price would have been for the job/works. Necessary Health & Safety requirement.	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed. If these inspections were carried out properly, then continued rework would not have occurred. Mainstay have continued to use the same company here when it has been proven that they are not effective.	The Tribunal determines that this sum is payable in full.	£323.52

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			properly installed or				
			maintained since				
			inception.				
Invoice 456032 25/03/13	Repaired gates and hinges	£90.07	These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working. The contractor here was from Colwyn Bay. This is	Repairing of existing gates, including the fitting of new hinges and new closing cross plate. This related the <u>pedestrian gate</u> and not the vehicle gate. The invoice also allowed for the purchase of two snow shovels at £15.57 Again, the price is for the works/job regardless of their location.	Resolved: Mainstay have confirmed that these were related to side gates, albeit there have been issues with these too.	Resolved – Tribunal does not need to determine.	£0
			the first contractor to be used from a local area and hence costs are more reasonable, albeit related to disputed works. The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained since inception.	The gates need to be functional and the weather and elements will also have a detrimental impact on the hinges and working components.			
Invoice 456022 15/04/13	Repaired gates	£53.50	These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been	Purchase Mike 10 bolt and installation to the pedestrian gates (not vehicle gates) and for fitting support timbers to fence Again, the price is for the works/job regardless of their location	Resolved: Mainstay have confirmed that these were related to side gates, albeit there have been issues with these too.	Resolved – Tribunal does not need to determine.	£O

r			T				<del>ر ر</del>
			working.				
			The contractor here was from Colwyn Bay. This is the first contractor to be used from a local area and hence costs are more reasonable, albeit related to disputed works. The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained since				
			inception.				
Invoice 427071 01/04/13	Lock repairs	£197.08	These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working. The contractor here was Mainstay thus incurring travel costs before even undertaking the work. The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been	Gates/lock broken/damaged. Repairs necessary. This relates to <u>pedestrian gate</u> following damage to the lock. Replace ballast and lamp in block containing number 54 The contractor was travelled from further afield but the price would have been for the job/works. Ongoing maintenance is required and that is why there is a general maintenance aspect of the service charge budget.	Resolved: Mainstay have confirmed that these were related to side gates, albeit there have been issues with these too.	Resolved – Tribunal does not need to determine.	£0

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			properly installed or				
			maintained since				
			inception.				
Invoice	Re-secured	£144.00	Roof issues borne out of	Downpipes can require	Outstanding:	The Tribunal	£144.00
464855	down pipes		inappropriate	repairs, and often do not		determines that this	
18/11/13			construction/finishing to	relate to any roofing issues, as	Construction issue that	sum is payable in full.	
			the roof line and	they are usually connected to	should not have happened if		
			continued inappropriate	the guttering, and run down	building checks had been		
			maintenance, with no	the side of a building onto	completed effectively,		
			quality checks completed.	ground level. Re-secure	construction was fit for		
				downpipe and replace missing	purpose, and maintenance		
			The contractor here	clip.	was effectively managed.		
			appears to be Mainstay,				
			thus incurring travel costs	City Maintenance completed			
			before even undertaking	works and although the			
			the work.	contractor was travelled from			
				further afield but the price			
			The applicants do not	would have been for the			
			believe that it is	job/works.			
			reasonable to pay any				
			expenditure in relation to	Ongoing maintenance is			
			these unreasonable	required and that is why there			
			demands. The site should	is a general maintenance			
			have been constructed	aspect of the service charge			
			appropriately for such a	budget			
			location, and as described	_			
			in sales brochures.				
No	General site	£250.00	Roof issues borne out of	Mainstay Facilities	Outstanding:	The Tribunal	£250.00
invoice	issues		inappropriate	Management provide a	, č	determines that this	
no.			construction/finishing to	national service, using multi-	Construction issue that	sum is payable in full.	
Account			the roof line and	skilled tradesmen based	should not have happened if		
code 008			continued inappropriate	around the country. General	building checks had been		
1256391			maintenance, with no	works including PIRs and	completed effectively,		
			quality checks completed.	providing grit to site	construction was fit for		
					purpose, and maintenance		
			The contractor here	The contractor was travelled	was effectively managed.		
			appears to be Mainstay,	from further afield but the			
			thus incurring travel costs	price would have been for the			
1 1		1	before even undertaking	job/works.		1	1

			the work. The applicants do not believe that it is reasonable to pay any expenditure in relation to these unreasonable demands. The site should have been constructed appropriately for such a location, and as described	Ongoing maintenance is required and that is why there is a general maintenance aspect of the service charge budget			
			in sales brochures.				
Invoice 408037	Estate Management	£315.00 £315.00	The estate management fees of £1,260 represent	The management fees are based on a per unit fee, per	Outstanding:	The Tribunal determines that the	£945.00
01/01/13	fees	£315.00	25% of all 'Estate Service	year - in-line with the best	Fees may be based on	fees should be	
01,01,10		£315.00	Charges' for the year	practice and guidance from	standards, but Mainstay	reduced by 25%.	
Invoice			(£6,359). However, £800	ARMA and RICS and are split	simply have not complied	,	
425324		£1,260	of this total are simply	across the service charge	with what they have been		
01/04/13		Total	allocated to reserves,	levels (for houses and	contracted to do, agreed to		
			leaving the management	apartments). The per unit fee	do, and have said that they		
Invoice			fee (£1,260/£5,559) at	is based on the anticipated	have done:		
440850			23% of all expenditure	work to be undertaken in			
01/07/13			incurred. This seems	relation to the scope of the	<ul> <li>Specification and</li> </ul>		
1			unreasonable for the	duties contained within the	selection of		
Invoice 454078			amount of work incurred and definitely in relation	management agreement which includes but is not	contractors:		
454078			to the amount of work	limited to:	Mainstay have simply used		
01/10/13			completed.	infilted to:	contractors already		
			completed.	<ul> <li>Specification and</li> </ul>	confirmed on their		
			Of the (£5,559 - £1,260)	selection of	approved list from		
			£4,299 actual	contractors for	England. They have		
			expenditure, £587 related	service contracts for	not sought local		
			to 'Accountancy, Auditors	equipment, utilities	tradesman who		
			and Bank Charges'. These	and soft services,	could offer a more		
			are simple contracts which	including periodic	competitive service,		
			incur no management	assessments such as	and who would		
			other than agreeing the	fire risk assessments.	have been more		
			contract.		readily available for		
				<ul> <li>Processing of supplier</li> </ul>	any rework. The		

This means that £1,260	and utility invoice	Applicants have	
was charged in relation to	and payment,	spent time seeking	
actual expenditure of	maintaining records	and recommending	
£3,712 which is not	and dealing with any	local contractors	
reasonable, especially	related queries.	themselves, indeed	
when £490 was a single		Mainstay asked us	
grounds maintenance	<ul> <li>Regular site visits by</li> </ul>	to do this as they	
contract, which residents	the property	would not be pro-	
have had continued issues	manager	active in this	
with not represented in		respect.	
this application.	<ul> <li>Setting and issuing of</li> </ul>	<ul> <li>Processing payments</li> </ul>	
	service charge	and maintaining	
The majority of costs were	budgets	records: Mainstay	
related to issues with	-	have not been	
gates which are subject of	<ul> <li>Creation and posting of</li> </ul>	forthcoming with	
this application.	quarterly service	records. Their	
Professional construction	charge payment	website is never	
and maintenance would	requests to all	updated. Applicants	
have negated the ned for	customers and	have had to chase	
these continued costs.	issuing reminders	for completed	
	where necessary	records and each	
Throughout the year		time have had	
residents were promised	<ul> <li>Processing of</li> </ul>	slightly different	
many visits and	payments from	information.	
improvements from	customers and	Applicants have	
Mainstay. However, site	maintaining records	been charged for	
visits were not completed	of their accounts	invoices that are no	
as promised, and at no		longer in existence	
point did Mainstay check	<ul> <li>Organising general</li> </ul>	which does not	
work that they had	repairs and actions	provide financial	
commissioned, leading to	following any	assurance to the	
repeated re-work.	statutory tests to fire	Applicants.	
	alarms, lighting,	Regular site visits:	
The Applicants therefore	gates, etc. and risk	These simply have	
believe that a minimal	assessments	not happened. They	
£100 should be		have been	
reasonably incurred. This	<ul> <li>Administering</li> </ul>	promised and	
reflects actual work	insurance claims (of	scheduled, but	
incurred and the stress		rarely (until more	

<u> </u>	in a summer of the state of the			1
	incurred by all residents of	which there has been	recently – 12	
	having to continually	an average of	months)	
	check and challenge work	between 1 and 2 for	completed. Those	
	which is what Mainstay	years 2012-16)	that have been	
	have been paid to do.		completed have not	
		<ul> <li>Attending resident's</li> </ul>	been suitably	
		meetings (of which	documented so	
		there has been an	that the residents	
		average of at least	can be assured of	
		one per year	good value for	
		between 2012-16)	money.	
		,		
		<ul> <li>Answering calls and</li> </ul>		
		dealing with general		
		enquiries via		
		email/letter from		
		customers		
		(leaseholders) (of		
		which there has been		
		an average of 45 per		
		year between 2012-		
		2016)		

P686S565 SJ

**Residential Property Tribunal Wales** 

File Ref:

Leasehold Valuation Tribunal

Scott Schedule

Penmaen Bod Eilias, Old Colwyn, Conwy, LL29 9BL Year Service Charge

D	D	Μ	Μ	Υ	Υ
0	1	0	1	1	4

D	D	Μ	Μ	Υ	Y
3	1	1	2	1	4

Item No	Description	Amount	Applicants Comments	Respondents Comments	Outstanding issue or resolved	Tribunal comments	Amount determined as payable by the Tribunal
Invoice 472048 01/01/14	Wind damage	£116.40	Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed. The contractor here was from Cheshire, thus incurring travel costs before even undertaking the work. Please note that this appears to have been credited. The applicants are not challenging this payment in this schedule as it has been paid by someone else, but are highlighting it as evidence of the inappropriate construction and maintenance of the site. This is historical evidence supporting the claim that construction and maintenance has been inappropriate.	Out of hours call out - wind damage to gable end of building. Fix metal pins and install barrier tape for safety reasons. This invoice wwas recharged to Avant Homes (previously Gladedale). The contractor was travelled from further afield but the price would have been for the job/works and call out. Also, this was an emergency call, outside of normal working hours The costs of the works have been picked up by the developer retrospectively following communication from Mainstay	Resolved: Referenced as it clearly shows construction issues which the landlord has accepted responsibility for. In addition maintenance/completion of any works to rectify issues has not been effective as there has been continued rework	Resolved – Tribunal does not need to determine.	£0
Invoice 489194 14/03/14	Roof repaired	£6,540.00	Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks	Hire and erect scaffolding, roofing team for 4 days and front and rear tile repairs following storm damage. This invoice was recharged to Avant Homes (previously	Resolved: Referenced as it clearly shows construction issues which the landlord has accepted responsibility for. In addition	Resolved – Tribunal does not need to determine.	£O

			completed. The contractor here was from City Maintenance, thus incurring travel costs before even undertaking the work. Please note that this appears to have been credited. The applicants are not challenging this payment in this schedule as it has been paid by someone else, but are highlighting it as evidence of the inappropriate construction and maintenance of the site. This is historical evidence supporting the claim that	Gladedale). The contractor was travelled from further afield but the price would have been for the job/works. Developer picked up the cost of these works following communication from Mainstay	maintenance/completion of any works to rectify issues has not been effective as there has been continued rework		
			construction and maintenance has been				
No invoice no. 1297133 03/04/14	Reimburse car repair costs	£120.00	inappropriate. Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed. The contractor here appears to be Mainstay, thus incurring travel costs before even undertaking the work. The applicants do not believe that it is reasonable to pay any expenditure in relation to these	Unable to trace this invoice	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed. Mainstay cannot even find this invoice which is a breach of financial regs. There is no way that an unknown invoice can be charged to the Residents/Applicants.	The Tribunal determines that this sum is not payable – no invoice could be produced.	£O

No invoice no. PO CLT/185824 14/03/14	Roofing repairs	£1,635.00	unreasonable demands. The site should have been constructed appropriately for such a location, and as described in sales brochures. Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed. The contractor here appears to be City Maintenance, thus incurring travel costs before even undertaking the work. The applicants do not believe that it is reasonable to pay any expenditure in relation to these unreasonable demands. The site should have been constructed appropriately for such a location, and as	This is part of the invoice 489194 costs as this is a PO order not invoice number and costs picked up by developer The contractor was travelled from further afield but the price would have been for the job/works Costs paid by developer	Resolved (assuming this is a duplicate entry): Referenced as it clearly shows construction issues which the landlord has accepted responsibility for. In addition maintenance/completion of any works to rectify issues has not been effective as there has been continued rework	Resolved – Tribunal does not need to determine.	£0
No invoice no. PO CLT/195348 25/06/14	Roofing repairs	£1,080.00	Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed. The contractor here appears	Guttering repairs by city Maintenance, invoice 511557 The contractor was travelled from further afield but the price would have been for the job/works	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.	The Tribunal accepts the Applicants' evidence that this was repeat work and determines that the sum is not payable.	£O

			to be City Maintenance, thus incurring travel costs before even undertaking the work. The applicants do not believe that it is reasonable to pay any expenditure in relation to these unreasonable demands. The site should have been constructed appropriately for such a location, and as described in sales brochures.	Ongoing maintenance will be required to the buildings and this is financed the general maintenance aspect of the service charge budget			
Invoice 493157 07/04/14	Repairs to roof	£1,260.00	Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed. The contractor here appears to be City Maintenance, thus incurring travel costs before even undertaking the work. The applicants do not believe that it is reasonable to pay any expenditure in relation to these unreasonable demands. The site should have been constructed appropriately for such a location, and as described in sales brochures.	Hire of cherry picker - tile and roof repair to main roof, clearing of gutters & supplying and fitting of leaf guards to front The contractor was travelled from further afield but the price would have been for the job/works These works are maintenance items and would ordinarily be financed through the general maintenance element of the service charge budget	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed. Does a 4 storey building on a cliff face with no trees near by need leaf guards?	The Tribunal determines that this sum is payable in full.	£1,260.00

Invoice 493633 06/03/14	Corner off area below roof due to failing	£180.00	Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed. The contractor here appears to be City Maintenance, thus incurring travel costs before even undertaking the work. The applicants do not believe that it is reasonable to pay any expenditure in relation to these unreasonable demands. The site should have been constructed appropriately for such a location, and as described in sales	Corner off area below roof due to falling debris. Make area safe and remove debris and aerials The contractor was travelled from further afield but the price would have been for the job/works These works are maintenance items and would ordinarily be financed through the general maintenance element of the service charge budget	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.	The Tribunal determines that this sum is payable in full.	£180.00
Invoice 496631 07/05/15	Repaired pipes	£96.00	brochures. Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed. The contractor here appears to be City Maintenance, thus incurring travel costs before even undertaking the work. The applicants do not	Downpipe repairs near apartment 59 - side of building The contractor was travelled from further afield but the price would have been for the job/works These works are maintenance items and would ordinarily be financed through the general maintenance element of the	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.	The Tribunal determines that this sum is payable in full.	£96.00

Invoice 514893 28/08/14	Hire of scaffolding	£600.00	believe that it is reasonable to pay any expenditure in relation to these unreasonable demands. The site should have been constructed appropriately for such a location, and as described in sales brochures. Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed. The contractor here is from	Service charge budget GP Property Advisors - Hiring of scaffolding - inspection of roof. This invoice were recharged to Avant Homes (previously Gladedale). GP Property advisors are located in Colwyn Bay	Resolved: Referenced as it clearly shows construction issues which the landlord has accepted responsibility for. In addition maintenance/completion of any works to rectify issues has not been effective as there has	Resolved – Tribunal does not need to determine.	£0
			an unknown location. Please note that this appears to have been credited. The applicants are not challenging this payment in this schedule as it has been paid by someone else, but are highlighting it as evidence of the inappropriate construction and maintenance of the site. This is historical evidence supporting the claim that construction and maintenance has been inappropriate.	Developer picked up the costs following communication from Mainstay	been continued rework		
Invoice 517635 20/08/14	Pointing repairs to two gables	£96.00	Roof issues borne out of inappropriate construction/finishing to the roof line and continued	Pointing repairs to two gables	Outstanding: Construction issue that should not have happened if building	The Tribunal accepts the Applicants' evidence that	£O

			inappropriate maintenance, with no quality checks completed. The contractor here appears to be City Maintenance, thus incurring travel costs before even undertaking the work. The applicants do not believe that it is reasonable to pay any expenditure in relation to these unreasonable demands. The site should have been constructed appropriately for such a location, and as described in sales brochures.	The contractor was travelled from further afield but the price would have been for the job/works These works are maintenance items and would ordinarily be financed through the general maintenance element of the service charge budget	checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.	this was repeat work and accordingly determines that the sum is not payable.	
Invoice 519505 24/03/14	Pointing repairs	£1,140.00	Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed. The contractor here appears to be City Maintenance, thus incurring travel costs before even undertaking the work. The applicants do not believe that it is reasonable to pay any expenditure in relation to these unreasonable demands. The	Repoint gable using on site scaffolding near to scaffolding The contractor was travelled from further afield but the price would have been for the job/works These works are maintenance items and would ordinarily be financed through the general maintenance element of the service charge budget	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.	The Tribunal determines that this sum is payable in full.	£1,140.00

Invoice 479403 01/01/14	Professional fees for scaffolding Building	f1,280.00	site should have been constructed appropriately for such a location, and as described in sales brochures. Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed. Please note that this appears to have been credited. The applicants are not challenging this payment in this schedule as it has been paid by someone else, but are highlighting it as evidence of the inappropriate construction and maintenance of the site. This is historical evidence supporting the claim that construction and maintenance has been inappropriate. Building issues borne out of	GP Property Advisors - Professional fees, defects report and erection/hire of scaffolding for eight week period. This invoice was recharged to Avant Homes (previously Gladedale). Developer paid these costs following communication from Mainstay	Resolved: Referenced as it clearly shows construction issues which the landlord has accepted responsibility for. In addition maintenance/completion of any works to rectify issues has not been effective as there has been continued rework	Resolved – Tribunal does not need to determine.	£0
476695 09/01/14	defect	1234.00	inappropriate construction/finishing and continued inappropriate maintenance, with no quality checks completed. The contractor here appears to be City Maintenance, thus incurring travel costs before even undertaking the	53 and pointing repairs to parapet. Coat balcony in fibre glass The contractor was travelled from further afield but the price would have been for the job/works These works are maintenance	Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.	determines that this sum is not payable for the reasons set out in paragraph 31 of the decision.	

			work. The applicants do not believe that it is reasonable to pay any expenditure in relation to these unreasonable demands. The site should have been constructed appropriately for such a location, and as described in sales brochures.	items and would ordinarily be financed through the general maintenance element of the service charge budget			
Invoice 483294 31/01/14	Building defect	£1,620.00	Building issues borne out of inappropriate construction/finishing and continued inappropriate maintenance, with no quality checks completed. The contractor here appears to be City Maintenance, thus incurring travel costs before even undertaking the work. The applicants do not believe that it is reasonable to pay any expenditure in relation to these unreasonable demands. The site should have been constructed appropriately for such a location, and as described in sales brochures.	Redecoration to apartment 51 - living room and bedroom. Water leak from balcony of 53. Attempted to make NHBC claim but not successful These works are maintenance items and would ordinarily be financed through the general maintenance element of the service charge budget These works are maintenance items and would ordinarily be financed through the general maintenance element of the service charge budget.	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.	The Tribunal determines that this sum is not payable for the reasons set out in paragraph 31 of the decision.	£0
Invoice 469806	Apartment Management	£382.50 £382.50	The apartment management fees of £1,530 represent	The apartment fees for this financial year equate to	Outstanding:	The Tribunal determines that	£1,147.50
01/01/14 Invoice	fees	£382.50 £382.50	12% of all 'Apartment Service Charges' for the year	£127.50, per unit.	Fees may be based on standards, but Mainstay	the fees should be reduced by	

401069		(612,102) Ценерал 62,000	The menorement free are		250/	
491068	64 530	(£13,192). However, £2,000	The management fees are	simply have not complied with	25%	
02/04/14	£1,530	of this total are simply	based on a per unit fee, per	what they have been		
Invoice	Total	allocated to reserves,	year - in-line with the best	contracted to do, agreed to		
504877		leaving the management fee	practice and guidance from	do, and have said that they		
01/07/14		(£1,530/£11,192) at 14% of	ARMA and RICS and are split	have done:		
Invoice		all expenditure incurred.	across the service charge			
520640		This increase in costs is a	levels (for houses and	<ul> <li>Specification and</li> </ul>		
01/10/14		direct result of continued	apartments). The per unit fee	selection of		
		poor management and	is based on the anticipated	contractors:		
		growing issues in relation to	work to be undertaken in	Mainstay have		
		apartment construction. It is	relation to the scope of the	simply used		
		unreasonable for these	duties contained within the	contractors already		
		costs to be incurred by the	management agreement	confirmed on their		
		residents.	which includes but is not	approved list from		
			limited to:	England. They have		
		Of the (£11,192 - £1,530)		not sought local		
		£9,662 actual expenditure,	<ul> <li>Specification and</li> </ul>	tradesman who		
		£1,459 related to 'Utility	selection of	could offer a more		
		Costs'. This is a single	contractors for	competitive service,		
		contract and has required	service contracts for	and who would have		
		no management since its	equipment, utilities	been more readily		
		inception. Costs here were	and soft services,	available for any		
		increasing because Mainstay	including periodic	rework. The		
		could not fix heating and	assessments such as	Applicants have		
		lighting issues which	fire risk	spent time seeking		
		resulted in heaters and	assessments.	and recommending		
		lights staying on		local contractors		
		permanently. This in reality	<ul> <li>Processing of supplier</li> </ul>	themselves, indeed		
		means that £1,530 has been	and utility invoice	Mainstay asked us to		
		incurred to manage the	and payment,	do this as they would		
		'Maintenance Costs'	maintaining records	not be pro-active in		
		(£8,300).	and dealing with	this respect.		
			any related queries.	<ul> <li>Processing payments</li> </ul>		
		However, 'Cleaning' was a		and maintaining		
		simple contracts which the	<ul> <li>Regular site visits by</li> </ul>	records: Mainstay		
		residents were involved	the property	have not been		
		with and so limited	manager	forthcoming with		
		management was required,	0-	records. Their		
		and in reality the Applicants	<ul> <li>Setting and issuing of</li> </ul>	website is never		
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	have had continual issues	service charge	updated. Applicants	
	with which are not covered	budgets	have had to chase	
	in this application. 'Out of		for completed	
	hours' is a standard fee set	<ul> <li>Creation and posting</li> </ul>	records and each	
	up, along with 'Health and	of quarterly service	time have had	
	Safety' costs. When these	charge payment	slightly different	
	contracts are removed,	requests to all	information.	
	there is then just the	customers and	Applicants have	
	'Common Area Repairs' and	issuing reminders	been charged for	
	'Fire Safety Systems' which	where necessary	invoices that are no	
	were left to be managed,		longer in existence	
	totalling just £6,817.	<ul> <li>Processing of</li> </ul>	which does not	
		payments from	provide financial	
	This means that £1,530 has	customers and	assurance to the	
	been charged for managing	maintaining records	Applicants.	
	just a few contracts which is	of their accounts	<ul> <li>Regular site visits:</li> </ul>	
	extremely unreasonable. A		These simply have	
	residential management	<ul> <li>Organising general</li> </ul>	not happened. They	
	company would have	repairs and actions	have been promised	
	charged potentially £0 for	following any	and scheduled, but	
	his work.	statutory tests to	rarely (until more	
		fire alarms, lighting,	recently – 12	
	The 'Common Area Repairs'	gates, etc. and risk	months) completed.	
	costs of £6,132 are only a	assessments	Those that have	
	portion of the actual work		been completed	
	and costs involved on the	<ul> <li>Administering</li> </ul>	have not been	
	site (as shown above).	insurance claims (of	suitably documented	
	However, it is the	which there has	so that the residents	
	management of this work	been an average of	can be assured of	
	which is in question within	between 1 and 2 for	good value for	
	this application. If the	years 2012-16)	money.	
	construction was		<ul> <li>Organising general</li> </ul>	
	appropriate and the work	<ul> <li>Attending resident's</li> </ul>	repairs: This has	
	undertaken inspected and	meetings (of which	simply not	
	completed professionally,	there has been an	happened, or been	
	then this additional work	average of at least	ineffective. Little if	
	would have been avoided.	one per year	no quality assurance	
		between 2012-16)	is ever completed.	
	Throughout the year		Residents are not	

InvoiceRepaired RespiredE&84.90Exert stand many visits and improvements from wisits were not completed as promised, and an opoint did Mainstay, However, site visits were not completed as promised, and an opoint did Mainstay, However, site visits were not completed as promised, and an opoint did Mainstay, However, site visits were not completed as promised, and an opoint did Mainstay, However, site visits were not completed as promised, and an opoint of that they had that they had they had that they had they had that they had they					A			
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InvoiceReparedEf84.80These costs were incurred in visits were not completed as promised, and at no point did Mainstay check work did Mainstay check work that they had repeated re-work.email/letter from customers (lesscholders) (of which there has 0212-2016)unnecessarily. Administering insurance claims: All opplication. If the construction and main vehicle workemail/letter from (lesscholders) (of which there has 0212-2016)unnecessarily. Administering insurance claims: All opplication. If the construction and main vehicle work.email/letter from (lesscholders) (of which there has 0212-2016)Administering of these claims have related to the issues opplication. If the construction and have remained extremely absent from the site which has led to the inferctive management of it. There has no teen over £100 of work spent per month on this site.A more reasonable figure mougle de 250 which represented work incurred to a disease opporties.A more reasonable figure mougle de 250 which represented work involved, if the site hand incurred to the issues that he residents have incurred try into do dress the involved, if the site hand involved, if the site hand incurred try into do dress the site has the site has the site site work involved, if the site hand incurred try into do dress the site has the site site were incurred in recompense for the stress that the residents have involved, if the site hand incurred try into do dress thes issues.Docrare -supply and fit me send and arceive autocell and send and arceive autocell and send and arceive autocell and send and arceive autocell and determines thatThe Tribunat determines that <td></td> <td></td> <td></td> <td>,</td> <td></td> <td></td> <td></td> <td></td>				,				
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Image been appropriately managed, and as recompense for the stress that the residents have incurred trying to address these issues.not been effectively done.self stress done. <td></td> <td></td> <td></td> <td>involved, if the site had</td> <td></td> <td></td> <td></td> <td></td>				involved, if the site had				
Invoice 494997Repaired main vehicle£848.40These costs were incurred in relation to damaged gatesDoorcare - supply and fit new send and receive autocell andOutstanding: theten incurred trying to add ress that the residents have incurred trying to address these issues.Doorcare - supply and fit new send and receive autocell andOutstanding: theten incurred trying to add ress the residents have the residents have these issues.The Tribunal determines that£848.40				been appropriately		-		
Invoice 494997Repaired main vehicle£848.40These costs were incurred in relation to damaged gatesDoorcare - supply and fit new send and receive autocell andOutstanding: the cost autocell and determines thatThe Tribunal determines that£848.40				managed, and as		-		
Invoice 494997Repaired main vehicle£848.40These costs were incurred in relation to damaged gatesDoorcare - supply and fit new send and receive autocell andOutstanding: these incurred in outstanding:The Tribunal determines that£848.40				-				
InvoiceRepaired£848.40These costs were incurred in relation to damaged gatesDoorcare - supply and fit new send and receive autocell andOutstanding: outstanding:The Tribunal determines that£848.40								
InvoiceRepaired£848.40These costs were incurred in relation to damaged gatesDoorcare - supply and fit new send and receive autocell andOutstanding: outstanding:The Tribunal determines that£848.40				incurred trying to address				
494997 main vehicle relation to damaged gates send and receive autocell and determines that								
494997 main vehicle relation to damaged gates send and receive autocell and determines that	Invoice	Repaired	£848.40	These costs were incurred in	Doorcare - supply and fit new	Outstanding:	The Tribunal	£848.40
	494997			relation to damaged gates		_	determines that	
	29/04/14	gate		which were never properly	two new relays. Car park gate	Construction issue that should	this sum is	
fixed or maintained since, opening and closing by itself not have happened if building payable in full.		-				not have happened if building	payable in full.	

			which has resulted in		checks had been completed		
			further loss to the residents,		effectively, construction was		
			and inconvenience when	The contractor was travelled	fit for purpose, and		
			the gates have not been	from further afield but the	maintenance was effectively		
			working.	price would have been for the	managed.		
			working.	job/works	managea.		
			The contractor here was				
			from Derbyshire. This is the				
			first contractor to be used	These works are maintenance			
			from a local area and hence	items and would ordinarily be			
			costs are more reasonable,	financed through the general			
			albeit related to disputed	maintenance element of the			
			works.	service charge budget. Gates			
				are mechanical/electrical so			
			The Applicants do not think	will be subject to necessary			
			that it is reasonable to pay	repairs			
			any costs incurred in				
			relation to the gates as they				
			have not been properly				
			installed or maintained since				
			inception.				
Invoice	Main gates	£469.80	These costs were incurred in	Doorcare - LED for safety	Outstanding:	The Tribunal	£469.80
492054	not working		relation to damaged gates	circuit not on and transmitter		determines that	
28/03/14			which were never properly	batteries were low. Supplied	Construction issue that should	this sum is	
			fixed or maintained since,	and fitted 4 new batteries	not have happened if building	payable in full.	
			which has resulted in		checks had been completed		
			further loss to the residents,	The contractor was travelled	effectively, construction was		
			and inconvenience when	from further afield but the	fit for purpose, and		
			the gates have not been	price would have been for the	maintenance was effectively		
			working.	job/works	managed.		
			The contractor here was				
			from Derbyshire. This is the	These works are maintenance			
			first contractor to be used	items and would ordinarily be			
			from a local area and hence	financed through the general			
			costs are more reasonable,	maintenance element of the			
			albeit related to disputed	service charge budget.			
			works.	Gates are			
				mechanical/electrical so will			

r			The Angliants de metrici				1
			The Applicants do not think	be subject to necessary			
			that it is reasonable to pay	repairs			
			any costs incurred in				
			relation to the gates as they				
			have not been properly				
			installed or maintained since				
			inception.				
Invoice	6 monthly	£328.41	These costs were incurred in	As per the HSE regulations, it	Outstanding:	The Tribunal	£656.78
491662	gate	£328.37	relation to damaged gates	is recommended to inspect		determines that	
26/03/14	inspection		which were never properly	and service gates every six	Construction issue that should	this sum is	
		£656.78	fixed or maintained since,	months, therefore these	not have happened if building	payable in full.	
Invoice		Total	which has resulted in	invoices relate to the	checks had been completed		
516088			further loss to the residents,	servicing, and not to ad-hoc	effectively, construction was		
28/08/14			and inconvenience when	repairs.	fit for purpose, and		
			the gates have not been		maintenance was effectively		
			working.	Contractor was Doorcare and	managed.		
				Security Limited			
			The contractor here is		If these inspections were		
			unknown.	Health & Safety Requirement	carried out properly, then		
					continued rework would not		
			The Applicants do not think		have occurred.		
			that it is reasonable to pay				
			any costs incurred in		Mainstay have continued to		
			relation to the gates as they		use the same company here		
			have not been properly		when it has been proven that		
			installed or maintained since		they are not effective.		
			inception.		,		
Invoice	Estate	£322.50	The estate management	The estate fees for this	Outstanding:	The Tribunal	£967.50
469805	Management	£322.50	fees of £1,290 represent	financial year equate to		determines that	
01/01/14	fees	£322.50	21% of all 'Estate Service	£67.89, per unit.	Fees may be based on	the fees should	
Invoice		£322.50	Charges' for the year	· •	standards, but Mainstay	be reduced by	
491069			(£6,106). However, £800 of	The management fees are	simply have not complied with	25%.	
02/04/14		£1,290	this total are simply	based on a per unit fee, per	what they have been		
Invoice		Total	allocated to reserves,	year - in-line with the best	contracted to do, agreed to		
504878			leaving the management fee	practice and guidance from	do, and have said that they		
01/07/14			(£1,290/£5,306) at 24% of	ARMA and RICS and are split	have done:		
Invoice			all expenditure incurred.	across the service charge			
520641			This seems unreasonable for	levels (for houses and	<ul> <li>Specification and</li> </ul>		
01/10/14			the amount of work	apartments). The per unit fee	selection of		
· =, = -, <b>=</b> ·						l	

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incurred and definitely in	is based on the anticipated	contractors:	
relation to the amount of	work to be undertaken in	Mainstay have	
work completed.	relation to the scope of the	simply used	
	duties contained within the	contractors already	
Of the (£5,306 - £1,290)	management agreement	confirmed on their	
£4,016 actual expenditure,	which includes but is not	approved list from	
£694 related to	limited to:	England. They have	
'Accountancy, Auditors and	<ul> <li>Specification and</li> </ul>	not sought local	
Bank Charges'. These are	selection of	tradesman who	
simple contracts which incu	contractors for	could offer a more	
no management other than	service contracts for	competitive service,	
agreeing the contract.	equipment, utilities	and who would have	
	and soft services,	been more readily	
This means that £1,290 was	including periodic	available for any	
charged in relation to actual	assessments such as	rework. The	
expenditure of £3,322 which	n fire risk	Applicants have	
is not reasonable, especially	assessments.	spent time seeking	
when £645 was a single		and recommending	
grounds maintenance	<ul> <li>Processing of supplier</li> </ul>	local contractors	
contract, which residents	and utility invoice	themselves, indeed	
have had continued issues	and payment,	Mainstay asked us to	
with not represented in this	maintaining records	do this as they would	
application.	and dealing with	not be pro-active in	
	any related gueries.	this respect.	
The majority of costs were	, ,	<ul> <li>Processing payments</li> </ul>	
related to issues with gates	<ul> <li>Regular site visits by</li> </ul>	and maintaining	
which are subject of this	the property	records: Mainstay	
application. Professional	manager	have not been	
construction and	C C	forthcoming with	
maintenance would have	<ul> <li>Setting and issuing of</li> </ul>	records. Their	
negated the need for these	service charge	website is never	
continued costs.	budgets	updated. Applicants	
		have had to chase	
Throughout the year	<ul> <li>Creation and posting</li> </ul>	for completed	
residents were promised	of quarterly service	records and each	
many visits and	charge payment	time have had	
improvements from	requests to all	slightly different	
Mainstay. However, site	customers and	information.	
visits were not completed as		Applicants have	

	promised, and at no point	where necessary	been charged for	
	lid Mainstay check work		invoices that are no	
tł	hat they had	<ul> <li>Processing of</li> </ul>	longer in existence	
C	commissioned, leading to	payments from	which does not	
re	epeated re-work.	customers and	provide financial	
		maintaining records	assurance to the	
Т Т	he Applicants therefore	of their accounts	Applicants.	
b	elieve that a minimal £100		<ul> <li>Regular site visits:</li> </ul>	
si	hould be reasonably	<ul> <li>Organising general</li> </ul>	These simply have	
ir	ncurred. This reflects actual	repairs and actions	not happened. They	
	vork incurred and the stress	following any	have been promised	
ir	ncurred by all residents of	statutory tests to	and scheduled, but	
h	naving to continually check	fire alarms, lighting,	rarely (until more	
a	ind challenge work which is	gates, etc. and risk	recently – 12	
	vhat Mainstay have been	assessments	months) completed.	
p	oaid to do.		Those that have	
		<ul> <li>Administering</li> </ul>	been completed	
		insurance claims (of	have not been	
		which there has	suitably documented	
		been an average of	so that the residents	
		between 1 and 2 for	can be assured of	
		years 2012-16)	good value for	
			money.	
		<ul> <li>Attending resident's</li> </ul>		
		meetings (of which		
		there has been an		
		average of at least		
		one per year		
		between 2012-16)		
		<ul> <li>Answering calls and</li> </ul>		
		dealing with general		
		enquiries via		
		email/letter from		
		customers		
		(leaseholders) (of		
		which there has		
		been an average of		
		45 per year between		

		2012-2016)		

## P686S565 SJ

## **Residential Property Tribunal Wales**

File Ref:

## Leasehold Valuation Tribunal

## Scott Schedule

Penmaen Bod Eilias, Old Colwyn, Conwy, LL29 9BL **Year**  Service Charge

D	D	Μ	Μ	Y	Y
0	1	0	1	1	5

D	D	Μ	Μ	Υ	Υ
3	1	1	2	1	5

Item No	Description	Amount	Applicants Comments	Respondents Comments	Outstanding issue or resolved	Tribunal comments	Amount determine d payable by the Tribunal
Invoice 565960 07/05/15	Roof repairs	£2,934.00	Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed. The contractor here appears to be City Maintenance, thus incurring travel costs before even undertaking the work. The applicants do not believe that it is reasonable to pay any expenditure in relation to these	Hiring of scaffolding & roofing team for 1 day to carry out pointing repairs front elevation by City Maintenance The contractor was travelled from further afield but the price would have been for the job/works These works are maintenance items and would ordinarily be financed through the general maintenance element of the service charge budget	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.	The Tribunal accepts the Applicants' evidence that this is repeat work and determines that the sum is not payable.	£O

<b>F</b>		T	unanggangka dan sala Tha si				1
			unreasonable demands. The site				
			should have been constructed				
			appropriately for such a location,				
			and as described in sales				
			brochures.				
Invoice	Gutter/downpi	£235.20	Roof issues borne out of	Gutter/downpipe repair.	Outstanding:	The Tribunal accepts	£0
565962	pe repair		inappropriate	Downpipe coming away from wall		that Applicants'	
05/05/15			construction/finishing to the roof		Construction issue that	evidence that this is	
			line and continued inappropriate		should not have happened	repeat work and	
			maintenance, with no quality		if building checks had been	determines that the	
			checks completed.	The contractor was travelled from	completed effectively,	sum is not payable.	
			· · · · · · · · · · · · · · · · · · ·	further afield but the price would	construction was fit for		
			The contractor here appears to be	have been for the job/works	purpose, and maintenance		
			City Maintenance, thus incurring	have been for the job, works	was effectively managed.		
			travel costs before even	These works are maintenance	was chectively managea.		
			undertaking the work.	items and would ordinarily be			
			undertaking the work.	financed through the general			
			The applicants do not believe that	maintenance element of the			
			it is reasonable to pay any	service charge budget			
			expenditure in relation to these				
			unreasonable demands. The site				
			should have been constructed				
			appropriately for such a location,				
			and as described in sales				
			brochures.				
Invoice	Apartment	£392.50	The apartment management fees	The apartment fees for this	Outstanding:	The Tribunal	£1,177.50
538796	Management	£392.50	of £1,570 represent 12% of all	financial year equate to £130.83,		determines that the	
02/01/15	Fees	£392.50	'Apartment Service Charges' for the	per unit.	Fees may be based on	fees claimed should	
		£392.50	year (£12,851). However, £3,000 of		standards, but Mainstay	be reduced by 25%.	
Invoice			this total are simply allocated to	The management fees are based	simply have not complied		
557803		£1,570	reserves, leaving the management	on a per unit fee, per year - in-line	with what they have been		
07/04/15		Total	fee (£1,570/£9,851) at 16% of all	with the best practice and	contracted to do, agreed to		
			expenditure incurred. This increase	guidance from ARMA and RICS and	do, and have said that they		
Invoice			in costs is a direct result of	are split across the service charge	have done:		
575152			continued poor management and	levels (for houses and apartments).			
01/07/15			growing issues in relation to	The per unit fee is based on the	<ul> <li>Specification and</li> </ul>		
, - , 2			apartment construction. It is	anticipated work to be undertaken	selection of		
Invoice			unreasonable for these costs to be	in relation to the scope of the	contractors:		
593591			incurred by the residents.	duties contained within the	Mainstay have		
555551	L		mean ca by the residents.	wates contained within the	iviallistay llave	1	

01/10/15		management agreement which	simply used	
01/10/12	of the (50 054 - 54 570) 50 201	management agreement which	simply used	
	Of the (£9,851 - £1,570) £8,281	includes but is not limited to:	contractors	
	actual expenditure, £2,042 related		already confirmed	
	to 'Utility Costs'. This is a single	<ul> <li>Specification and selection</li> </ul>	on their approved	
	contract and has required no	of contractors for service	list from England.	
	management since its inception.	contracts for equipment,	They have not	
	Costs here were increasing because	utilities and soft services,	sought local	
	Mainstay could not fix heating and	including periodic	tradesman who	
	lighting issues which resulted in	assessments such as fire	could offer a more	
	heaters and lights staying on	risk assessments.	competitive	
	permanently. This in reality means		service, and who	
	that £1,570 has been incurred to	<ul> <li>Processing of supplier and</li> </ul>	would have been	
	manage the 'Maintenance Costs'	utility invoice and	more readily	
	(£4,886).	payment, maintaining	available for any	
		records and dealing with	rework. The	
	However, 'Cleaning' was a simple	any related queries.	Applicants have	
	contract which the residents were		spent time	
	involved with and so limited	<ul> <li>Regular site visits by the</li> </ul>	seeking and	
	management was required, and in	property manager	recommending	
	reality the Applicants have had		local contractors	
	continual issues with which are not	<ul> <li>Setting and issuing of</li> </ul>	themselves,	
	covered in this application. 'Out of	service charge budgets	indeed Mainstay	
	hours' is a standard fee set up,		asked us to do this	
	along with 'Health and Safety'	<ul> <li>Creation and posting of</li> </ul>	as they would not	
	costs. When these contracts are	quarterly service charge	be pro-active in	
	removed, there is then just the	payment requests to all	this respect.	
	'Common Area Repairs' and 'Fire	customers and issuing	Processing	
	Safety Systems' which were left to	reminders where	payments and	
	be managed, totalling just £3,671.	necessary	maintaining	
			records: Mainstay	
	This means that £1,570 has been	<ul> <li>Processing of payments</li> </ul>	have not been	
	charged for managing just a few	from customers and	forthcoming with	
	contracts which is extremely	maintaining records of	records. Their	
	unreasonable. A residential	their accounts	website is never	
	management company would have		updated.	
	charged potentially £0 for his work.	<ul> <li>Organising general repairs</li> </ul>	Applicants have	
		and actions following any	had to chase for	
	The 'Common Area Repairs' costs	statutory tests to fire	completed	
	of £3,263 are only a portion of the	statutory tests to fire	records and each	
		1		

the site (as shown above). However, it is the management of it is work which is in question within this application. If the construction was appropriated and to motertaken inspected and completed professionally, then this additional work would have been avoided Administering insurace been ourge of hos been ourge of to longer in existence which does not provide financial meetings (of which there hos been on overage of improvements from Mainstay, However, site wists were not nopimied and rossioned, leading to they had commissioned, leading to they had commissioned, leading to repeated re-work Attending resident's meetings (of which there hos been on overage of to least one per year)- Regular site visits: result with they had commissioned, leading to repeated re-work Attending resident's meetings (of which there hos been on overage of to least one per year)- Regular site visits: result with the set havplicants were not happened. They have been promised and tho point id Mainstay which have here not represented visits were not there has been an overage of 45 per year between 2012-2016- Regular site visits: result with there there has been an completed have completed have completed have completed have completed have completed have there has been an overage of 45 per year between 2012-2016- Regular site visits meensited were completed have completed				
However, it is the management of this work which is in guestion within this application. If the construction was appropriate and the work undertaken inspected along completed professionally, then this additional work would have been avoided Administering insurance claims (of which there has been on average of personally divides that are involves that are hous been on average of meetings (of which there has been on average of avoided Administering insurance between 1 and 2 for years 2012-16)- Administering insurance between 1 and 2 for dees not provide financial assurance to the meetings (of which there has been on average of avoided Attending resident's meetings (of which there has been on average of assurance to the meetings (of which there has been on average of attending resident's meetings (of which there has been on average of assurance to the meetings (of which there has been on average of assurance to the meetings (of which there has been on average of assurance to the meetings (of which there has been on average of assurance to the meetings (of which there has been on average of there has been on accompleted as promised, and at no promised and scheduled, but represented value for more, and have been incurred by a company who have remained which has led to the ineffective management of it. There has not been over f100 of work spent per month on this site thad been appropriately managed, and as recompense for the stress that the recompense for the stres	actual work and costs involved on	alarms, lighting, gates,	time have had	
this work which is in guestionAdministering insuranceApplicants havewithin this application. If the construction was appropriate and the work undertaken inspected and completed professionally, then this additional work would have been avoided Administering insurance the solve an overage of persolution to been overage of subscent and 210- Administering insurance the work would have been avoided.Throughout the year residents were promised many visits and improvements from Mainstay, they had commissioned, leading to repeated re-work Attending resident's most happened. They have been to completed a professional they had they had commissioned, leading to repeated re-work Attending resident's most happened. They have been overage of 45 per year between 2012-2016)- Regular site visits: assurance to the most happened. They have been achedule, but there has been an overage of they have been completed a professional Fees' have not represented value for money, and have been incurred by a compare of 100 of work spent per month on this site Answering calls and there has been an overage of 45 per year between 2012-2016)- Regular site visits: achedule, but there has been an completed. Those there has been an overage of 45 per year overage of 45 per year between 2012-2016)- Organising general repairs: This has simply not that the residents that the residents completed have to the ineffective money Organising general repairs: This has simply not happened, or happened, or been ineffective. Little fin o gualityA more reasonable figure would be £250 which represents the work involved, if the site had been appropriately		etc. and risk	•	
Image: state in the state is appropriate and the work undertaken inspected and completed professionally, then this additional work would have been avoided.• Administering insurance claims (of which there has been an average of existence which additional work would have been avoided.• Administering insurance to the general and work of the state and the work undertaken inspected and the provide difference in the state and the work would have been and work of the state and the state and the work work that the state "professional frees" have reading with general enquiries via the analy letter from customers and have been incurred by a company who have remained extremely absent from the state which has leed to the ineffective management of it. There has not been work the state work the state and proprised of and and promosed of the state state the verage of also per year and have been incurred by a company who have remained extremely absent from the site which has leed to the ineffective management of it. There has not been over f100 of work spent per mont on this site.• Answering call state work the state been an appropriately managed, and as recompense for the states that the residents as simply not happened, or happene	· · ·	assessments		
Image: Construction was appropriate and the work undertaken inspected and the work undertaken inspected and the work would have been avoided.       Image: Construction was appropriate and the work would have been avoided.         Image: Construction was appropriate and the work would have been avoided.       Image: Construction was appropriate and the work would have been avoided.       Image: Construction was appropriate and the work would have been avoided.         Image: Construction was appropriate and the work would have been avoided.       Image: Construction was appropriate and the work would have been avoided.       Image: Construction was appropriate and the work would have been avoided.         Image: Construction was appropriate and the work would have been avoided.       Image: Construction was appropriate and the work would have been avoided.       Image: Construction was appropriate and the work in the stem and the work in the stem appropriate approprise appropriate appropriate appropriate appropri	-			
Image: completed professionally, then this additional work would have been avoided.has been an average of between 1 and 2 for years 2012-16)no longer in existence which does not provide financial assurance to the meetings (of which there hos been an average of they have been point did Mainstay, However, site visits end toppleted a professional promised, and an opoint did Mainstay check work that they have chere not repeated re-work.Attending resident's meetings (of which there hos been an average of teast one prever between 2012-16)Regular site visits: These simply have on thappened. They have been promised and to any promised, and an opoint did Mainstay check work that they had commissioned, leading to repeated re-work.Answering calls and dealing the general (leaseholders) (of which there has been an average of 45 per year between 2012-2016)Regular site visits: These simply have ent they have been to completed a spromised, and a company who have remained extremely absent from the site which has led to the ineffective management of it. There has not been over £100 of work spent per month on this site.A more reasonable figure would be £250 which represents the work involved, if the site had been appropriately managed, and as recompense for the stress that the residents have incurred trying toA more reasonable figure would be £250 which represents the work involved, if the site had been appropriately managed, and as recompense for the stress that the residents have incurred trying toMowever, is with a the incurred trying toA more reasonable figure would be £250 which represents the work involved, if the site had been appropriately managed, and as recompense for the stress that			-	
completed professionally, then this additional work would have been avoided.       between 1 and 2 for years 2012-16)       existence which does not provide financial assurance to the financial improvements from Mainstay.         Throughout the year residents were promised many visits and improvements from Mainstay.       • Attending resident's meetings (of which there has been an overage of at least one per year)       • Regular site visits:         However, site visits were not completed as promised, and at no point did Mainstay check work that they had commissioned, leading to repeated re-work.       • Answering calls and dealing with general enquiries via email/letter from customers and view been incurred by a out that these 'Professional Fees' have incurred try a documented so thich has been incurred by a between 2012-2016)       • Regular site visits:         It is therefore the Applicants view that these 'Professional Fees' have incurred by a company who have remained extremely absent from the site which has led to the ineffective management of it. There has not been ower 1000 work spent per month on this site.       • Anore reasonable figure would be £250 which represents the work involved, if the site had been appropriately managed, and as recompense for the stress that the residents have incurred trying to       • Organising general repairs is were simply not have been ineffective. Little if no quality assurance is ever		claims (of which there		
additional work would have been avoided.       years 2012-16)       does not provide financial assurance to the financial assurance to the Applicants.         Throughout the year residents were promised many visits and improvements from Mainstay. However, site visits were not completed as promised, and at no point did Mainstay check work that they had commissioned, leading to they had commissioned, leading to they had commissioned, leading to they have been       • Answering calls and dealing with general enquiries via email/letter from customers       • Answering calls and dealing with general enquiries via email/letter from sustomers         It is therefore the Applicants view that these "Professional Fees' have incurred by a company who have remained extremely absent from the site which has led to the ineffective management of it. There has not been over 100 of work spent per month on this site.       • Amore reasonable figure would be £250 which represents the work involved, if the site hab been appropriately managed, and as recompense for the stress that the recompleted make incurred trying to       • Organising general repairs. This has simply not happened, or been with the stress that the recompleted have been appropriately managed, and as recompense for the stress that the recompleted have been appropriately managed, and as recompense for the stress that the recompleted make appropriately managed, and as recompense for the stress that the recompleted trying to       • Organising general repairs. This has simply not happened, or been within the stress that the residents thave incurred trying to	the work undertaken inspected and	has been an average of	no longer in	
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Invoice Main entrance £3,198.00 These costs were incurred in Doorcare - Supplied and installed 2 Outstanding: The Tribunal £3,198.00	Invoice	Main entrance	£3,198.00	These costs were incurred in	Doorcare - Supplied and installed 2		The Tribunal	£3,198.00
568460 car park gate relation to damaged gates which new hydraulic gates motors and I determines that this						, č		·
08/05/15 works were never properly fixed or new control panel. Wired new Construction issue that sum is payable in full.	08/05/15					Construction issue that	sum is payable in full.	
maintained since, which has externally rated mag lock and should not have happened							, ,	
						if building checks had been		
				residents, and inconvenience when		completed effectively,		

			the gates have not been working. The contractor here was from Derbyshire, thus incurring unnecessary travel costs. The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained since inception.	The contractor was travelled from further afield but the price would have been for the job/works. As the gates are mechanical moving equipment, breakdowns are always likely. Therefore, repairs will be financed through general maintenance fund of service charge	construction was fit for purpose, and maintenance was effectively managed.		
Invoice 568462 08/05/15	Door entry access control system maintenance	2 * f142.20 f284.40 Total	These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working. The contractor here was from Derbyshire, thus incurring unnecessary travel costs. The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained since inception. In addition, it appears that the same invoice has been accounted for twice which is incorrect.	As per the HSE regulations, it is recommended to inspect and service gates every six months, therefore these invoices relate to the servicing, and not to ad-hoc repairs. The contractor was travelled from further afield but the price would have been for the job/works Health & Safety requirement 1 invoice for door entry and the other for pedestrian gates	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed. If these inspections were carried out properly, then continued rework would not have occurred.	The Tribunal determines that this sum is payable in full.	£284.00
Invoice 569772 19/05/15	Vehicle gates were broken	£314.70	These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the	Doorcare - vehicle gates stuck in closed position. When contractor arrived gates open. 1 of the gates was open and other gate had been forced open. Isolated power and	Outstanding: Construction issue that should not have happened if building checks had been	The Tribunal determines that this sum is payable in full.	£314.70

			residents, and inconvenience when the gates have not been working. The contractor here was from Derbyshire, thus incurring unnecessary travel costs. The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained since inception.	left open to stop gates swinging to avoid safety risk. The contractor was travelled from further afield but the price would have been for the job/works. As the gates are mechanical moving equipment, breakdowns are always likely. As gates had been forced open, this was a service charge cost.	completed effectively, construction was fit for purpose, and maintenance was effectively managed.		
Invoice 590383 12/08/15	Vehicle gate works	£1,503.60	Gate issues borne out of inappropriate construction/maintenance with no quality checks completed. The contractor here was from Derbyshire. This is the first contractor to be used from a local area and hence costs are more reasonable, albeit related to disputed works. Please note that this appears to have been credited. The applicants are not challenging this payment in this schedule as it has been paid by someone else, but are highlighting it as evidence of the inappropriate construction and maintenance of the site. This is historical evidence supporting the claim that construction and maintenance has been inappropriate.	Doorcare - strip out a damage gate ram due to being forced. Supplied and fitted new one. This invoice was recharged to Avant Homes (previously Gladedale). The contractor was travelled from further afield but the price would have been for the job/works Developer paid the costs despite that the fates were forced open	Resolved: Referenced as it clearly shows construction issues which the landlord has accepted responsibility for. In addition maintenance/completion of any works to rectify issues has not been effective as there has been continued rework	Resolved – Tribunal does not need to determine.	£0
Invoice 592291 04/09/15	Attend, investigate & repair vehicle	£274.80	These costs were incurred in relation to damaged gates which were never properly fixed or	Doorcare - gates staying closed, reported by a resident. Tested gates on operation. Gates tested	Outstanding: Construction issue that	The Tribunal accepts the Applicants' evidence that this is	£O

	gate		maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working. The contractor here was from Derbyshire, thus incurring unnecessary travel costs. The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained since inception.	and left in working order. The contractor was travelled from further afield but the price would have been for the job/works As the gates are mechanical moving equipment, breakdowns are always likely. As gates had been forced open, this was a service charge cost.	should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.	repeat work and determines that the sum is not recoverable.	
Invoice 566853 14/05/15	Replace faulty photocell	£114.32	These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working. The contractor here was from Derbyshire, thus incurring unnecessary travel costs. The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained since inception.	Barlows Contractors met Doorcare as power supply to gates had been chewed through by rats. Also had to replace photocell The contractor was travelled from further afield but the price would have been for the job/works These works are maintenance items and would ordinarily be financed through the general maintenance element of the service charge budget	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed. Rat damage may be resolved, but not another photo cell.	The Tribunal determines that this sum is payable in full.	£114.32
No invoice no. 1611937 31/12/15	Acc door Acces Oct-Dec 15	£142.98	These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when	As per the HSE regulations, it is recommended to inspect and service gates every six months, therefore these invoices relate to the servicing, and not to ad-hoc repairs.	Outstanding: Construction issue that should not have happened if building checks had been completed effectively,	No invoice was provided: the tribunal determines that this sum is not recoverable.	£0

		the gates have not been working. The contractor here was from Derbyshire, thus incurring unnecessary travel costs. The Applicants do not think that it is reasonable to pay any costs	Service and maintenance contract Health & safety requirement	construction was fit for purpose, and maintenance was effectively managed. If these inspections were carried out properly, then continued rework would not have occurred.		
		incurred in relation to the gates as they have not been properly installed or maintained since inception.				
£0Invoice         Estate           538797         Managemen           02/01/15         Fees           Invoice         557804           07/04/15         Invoice           575153         01/07/15           Invoice         593592           01/10/15         Invoice	t £330.00 £330.00 £330.00 £1,320 Total	The estate management fees of £1,320 represent 25% of all 'Estate Service Charges' for the year (£6,639). However, £1,500 of this total are simply allocated to reserves, leaving the management fee (£1,320/£5,139) at 26% of all expenditure incurred. This seems unreasonable for the amount of work incurred and definitely in relation to the amount of work completed. Of the (£5,139 - £1,320) £3,819 actual expenditure, £696 related to 'Accountancy, Auditors and Bank Charges'. These are simple contracts which incur no management other than agreeing the contract. This means that £1,320 was charged in relation to actual expenditure of £3,123 which is not reasonable, especially when £565 was a single grounds maintenance contract, which residents have had	<ul> <li>The estate fees for this financial year equate to £69.47, per unit.</li> <li>The management fees are based on a per unit fee, per year - in-line with the best practice and guidance from ARMA and RICS and are split across the service charge levels (for houses and apartments).</li> <li>The per unit fee is based on the anticipated work to be undertaken in relation to the scope of the duties contained within the management agreement which includes but is not limited to:</li> <li>Specification and selection of contractors for service contracts for equipment, utilities and soft services, including periodic assessments such as fire risk assessments.</li> <li>Processing of supplier and utility invoice and payment, maintaining</li> </ul>	Outstanding: Fees may be based on standards, but Mainstay simply have not complied with what they have been contracted to do, agreed to do, and have said that they have done: • Specification and selection of contractors: Mainstay have simply used contractors already confirmed on their approved list from England. They have not sought local tradesman who could offer a more competitive service, and who would have been more readily	The Tribunal determines that the fees should be reduced by 25%.	£990.00

continued issues with not	records and dealing with	available for any	
represented in this application.	any related queries.	rework. The	
		Applicants have	
The majority of costs were related	<ul> <li>Regular site visits by the</li> </ul>	spent time	
to issues with gates which are	property manager	seeking and	
subject of this application.		recommending	
Professional construction and	<ul> <li>Setting and issuing of</li> </ul>	local contractors	
maintenance would have negated	service charge budgets	themselves,	
the need for these continued costs.		indeed Mainstay	
	<ul> <li>Creation and posting of</li> </ul>	asked us to do this	
Throughout the year residents	quarterly service charge	as they would not	
were promised many visits and	payment requests to all	be pro-active in	
improvements from Mainstay.	customers and issuing	this respect.	
However, site visits were not	reminders where	<ul> <li>Processing</li> </ul>	
completed as promised, and at no	necessary	payments and	
point did Mainstay check work that		maintaining	
they had commissioned, leading to	<ul> <li>Processing of payments</li> </ul>	records: Mainstay	
repeated re-work.	from customers and	have not been	
	maintaining records of	forthcoming with	
The Applicants therefore believe	their accounts	records. Their	
that a minimal £100 should be		website is never	
reasonably incurred. This reflects	<ul> <li>Organising general repairs</li> </ul>	updated.	
actual work incurred and the stress	and actions following any	Applicants have	
incurred by all residents of having	statutory tests to fire	had to chase for	
to continually check and challenge	alarms, lighting, gates,	completed	
work which is what Mainstay have	etc. and risk	records and each	
been paid to do.	assessments	time have had	
		slightly different	
	<ul> <li>Administering insurance</li> </ul>	information.	
	claims (of which there	Applicants have	
	has been an average of	been charged for	
	between 1 and 2 for	invoices that are	
	years 2012-16)	no longer in	
	-	existence which	
	<ul> <li>Attending resident's</li> </ul>	does not provide	
	meetings (of which there	financial	
	has been an average of	assurance to the	
	at least one per year	Applicants.	
		<ul> <li>Regular site visits:</li> </ul>	

<i>between 2012-16)</i> • Answering calls and dealing with general enquiries via email/lette from customers (leaseholders) (of which there has been an average of 45 per year between 2012-2016)	h recently – 12 months)
	money.

# P686S565 SJ

### **Residential Property Tribunal Wales**

File Ref:

#### Leasehold Valuation Tribunal

# Scott Schedule

Penmaen Bod Eilias, Old Colwyn, Conwy, LL29 9BL **Year**  Service Charge

D	D	Μ	Μ	Y	Y
0	1	0	1	1	6

D	D	Μ	Μ	Υ	Υ
3	1	1	2	1	6

Item No	Description	Amount	Applicants Comments	Respondents Comments	Outstanding issue or resolved	Tribunal comments	Amount determine d payable by the Tribunal
Invoice 627967 10/03/16	Building defect of falling	£420.00	Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed. The applicants do not believe that it is reasonable to pay any expenditure in relation to these unreasonable demands. The site should have been constructed appropriately for such a location, and as described in sales brochures.	Schedule 2 fees for NHBC claim for render works Fees that can be claimed against the development for the management of projects	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed. This relates to an NHBC claim. Do the Residents have to pay for items in these cases?	The Tribunal determines that this sum is not payable for the reasons set out in the Decision.	£O
Invoice 639741	Render works	£1,478.8 8	Construction issues borne out of inappropriate construction/finishing to	Veritas - used existing access scaffolding and hacked off	Outstanding:	Only the insurance excess is payable	£300

44/05/46		1	the building and constructed		Construction issue that it is		1 1
11/05/16			the building and continued	loose rendering and replaced	Construction issue that should		
			inappropriate maintenance, with no	to match existing in terms of	not have happened if building		
			quality checks completed.	colour etc as best as possible.	checks had been completed		
				Also inserted an extractor	effectively, construction was fit		
			The applicants do not believe that it is	vent	for purpose, and maintenance		
			reasonable to pay any expenditure in		was effectively managed.		
			relation to these unreasonable	These works are maintenance			
			demands. The site should have been	items and would ordinarily be			
			constructed appropriately for such a	financed through the general			
			location, and as described in sales	maintenance element of the			
			brochures.	service charge budget			
Invoice	Render repairs	£1,992.1	Construction issues borne out of	Veritas - made safe area and	Outstanding:	Only the insurance	£300
651934		2	inappropriate construction/finishing to	removed fallen render.		excess is payable	
09/03/16			the building and continued	Erected scaffold for further	Construction issue that should		
			inappropriate maintenance, with no	inspection quoting.	not have happened if building		
			quality checks completed.		checks had been completed		
				These works are maintenance	effectively, construction was fit		
			The applicants do not believe that it is	items and would ordinarily be	for purpose, and maintenance		
			reasonable to pay any expenditure in	financed through the general	was effectively managed.		
			relation to these unreasonable	maintenance element of the	, c		
			demands. The site should have been	service charge budget			
			constructed appropriately for such a				
			location, and as described in sales				
			brochures.				
Invoice	High level roof	£1,734.0	Roof issues borne out of inappropriate	Barlows - Provided high level	Outstanding:	The Tribunal	£1,734.00
666312	repairs	0	construction/finishing to the roof line	tract cherry picker with a		determines that	,
27/09/16		-	and continued inappropriate	specialist operated and	Construction issue that should	this sum is payable	
_,, 00, 10			maintenance, with no quality checks	machine to lawn area. Carried	not have happened if building	in full.	
			completed.	out ridge repairs to the roof	checks had been completed		
			completed.	and replaced missing slates,	effectively, construction was fit		
			The contractor here appears to from	re-positioned any slipped	for purpose, and maintenance		
			Cheshire, thus incurring travel costs	slates and cleared gutters and	was effectively managed.		
			before even undertaking the work.	downspouts. Also, used high	was chectively managed.		
			before even undertaking the work.	level access to re-position			
			The applicants do not believe that it is	satellite dish			
				Satemite UISI			
			reasonable to pay any expenditure in relation to these unreasonable	The contractor was travelled			
				from further afield but the			
			demands. The site should have been				
			constructed appropriately for such a	price would have been for the		l	

			location, and as described in sales	job/works			
				JOD/ WORKS			
			brochures.	These works are maintenance			
				items and would ordinarily be			
				financed through the general			
				maintenance element of the			
				service charge budget			
Invoice	Underpayment	£93.60	The Applicants have no idea what this is	Invoice was Fire Risk	Outstanding:	The Tribunal	£93.60
658495	charges		for and therefore challenge its	Assessment and Health &		accepts the	
14/08/16			payment.	Safety audit which was	Construction issue that should	Respondents'	
				previously under charged.	not have happened if building	evidence on this	
				The Fire Risk Assessment and	checks had been completed	point determines	
				Health & Safety Audit is a	effectively, construction was fit	that this sum is	
				legal requirement	for purpose, and maintenance	payable in full.	
					was effectively managed.		
					Why was it undercharged?		
					Was this an administration		
					issue?		
Invoice	Apartment	£392.50	The apartment management fees of	The apartment fees for this	Outstanding:	The Tribunal	£1,177.50
613016	Management	£392.50	£1,570 represent 11% of all budgeted	financial year equate to		determines that the	
01/01/16	Fees	£392.50	'Apartment Service Charges' for the	£130.83, per unit.	Fees may be based on	fees should be	
		£392.50	year (£13,815). However, £4,000 of this		standards, but Mainstay simply	reduced by 25%.	
Invoice			total are simply allocated to reserves,	The management fees are	have not complied with what		
632562		£1,570	leaving the management fee	based on a per unit fee, per	they have been contracted to		
01/04/16		Total	(£1,570/£9,815) at 16% of all	year - in-line with the best	do, agreed to do, and have		
			expenditure incurred. This increase in	practice and guidance from	said that they have done:		
Invoice			costs is a direct result of continued	ARMA and RICS and are split			
650575			poor management and growing issues	across the service charge	<ul> <li>Specification and</li> </ul>		
01/07/16			in relation to apartment construction. It	levels (for houses and	selection of		
			is unreasonable for these costs to be	apartments). The per unit fee	contractors:		
Invoice			incurred by the residents.	is based on the anticipated	Mainstay have		
666357			,	work to be undertaken in	simply used		
01/10/16			Of the (£9,815 - £1,570) £8,245 actual	relation to the scope of the	contractors already		
, , , -			expenditure, £1.040 related to 'Utility	duties contained within the	confirmed on their		
			Costs'. This is a single contract and has	management agreement	approved list from		
			required no management since its	which includes but is not	England. They have		
			inception, albeit challenging these costs	limited to:	not sought local		
			has not been done effectively. Costs		tradesman who		
í		1	the net seen done encether, costs				

here were increasing because Mainstay	<ul> <li>Specification and</li> </ul>	could offer a more	
could not fix heating and lighting issues	selection of	competitive service,	
which resulted in heaters and lights	contractors for	and who would have	
staying on permanently.	service contracts	been more readily	
	for equipment,	available for any	
This means that £1,570 has been	utilities and soft	rework. The	
charged for managing just a few	services, including	Applicants have	
contracts which is extremely	periodic	spent time seeking	
unreasonable. A residential	assessments such	and recommending	
management company would have	as fire risk	local contractors	
charged potentially £0 for his work.	assessments.	themselves, indeed	
		Mainstay asked us to	
The 'Common Area Repairs' costs are	<ul> <li>Processing of supplier</li> </ul>	do this as they would	
only a portion of the actual work and	and utility invoice	not be pro-active in	
costs involved on the site (as shown	and payment,	this respect.	
above). However, it is the management	maintaining records	<ul> <li>Processing payments</li> </ul>	
of this work which is in question within	and dealing with	and maintaining	
this application. If the construction was	any related queries.	records: Mainstay	
appropriate and the work undertaken		have not been	
inspected and completed	<ul> <li>Regular site visits by</li> </ul>	forthcoming with	
professionally, then this additional	the property	records. Their	
work would have been avoided.	manager	website is never	
		updated. Applicants	
Throughout the year residents were	<ul> <li>Setting and issuing of</li> </ul>	have had to chase	
promised many visits and	service charge	for completed	
improvements from Mainstay.	budgets	records and each	
However, site visits were not		time have had	
completed as promised, and at no point	<ul> <li>Creation and posting</li> </ul>	slightly different	
did Mainstay check work that they had	of quarterly service	information.	
commissioned, leading to repeated re-	charge payment	Applicants have been	
work.	requests to all	charged for invoices	
	customers and	that are no longer in	
It is therefore the Applicants view that	issuing reminders	existence which does	
these "Professional Fees' have not	where necessary	not provide financial	
represented value for money, and have		assurance to the	
been incurred by a company who have	<ul> <li>Processing of</li> </ul>	Applicants.	
remained extremely absent from the	payments from	<ul> <li>Regular site visits:</li> </ul>	
site which has led to the ineffective	customers and	These simply have	
management of it. There has not been		not happened. They	

this site.     of their accounts     and scheduled, but rarely (until more rescanable figure would be 2250 which represents the work involved, if the site had been appropriately managed, and as recompense for the stress that the residents have incurred trying to address these issues.     • Organising general repairs and actions following any statutory tests to been completed     • months) completed.       • Administering insurance claims (of which there has been an overage of between 1 and 21-bit (there has been average of their accounts)     • Organising general repairs and actions following any statutory tests to been completed     • Organising general months) completed.       • Administering insurance claims (of which there has been an overage of between 2 and 2 for years 2012-16)     • Organising general repairs: This has simply not happened, or been ineffective. Little if no quality assurance inserting claims and overage of thest on per year     • Organising general repairs: This has simply not happened, or been ineffective. Little if no quality assurance in sever completed.       • Attending resident's meetings, (of which there has been an overage of the test on per year     • Organising general repairs: This has simply not       • Attending resident's meetings, (of which there has been an overage of the test on per year     • Organising and simply not       • Attending resident's meetings, (of which there has been on per year     • Organising ministrance claims; All of these claims have was effective, then claims been an overage of d's per year       • Attending residents monttenance was defined to the issues of d's per year     • Attending residents maintenance was effective, then claims <th> </th> <th></th> <th></th> <th></th>	 			
A more reasonable figure would be £250 which represents the work involved, if the site had been appropriately managed, and as recompense for the stress that the residents have incurred trying to address these issues. Administering been on overge of between 2012-16) Administering comparised managed. been on overge of between 2012-16) Administering comparised managed. between 2012-16) Administering comparised managed. between 2012-16) Administering comparised managed. between 2012-16) Administering comparised managed. between 2012-16) comparised managed. comparised	over £100 of work spent per month on	maintaining records	have been promised	
A more reasonable figure would be £250 which represents the work involved, if the site had been appropriately managed, and as recompense for the stress that the residents have incurred trying to address these issues.       • Organising general repairs and actions following any statutory tests to been completed       Those that have montbeen         • Administering insurance claims (of which there the as Deter an and 2 for yers 2012-16)       So that the residents can be assured of         • Administering insurance claims (of which there the as Deter an and 2 for yers 2012-16)       • Organising general repairs: This has simply not have not been anotyce         • Attending resident's meetings (of which there has been an average of ot least on eparity assurance insurance claims (of which there thes on eparity assurance insert completed.       • Organising general repairs: This has simply not happend, or been inelfective. Little if no quilty assurance is ever completed.         • Attending resident's meetings (of which there has been an average of ot least on eparity assurance (Little if on eparity assurance insurance claims: All general anguities of these claims have related to the issues or the claims have related to the issues         • Administering insurance claims All general anguities of apprent       • Attending resident's insurance claims: All of these claims have related to the issues         • Attending resident's on per year       • Attending resident's insurance claims: All of these claims have related to the issues	this site.	of their accounts	and scheduled, but	
£250 which represents the work involved, if the site had been appropriately managed, and as recompense for the stress that the residents have location and address these issues.       involved, if the site had been fire alarms, lighting, have not been assessments       months (completed. involved, if the site issues) is tatutory tests to fire alarms, lighting, have not been assessments       have not been so that there esidents so that the residents as oth at the residents as oth at the residents involved, if the site assessments         • Administering insurance claims (of which there has been an overage of between 1 and 2 for years 2012-16)       • Organising general repairs: This has been an overage of between 1 and 2 for years 2012-16)         • Attending resident's meetings (of which there has been an average of at least one per year between 2012-16)       • Organising general repairs: This has simply not simply not simply not simply not simply not happened, or been ineffective. Little if no quality assurance ineffective. Ittle if no quality assurance ineffective. Ittle if no qual			rarely (until more	
involved, if the site had been appropriately managed, and as recompense for the stress that the residents have incurred trying to address these issues.       following any statutory tests to gates, etc. and risk assessments       Those that have been completed for alarms, lighting, gates, etc. and risk assessments         Administering insurance claims (of which there has been an average of between 2012-16)       Suttably documented assessments         Administering insurance claims (of which there has been an average of between 2012-16)       Organising general between 2012-16)         Attending residents average of at least on approper between 2012-16)       Organising general between 2012-16)         Attending residents meetings; These       no qualty assurance insurance dealing with general equivies wa email/letter       no qualty assurance insurance claims (al unnecessarily.	A more reasonable figure would be	<ul> <li>Organising general</li> </ul>	recently – 12	
appropriately managed, and as recompense for the stress that the residents have incurred trying to address these issues.       statutory tests to fire alarms, lighting, gates, etc. and rsk assessments       been completed have not been suitably documented assessments         • Administering insurance claims (of which there has been an average of between 1 and 2 for simply not years 2012-16)       good value for money.         • Attending resident's meetings; for which there has been an average of teast on oper year       • Organising general repairs: This has been an average of between 2 and 2 for simply not years 2012-16)       • Organising deneral money.         • Attending resident's meetings; for which there has been average of a teast on oper year       no quality assurance is ever completed.         • Administering is which there has been an average of a teast on aper year       no full of works. on oper year         • Attending resident's meetings; for which there has been between 2012-16)       notified of works. carried out unnecessarily.         • Administering between 2012-16)       • Administering insurance claims; All general enquiries via email/tetter from customers (leaseholders) (of which there has been an average of effective, then claims between 2012- 2016)         • Attending residents meetings: These       application. If the which there has between 2012- 2016)	£250 which represents the work	repairs and actions	months) completed.	
recompense for the stress that the residents have incurred trying to address these issues.       free adarms, lighting, assessments       have not been suitably documented sasessments         address these issues.       address these issues.       address the residents can be assured of good value for money.         • Administering insurance claims (of money.       • Organising general repairs: This has been on overage of between 1 and 2 for years 2012-16)       • Organising general repairs: This has inply not morey.         • Attending resident's meetings (of which there has been on overage of a least on quality assurance in ineffective. Little if no quality assurance in the residents are not average of at least on the residents are not there has been on between 2012-16)       no quality assurance in the residents is ever completed.         • Answering calls and dealing with general enquires via email/Letter from customers outlined in this leaves outlined in this been on overage of the stores outlined in this been on overage of the stores outlined in this been on overage of the stores outlined in this energings. Administering insurance claims have related to the issues outlined in this been on overage of the stores outlined in this energings. These         • Answering calls and dealing with general enquires via email/Letter from customers outlined in this energing. If the word of these claims have encidents have indicating the more outlined in this encidents. The set encidents is the there has been on the meetings. These	involved, if the site had been	following any	Those that have	
residents have incurred trying to address these issues.       gates, etc. and risk assessments       suitably documented so that the residents can be assured of         · Administering       god value for money.       god value for money.         · Which there has been an average of between 1 and 2 for years 2012-16)       • Organising general repairs: This has been an average of repairs: This has         · Attending resident's       no quality assurance meetings (of which there has been an average of at least notified of works.         · Attending resident's       no quality assurance inseffective.         · Answering calls and dealing with insurance claims All general enquiries       · Administering insurance claims: All general enquiries         · Answering calls and dealing with insurance claims: All general enquiries       · Administering insurance claims: All general enquiries         · Answering calls and dealing with been an overage of these claims have       · Administering insurance claims: All general enquiries         · Administering been an overage of d been an urerage of d been an urerage of d been an urerage of maintenance was d 5per year       · Administering instend.         · Attending residents (between 2012-2) 2016)       · Administering instend.       · Administering instend.	appropriately managed, and as	statutory tests to	been completed	
address these issues.       assessments       so that the residents can be assured of god value for money.         which there has been an average of petween 1 and 2 for years 2012-16)       Organising general repairs: This has been an average of petween 1 and 2 for years 2012-16)       Organising general repairs: This has         • Attending resident's meetings (of which there has been an average of a least one per year       no quality assurance works, have been carried out unnecessarily.         • Answering calls and dealing with there has been an average of between 2012-16)       • Administering insurance claims: All general enquiries via email/letter from customers (leaseholders) (of which there has been an average of das per year       • Administering outlined in this general enquiries via email/letter from customers (leaseholders) (of application. If the which there has been an average of maintenance was been an average of maintenance was between 2012- 2016)	recompense for the stress that the	fire alarms, lighting,	have not been	
Image: Construction and co	residents have incurred trying to	gates, etc. and risk	suitably documented	
<ul> <li>Administering insurance claims (of which three has been an average of between 1 and 2 for years 2012-16)</li> <li>Attending resident's meetings (of which three has been an average of at least one per year between 2012-16)</li> <li>Answering calls and dealing with general enquiries via email/letter from customers (leaseholders) (of which three has been an average of a for the solution of these claims :All general enquiries via email/letter from customers (leaseholders) (of which three has been an average of a for the solution of these claims :All general enquiries via email/letter from customers (leaseholders) (of which three has been an average of 45 per year between 2012- 2016)</li> </ul>	address these issues.	assessments	so that the residents	
insurance claims (of which there has been an average of between 1 and 2 for years 2012-16) • Attending resident's meetings (of which there has been an average of at least one per year between 2012-16) • Attending residents meetings (of which there has been an average of at least one per year between 2012-16) • Answering calls and dealing with general enquiries via genail/letter from customers (leaseholders) (of which there has been an average of d been an average of there has between 2012-2016) • Administering from customers (leaseholders) (of application. If the which there has been an average of d been an average of			can be assured of	
<ul> <li>Organising general been an average of between 1 and 2 for years 2012-16)</li> <li>Attending resident's meetings (of which there has been an average of at least one per year</li> <li>Answering calls and dealing with general enquiries via email/letter from customers (leaseholders) (of which there has between 2012-16)</li> <li>Answering calls and dealing with general enquiries via email/letter from customers (leaseholders) (of which there has between 2012-16)</li> <li>Answering calls and dealing with general enquiries via email/letter from customers (leaseholders) (of which there has between 2012-16)</li> <li>Answering calls and dealing with general enquiries via email/letter from customers (leaseholders) (of which there has between 2012-2 2016)</li> <li>Attending residents meetings: These</li> </ul>		<ul> <li>Administering</li> </ul>	good value for	
<ul> <li>Organising general been an average of between 1 and 2 for years 2012-16)</li> <li>Attending resident's meetings (of which there has been an average of at least one per year</li> <li>Answering calls and dealing with general enquiries via email/letter from customers (leaseholders) (of which there has between 2012-16)</li> <li>Answering calls and dealing with general enquiries via email/letter from customers (leaseholders) (of which there has between 2012-16)</li> <li>Answering calls and dealing with general enquiries via email/letter from customers (leaseholders) (of which there has between 2012-16)</li> <li>Answering calls and dealing with general enquiries via email/letter from customers (leaseholders) (of which there has between 2012-2 2016)</li> <li>Attending residents meetings: These</li> </ul>		8	money.	
been an average of between 1 and 2 for years 2012-16)       repairs: This has simply not happened, or been ineffective. Little if no quality assurance meetings (of which there has been an average of at least one per year       no quality assurance weetings: (of which there has been an average of at least notified of works.         • Attending residents are not average of at least one per year       Works have been between 2012-16)       Residents are not carried out unnecessarily.         • Answering calls and dealing with general enquires via email/letter       • Administering insurance claims: All general enquires via email/letter       • Administering insurance claims have related to the issues of these claims have application. If the between 2012- 2016)			Organising general	
between 1 and 2 for years 2012-16)       simply not happened, or been ineffective. Little if         • Attending resident's meetings (of which there has been an average of at least one per year       no quality assurance is ever completed.         • Attending resident's meetings (of which there has been an average of at least one per year       notified of works.         • Answering calls and dealing with general enquiries via email/letter from customers (leaseholders) (of which there has betwen 2012-16)       • Administering insurance claims: All of these claims have via email/letter from customers average of abetwen 2012- 2016)		been an average of		
years 2012-16)happened, or been ineffective. Little if• Attending resident's meetings (of which there has been an average of at least one per year between 2012-16)notified of works. Works have been carried out unnecessarily.• Answering calls and dealing with general enquiries via email/letter• Administering related to the issues of these claims have via email/letter• Answering calls and between 2012-16)• Administering insurance claims: All general enquiries via email/letter• Answering calls and been an average of time and been an average of between 2012-16)• Administering insurance claims: All of these claims have outlined in this construction and been an average of application. If the which there has between 2012- 2016)• Attending residents meetings: These				
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meetings (of which there has been an average of at leastResidents are not notified of works.average of at leastnotified of works.one per year between 2012-16)Carried out unnecessarily.• Answering calls and dealing with general enquiries via email/letter• Administering insurance claims: All general enquiries from customers (leaseholders) (of application. If the which there has been an average of maintenance was effective, then claims between 2012- 2016)• Attending residents meetings: These• Attending residents meetings: These		,,		
there has been an average of at least one per yearResidents are not notified of works. Works have been between 2012-16)• Answering calls and dealing with• Administering insurance claims: All general enquiries• Answering calls and dealing with• Administering insurance claims: All general enquiries• Interse in the set of		<ul> <li>Attending resident's</li> </ul>	no quality assurance	
average of at leastnotified of works.one per yearWorks have beenbetween 2012-16)carried outunnecessarily.• Answering calls anddealing withinsurance claims: Allgeneral enquiriesof these claims havevia email/letterrelated to the issuesfrom customersoutlined in this(leaseholders) (ofapplication. If thewhich there hasconstruction andbetween 2012-would have beenlimited.2016)limited.limited. <td></td> <td>meetings (of which</td> <td>is ever completed.</td> <td></td>		meetings (of which	is ever completed.	
one per year       Works have been         between 2012-16)       carried out         unnecessarily.       •         •       Answering calls and         dealing with       insurance claims: All         general enquiries       of these claims have         via email/letter       related to the issues         from customers       outlined in this         (leaseholders) (of       application. If the         which there has       construction and         between 2012-       would have been         2016)       limited.         •       Attending residents		there has been an	Residents are not	
between 2012-16)       carried out         between 2012-16)       unnecessarily.         • Answering calls and       ealing with         dealing with       insurance claims: All         general enquiries       of these claims have         via email/letter       related to this         from customers       outlined in this         (leaseholders) (of       application. If the         which there has       construction and         been an average of       maintenance was         45 per year       effective, then claims         between 2012-       would have been         2016)       limited.		average of at least	notified of works.	
<ul> <li>Answering calls and dealing with general enquiries</li> <li>Answering calls and dealing with general enquiries</li> <li>of these claims: All</li> <li>of these claims have</li> <li>via email/letter</li> <li>related to the issues</li> <li>outlined in this</li> <li>(leaseholders) (of which there has</li> <li>construction and</li> <li>been an average of</li> <li>45 per year</li> <li>effective, then claims</li> <li>between 2012- g016)</li> <li>Attending residents meetings: These</li> </ul>		one per year	Works have been	
<ul> <li>Answering calls and dealing with general enquiries via email/letter related to the issues outlined in this (leaseholders) (of application. If the which there has construction and been an average of 45 per year effective, then claims between 2012-2016)</li> <li>Answering calls and dealing with insurance claims thave insurance claims between 2012-2016)</li> <li>Attending residents meetings: These</li> </ul>		between 2012-16)	carried out	
dealing withinsurance claims: Allgeneral enquiriesof these claims havevia email/letterrelated to the issuesfrom customersoutlined in this(leaseholders) (ofapplication. If thewhich there hasconstruction andbeen an average ofmaintenance was45 per yeareffective, then claimsbetween 2012-would have been2016)limited.• Attending residentsmeetings: These			unnecessarily.	
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general enquiriesof these claims havevia email/letterrelated to the issuesfrom customersoutlined in this(leaseholders) (ofapplication. If thewhich there hasconstruction andbeen an average ofmaintenance was45 per yeareffective, then claimsbetween 2012-would have been2016)limited.• Attending residentsmeetings: These		dealing with	insurance claims: All	
from customers (leaseholders) (of which there has been an average of 45 per year between 2012- 2016) Attending residents meetings: These		-	of these claims have	
Intersection <td></td> <td>via email/letter</td> <td>related to the issues</td> <td></td>		via email/letter	related to the issues	
which there has       construction and         been an average of       maintenance was         45 per year       effective, then claims         between 2012-       would have been         2016)       Imited.         • Attending residents       meetings: These		from customers	outlined in this	
been an average of 45 per year between 2012- 2016) Attending residents maintenance was effective, then claims would have been limited. • Attending residents meetings: These		(leaseholders) (of	application. If the	
45 per year between 2012- 2016)			construction and	
45 per year between 2012- 2016) • Attending residents meetings: These		been an average of	maintenance was	
between 2012- 2016) would have been limited. • Attending residents meetings: These			effective, then claims	
Attending residents     meetings: These			would have been	
Attending residents     meetings: These		2016)	limited.	
meetings: These		,	<ul> <li>Attending residents</li> </ul>	
			-	
have only been				

					<ul> <li>necessary because of the issues outlined in this application and the poor service received. Many have taken place in the residents own properties.</li> <li>Answering calls and dealing with general enquiries: This has not been effectively done.</li> </ul>		
Invoice 622258 18/02/16	Gate maintenance	£208.33	These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working. The contractor here was Mainstay, thus incurring unnecessary travel costs. Notably, the residents and Mainstay agreed that the gates would remain inoperable throughout the new construction phase as heavy traffic would undoubtedly cause problems. Mainstay subsequently reneged on this decision following pressure form the management company who are directly linked to the new construction work, who undoubtedly wanted operational gates to show potential buyers how secure the site was. This is an obvious conflict of interest. All costs following this agreement should be met by the developers and not the residents or their insurers.	Installed a key safe next to the vehicle gates, adjusting door closer and repairing light outside bin store to block 48- 53. Install box over vehicle gate panel to avoid any further water damage. Also, installing secondary lock on pedestrian gate The contractor was travelled from further afield but the price would have been for the job/works This posed a security issue and residents stated there were concerned about unauthorised individuals accessing the site	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed. If these items were done at the beginning of the construction as per reasonable requirements, then the repeat work would not have been necessary.	The Tribunal determines that this sum is payable in full.	£208.33

			The Applicants do not think that it is reasonable to pay any costs incurred in	These works are maintenance items and would ordinarily be			
			relation to the gates as they have not	financed through the general			
			been properly installed or maintained since inception.	maintenance element of the service charge budget			
No invoice no. 1611942 01/01/16	Insurance claim in relation to gates	£1,003.6 0	These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working. The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained	Insurance Claim 19 May 2015 - Malicious damage after gates were forced open. Monies claimed back through insurance. Cost of repairs cost £1003.60 and a payment of £1522.56 was received insurance on 21/7/16	Resolved	Resolved – Tribunal does not need to determine.	£0
			since inception. In addition, if this is an insurance payout, it should be a credit, not a debit.				
No invoice no. 1611944 01/01/16	Insurance excess claim	£500.00	These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working.	Cost of insurance excess as per above claim	Outstanding: Why did the developerd pick up some of the insurance excess but not the rest?	The Tribunal determines that this sum is payable in full.	£500.00
			The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained since inception.				
No invoice no. 1611980 01/01/16	Insurance claim for gate	£300.00	Gate issues borne out of inappropriate construction/maintenance with no quality checks completed. Please note that this appears to have	Part of the same insurance claim above. Another excess payment. This invoice was recharged to Avant Homes (previously Gladedale).	Resolved.	Resolved – Tribunal does not need to determine.	£O

			been credited. The applicants are not challenging this payment in this schedule as it has been paid by someone else, but are highlighting it as evidence of the inappropriate construction and maintenance of the site. This is historical evidence supporting the claim that construction and maintenance has been inappropriate.	Cost met by developer			
Invoice 621930 13/01/16	North Access Systems Contract 2016	2 * f142.20 f284.40 Total	These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working. The contractor here was from Derbyshire, thus incurring unnecessary travel costs. The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained since inception. In addition, why has this invoice been accounted for twice?	6 monthly servicing - As per the HSE regulations, it is recommended to inspect and service gates every six months, therefore these invoices relate to the servicing, and not to ad-hoc repairs. The contractor was travelled from further afield but the price would have been for the job/works Health & Safety requirement	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed. If these inspections were carried out properly, then continued rework would not have occurred.	The Tribunal determines that this sum is payable in full.	£284.40
Invoice 639062 27/04/16	Vehicle gate repairs	£1,860.0 0	These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working. The contractor here was from Redditch, thus incurring extra travel costs before even commencing with repair work.	D Allum - Supplied two safety edges to bottom of gate and safety to hinge end. Supplied 4 decoder cards as well as necessary installation cabling and ground works. Also, undertook a force test The contractor was travelled from further afield but the	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.	The Tribunal determines that this sum is payable in full.	£1,860.00

			The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained since inception.	price would have been for the job/works These works are maintenance items and would ordinarily be financed through the general maintenance element of the service charge budget. Electronic gates are mechanical and will sometimes breakdown			
Invoice 660686 31/08/16	Vehicle gate repairs	£240.26	These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working. The contractor here was Mainstay, thus incurring travel costs deemed unnecessary for such works. The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained since inception.	Installed cupboard to enclose control panel for electric gates. The contractor was travelled from further afield but the price would have been for the job/works These works are maintenance items and would ordinarily be financed through the general maintenance element of the service charge budget. Also, electronic equipment effected by conditions - sand and salt in air	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.	The Tribunal determines that this sum is payable in full.	£240.26
Invoice 664270 10/09/16	Call out to faulty gate	£210.00	These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working. The contractor here was from Redditch,	D Allum - Diagnose and potentially fix gates that were not working. The contractor was travelled from further afield but the	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.	The Tribunal accepts the Applicants' evidence that this amounts to repeat work and determines that this sum is not	£0

			thus incurring unnecessary travel costs. The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained since inception.	price would have been for the job/works These works are maintenance items and would ordinarily be financed through the general maintenance element of the		recoverable.	
				service charge budget. Also, electronic equipment effected by conditions - sand and salt in air			
Invoice 677082 13/01/16	Access Systems Contract 2016/2017	2 * £200.00 £400.00 Total	These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working. The Applicants do not think that it is reasonable to pay any costs incurred in	As per the HSE regulations, it is recommended to inspect and service gates every six months, therefore these invoices relate to the servicing, and not to ad-hoc repairs.	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.	The Tribunal determines that this sum is payable in full.	£400.00
			relation to the gates as they have not been properly installed or maintained since inception. In addition, why has this invoice been accounted for twice?	Six monthly inspection. Health & safety requirement 1 invoice but for vehicular	If these inspections were carried out properly, then continued rework would not have occurred. Have we been charged for 2		
PO number 258444 31/12/16	Accrue gate repair	£1,080.0 0	These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working. The Applicants do not think that it is	and pedestrian gate D Allum Gate had been struck by car. Insurance claim raised and claim recorded. Insurance company approved quote	lots of inspections? Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.	The Respondent confirmed that this is the subject of an insurance claim. The Tribunal therefore determines that it cannot be	£O
			reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained since inception.	Insurance claim made and waiting for settlement so residents will not pay the costs	These gates have not been fixed properly – again.	recoverable at this time.	

					The residents are not convinced that it was a car that hit these, but instead a construction vehicle for the new site. The Applicants insurance has been used, when it should have been the Developers of the new site, however the Developers asked Mainstay to fix via our insurance via Clifftops, with whom thee seems to be a conflict of interests.		
Invoice 628244 09/03/16	Roof: fee for professional services	£330.00	Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed. The contractor here appears to be BWP Construction from Manchester, thus incurring travel costs before even undertaking the work. It also relates to a survey carried out by Bailey Wilson who is linked to Ben Bailey and therefore is a conflict of interest.	BWP - Fees for professional services and roof report/site survey. Roof survey required to establish condition of roof	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.	The Tribunal determines that this sum is payable in full.	£330.00
			The applicants do not believe that it is reasonable to pay any expenditure in relation to these unreasonable demands. The site should have been constructed appropriately for such a location, and as described in sales brochures.	These works are maintenance items and would ordinarily be financed through the general maintenance element of the service charge budget			
Invoice 613017 01/01/16 Invoice	Estate Management Fees	£330.00 £330.00 £330.00 £330.00	The estate management fees of £1,320 represent 21% of all planned 'Estate Service Charges' for the year (£6,170). However, £1,500 of this total are simply allocated to reserves, leaving the	The estate fees for this financial year equate to £69.47, per unit. The management fees are	Outstanding: Fees may be based on standards, but Mainstay simply have not complied with what	The Tribunal determines that the fees should be reduced by 25%.	£990.00

632563	£1,320	management fee (£1,320/£4,670) at	based on a per unit fee, per	they have been contracted to	
01/04/16	Total	28% of all expenditure incurred. This	year - in-line with the best	do, agreed to do, and have	
01/04/10	Total	seems unreasonable for the amount of	practice and guidance from	said that they have done:	
Invoice		work incurred and definitely in relation	ARMA and RICS and are split	sala that they have done.	
650576		to the amount of work completed.	across the service charge	<ul> <li>Specification and</li> </ul>	
01/07/16		to the amount of work completed.	levels (for houses and	selection of	
01/07/10		Of the (£4,670 - £1,320) £3,350 actual	apartments). The per unit fee		
Invoice				contractors:	
666358		expenditure, £860 related to	is based on the anticipated	Mainstay have	
		'Accountancy, Auditors and Bank	work to be undertaken in	simply used	
01/10/16		Charges'. These are simple contracts	relation to the scope of the	contractors already	
		which incur no management other than	duties contained within the	confirmed on their	
		agreeing the contract.	management agreement	approved list from	
			which includes but is not	England. They have	
		This means that £1,320 was charged in	limited to:	not sought local	
		relation to planned expenditure of		tradesman who	
		£2,490 which is not reasonable,	<ul> <li>Specification and</li> </ul>	could offer a more	
		especially when £495 was a single	selection of	competitive service,	
		grounds maintenance contract, which	contractors for	and who would have	
		residents have had continued issues	service contracts	been more readily	
		with not represented in this	for equipment,	available for any	
		application.	utilities and soft	rework. The	
			services, including	Applicants have	
		The majority of costs were related to	periodic	spent time seeking	
		issues with gates which are subject of	assessments such	and recommending	
		this application. Professional	as fire risk	local contractors	
		construction and maintenance would	assessments.	themselves, indeed	
		have negated the need for these		Mainstay asked us to	
		continued costs.	<ul> <li>Processing of supplier</li> </ul>	do this as they would	
			and utility invoice	not be pro-active in	
		Throughout the year residents were	and payment,	this respect.	
		promised many visits and	maintaining records	<ul> <li>Processing payments</li> </ul>	
		improvements from Mainstay.	and dealing with	and maintaining	
		However, site visits were not	any related queries.	records: Mainstay	
		completed as promised, and at no point	· ·	, have not been	
		did Mainstay check work that they had	<ul> <li>Regular site visits by</li> </ul>	forthcoming with	
		commissioned, leading to repeated re-	the property	records. Their	
		work.	manager	website is never	
				updated. Applicants	
		The Applicants therefore believe that a	<ul> <li>Setting and issuing of</li> </ul>	have had to chase	

<u> </u>						
		minimal £100 should be reasonably	service charge	for completed		
		incurred. This reflects actual work	budgets	records and each		
		incurred and the stress incurred by all	<ul> <li>Creation and posting</li> </ul>	time have had		
		residents of having to continually check	of quarterly service	slightly different		
		and challenge work which is what	charge payment	information.		
		Mainstay have been paid to do.	requests to all	Applicants have been		
			customers and	charged for invoices		
			issuing reminders	that are no longer in		
			where necessary	existence which does		
				not provide financial		
			<ul> <li>Processing of</li> </ul>	assurance to the		
			payments from	Applicants.		
			customers and	<ul> <li>Regular site visits:</li> </ul>		
			maintaining records	These simply have		
			of their accounts	not happened. They		
				have been promised		
			<ul> <li>Organising general</li> </ul>	and scheduled, but		
			repairs and actions	rarely (until more		
			following any	recently – 12		
			statutory tests to	months) completed.		
			fire alarms, lighting,	Those that have		
			gates, etc. and risk	been completed		
			assessments	have not been		
				suitably documented		
			Administering	so that the residents		
			insurance claims (of	can be assured of		
			which there has	good value for		
			been an average of	money.		
			between 1 and 2 for			
			years 2012-16)			
			<ul> <li>Attending resident's</li> </ul>			
			meetings (of which			
			there has been an			
			average of at least			
			one per year			
			between 2012-16)			
	•		· · · · · · · · · · · · · · · · · · ·		······	

general enquiries via email/letter from customers (leaseholders) (of which there has been an average of 45 per year between 2012- 2016)
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# P686S565 SJ

### **Residential Property Tribunal Wales**

File Ref:

#### Leasehold Valuation Tribunal

### Scott Schedule

Penmaen Bod Eilias, Old Colwyn, Conwy, LL29 9BL **Year**  Service Charge

0	)	D	Μ	Μ	Y	Y	
C	)	1	0	1	1	7	

D	D	Μ	Μ	Υ	Υ
3	1	1	2	1	7

Item No	Description	Amount	Applicants Comments	Respondents Comments	Outstanding issue or resolved	Tribunal comments	Sum determined as payable by the Tribunal
Invoice	Apartment	£402.50	The apartment	The apartment fees for this	Outstanding:	The Tribunal	£603.75
684648	Management	£402.50	management fees of	financial year equate to		determines that	
01/01/17	Fees		£805 already represent	£134.13, per apartment.	Fees may be based on	the fees should be	
		£805.00	limited work undertaken		standards, but Mainstay simply	reduced by 25%.	
Invoice		Total	by Mainstay. Work	The management fees are	have not complied with what		
704426			during 2017 to date	based on a per unit fee, per	they have been contracted to		
01/04/17			involve a cleaning	year - in-line with the best	do, agreed to do, and have said		
			contract, a gardening contract, some minimal	practice and guidance from ARMA and RICS and are split	that they have done:		
			repairs, OOH fees, fire	across the service charge	<ul> <li>Specification and</li> </ul>		
			safety work and utilities.	levels (for houses and	selection of		
			This increased in charge	apartments). The per unit fee	contractors: Mainstay		
			does not represent good	is based on the anticipated	have simply used		
			value for money. The	work to be undertaken in	contractors already		
			majority of these fees	relation to the scope of the	confirmed on their		

r				
	vill undoubtedly be	duties contained within the	approved list from	
-	oing towards managing	management agreement	England. They have	
	ne same problems that	which includes but is not	not sought local	
ha	ave occurred since	limited to:	tradesman who could	
20	012. The residents		offer a more	
ca	annot be expected to	<ul> <li>Specification and</li> </ul>	competitive service,	
ke	eep incurring costs due	selection of	and who would have	
to	poor construction and	contractors for	been more readily	
m	nanagement.	service contracts	available for any	
		for equipment,	rework. The	
A	reasonable fee would	utilities and soft	Applicants have spent	
be	e £250 for the year.	services, including	time seeking and	
		periodic	recommending local	
		assessments such	contractors	
		as fire risk	themselves, indeed	
		assessments.	Mainstay asked us to	
			do this as they would	
		<ul> <li>Processing of supplier</li> </ul>	not be pro-active in	
		and utility invoice	this respect.	
		and payment,	Processing payments	
		maintaining records	and maintaining	
		and dealing with	records: Mainstay	
		any related queries.	have not been	
		,	forthcoming with	
		<ul> <li>Regular site visits by</li> </ul>	records. Their website	
		the property	is never updated.	
		manager	Applicants have had	
			to chase for	
		<ul> <li>Setting and issuing of</li> </ul>	completed records	
		service charge	and each time have	
		budgets	had slightly different	
			information.	
		<ul> <li>Creation and posting</li> </ul>	Applicants have been	
		of quarterly service	charged for invoices	
		charge payment	that are no longer in	
		requests to all	existence which does	
		customers and	not provide financial	
		issuing reminders	assurance to the	
		-	Applicants.	
		where necessary		

	<ul> <li>Regular site visits: These</li> </ul>
<ul> <li>Processing of</li> </ul>	simply have not
payments from	happened. They have
customers and	been promised and
maintaining records	scheduled, but rarely
of their accounts	(until more recently –
	12 months)
<ul> <li>Organising general</li> </ul>	completed. Those that
repairs and actions	have been completed
following any	have not been suitably
statutory tests to	documented so that
fire alarms, lighting,	the residents can be
gates, etc. and risk	assured of good value
assessments	for money.
Administering	Organising general
insurance claims (of	repairs: This has
which there has	simply not happened,
been an average of	or been ineffective.
between 1 and 2	Little if no quality
for years 2012-16)	assurance is ever
joi yeuis 2012 10j	completed. Residents
<ul> <li>Attending resident's</li> </ul>	are not notified of
• Attending resident's meetings (of which	works. Works have
there has been an	been carried out
average of at least	unnecessarily.
	Administering insurance
one per year	claims: All of these
between 2012-16)	claims have related to
	the issues outlined in
<ul> <li>Answering calls and</li> </ul>	
dealing with	this application. If the construction and
general enquiries	
via email/letter	maintenance was
from customers	effective, then claims
(leaseholders) (of	would have been
which there has	limited.
been an average of	Attending residents
45 per year	meetings: These have
between 2012-	only been necessary
2016)	because of the issues

					outlined in this application and the poor service received. Many have taken place in the residents own properties. • Answering calls and dealing with general enquiries: This has not been effectively done.		
Invoice 695670 09/02/17	Gate maintenance	£198.00	These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working. Notably, this work was undertaken by a local firm which has reduced costs, albeit they are still incurred due to poor previous management and gates that actually shouldn't be operating due to the high level of construction vehicles entering the site. Notably, before construction work started again on the site, it was agreed between residents and Mainstay	Strobe security solutions - Maintenance service and force testing of vehicle gates. Advised that wiring is in a mess. Quoted for further works including photocells wiring etc - £475+ VAT The contractor was travelled from further afield but the price would have been for the job/works These works are maintenance items and would ordinarily be financed through the general maintenance element of the service charge budget As the gates are mechanical moving equipment, breakdowns are always likely. There was a security issue and that is why the gates were repaired and site was	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed. Despite residents and Mainstays agreement the gates have been made operational at the resident's expense, despite the site being under construction. They have been damaged by this work.	The Tribunal determines that this sum is payable in full.	£198.00

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			that the gates would be	secure			
			left open as the				
			increased traffic would				
			cause damage. Mainstay				
			subsequently renegaded				
			on this agreement,				
			following instruction				
			from the management				
			company who are				
			themselves directly				
			linked to the new				
			building works. Any gate				
			expenditure occurring				
			since this agreement was				
			made, and subsequently	As above			
			ignored for a				
			management company				
			with conflicting interests,				
			should be borne out by				
			the developers, and not				
			even pushed via the				
			Applicants insurance				
			which to date has been				
			the case – the site				
			insurance premium has				
			increased significantly				
			because of the issues				
			raised in this application.				
			The Applicants do not				
			think that it is reasonable				
			to pay any costs incurred				
			in relation to the gates as				
			they have not been				
			properly installed or				
			maintained since				
			inception.				
Invoice	Estate	£337.50	The estate management	The estate fees for this	Outstanding:	The Tribunal	£506.25
684649	Management	£337.50	fees of £675 already	financial year equate to		determines that	
			,	,	J		1

01/01/17	Fees		represent a significant	£71.05, per unit.	Fees may be based on	the fees should be	
01/01/1/	1005	£675.00	portion of expenditure to	1, 1.00, per unit.	standards, but Mainstay simply	reduced by 25%.	
Invoice		Total	date, with actual	The management fees are	have not complied with what	100000 by 2570.	
704427		lotal	expenditure at -£487.95.	based on a per unit fee, per	they have been contracted to		
01/04/17			This is not reasonable.	year - in-line with the best	do, agreed to do, and have said		
01/04/1/				practice and guidance from	that they have done:		
			The Applicants believe	ARMA and RICS and are split	that they have done.		
			that a minimal £100	across the service charge	<ul> <li>Specification and</li> </ul>		
			should be reasonably	levels (for houses and	selection of		
			incurred throughout the	apartments). The per unit fee	contractors: Mainstay		
			entire year. This reflects	is based on the anticipated	have simply used		
			actual work incurred and	work to be undertaken in	contractors already		
			the stress incurred by all	relation to the scope of the	confirmed on their		
			residents of having to	duties contained within the	approved list from		
			continually check and	management agreement	England. They have		
			challenge work which is	which includes but is not	not sought local		
			what Mainstay have	limited to:	tradesman who could		
			been paid to do.		offer a more		
			·	<ul> <li>Specification and</li> </ul>	competitive service,		
				selection of	and who would have		
				contractors for	been more readily		
				service contracts	available for any		
				for equipment,	rework. The		
				utilities and soft	Applicants have spent		
				services, including	time seeking and		
				periodic	recommending local		
				assessments such	contractors		
				as fire risk	themselves, indeed		
				assessments.	Mainstay asked us to		
					do this as they would		
				<ul> <li>Processing of supplier</li> </ul>	not be pro-active in		
				and utility invoice	this respect.		
				and payment,	<ul> <li>Processing payments</li> </ul>		
				maintaining records	and maintaining		
				and dealing with	records: Mainstay		
				any related queries.	have not been		
					forthcoming with		
				<ul> <li>Regular site visits by</li> </ul>	records. Their website		
				the property	is never updated.		

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		manager	Applicants have had	
			to chase for	
		<ul> <li>Setting and issuing of</li> </ul>	completed records	
		service charge	and each time have	
		budgets	had slightly different	
			information.	
		<ul> <li>Creation and posting</li> </ul>	Applicants have been	
		of quarterly service		
		charge payment	that are no longer in	
		requests to all	existence which does	
		customers and	not provide financial	
		issuing reminders	assurance to the	
		where necessary	Applicants.	
		where necessary	Regular site visits: These	
		<ul> <li>Processing of</li> </ul>	simply have not	
		payments from	happened. They have	
		customers and	been promised and	
		maintaining record		
		of their accounts	(until more recently –	
		of their accounts	12 months)	
			completed. Those that	
		Organising general		
		repairs and actions		
		following any	have not been suitably	
		statutory tests to	documented so that	
		fire alarms, lighting		
		gates, etc. and risk		
		assessments	for money.	
		Administering		
		insurance claims <i>(o</i>	f	
		which there has		
		been an average of	F	
		between 1 and 2		
		for years 2012-16)		
		<ul> <li>Attending resident's</li> </ul>		
		meetings (of which		
		there has been an		

average of at least	
one per year	
between 2012-16)	
Answering calls and	
dealing with	
general enquiries	
via email/letter	
from customers	
(leaseholders) <i>(of</i>	
which there has	
been an average of	
45 per year	
between 2012-	
2016)	