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RESIDENTIAL PROPERTY TRIBUNAL

LEASEHOLD VALUATION TRIBUNAL

Reference: LVT/0018/08/18 (1)

In the Matter of Flat 14, Ashley House, Upper Frog Street, Tenby, SA70 7JG.

In the matter of an Application under Section 27A and 20C Landlord and Tenant Act 1985.

And: References LVT/ 0010/06/23 (2) and LVT/0015/08/23 (3)
In the matter of two separate applications made under section 20ZA of the Landlord and Tenant Act 1985.

Applicant	Catherine Carter
Respondent	Ashley House (Tenby) Management Limited
Tribunal:	Tribunal Judge Richard Payne- Legal Chair. Roger Baynham – Surveyor Member. Angie Ash – Lay Member.
Appearances:	The Applicant in person. Ms Cassandra Zanelli, Solicitor for the Respondent.

The matter was heard by video link on Microsoft Teams on Monday 18th September 2023, the property was inspected in person on the morning of Tuesday 19th September 2023 and the matter was thereafter heard by the Tribunal sitting in person at Haverfordwest Magistrates Court on the afternoon of Tuesday 19th September, and 20th, 21st and 22nd September 2023, and by video link on Microsoft Teams on Wednesday 25th October 2023.

[Figures in Square brackets relate to the page number in the Final Hearing bundle.]

DECISION.

The tribunal finds that the vast majority of the service charges in question are recoverable under the lease, are reasonable in amount and were reasonably incurred. The tribunal

grants the two applications for dispensation from the consultation regulations under section 20ZA.
The tribunal makes a costs order for £500 against Ms Carter to be paid to the Respondent within 28 days of the date of this decision.

Background.

1. This case started as long ago as 2018 with an application to the tribunal dated 31st July 2018 [37]. Ashley House in Upper Frog Street, Tenby Pembrokeshire is a Grade II listed building dating to circa 1850. It was previously the Coburg Hotel before being converted into a mixture of three commercial units and thirteen leasehold flats in 1984 /85. Ms Carter is the leaseholder of Flat 14, which has been in her family's ownership since 1984, and she initially sought to challenge the reasonableness of service charges for the years 2012-2017 inclusive and for the then future years of 2018 and 2019. Ms Carter, as her application form made clear, was concerned after re-mortgaging, that her surveyor's report noted high maintenance costs and poor upkeep of the building resulting in her flat being valued at £20,000 below the then market value. She felt that the management were letting the building go into disrepair but continuing to raise service charges. Ms Carter also sought an order under section 20C of the Landlord and Tenant Act 1985 ("the Act").

2. At subsequent case management conferences, Ms Carter was given permission to amend her claim to include consideration of the service charges for the periods 1st May 2019- 31st October 2019 and from 1st November 2019- 30th April 2022. The Respondent requested on 19th February 2023 to include the service charge periods 1st May – 30th April 2023 and this was granted. After the presentation of the Scott Schedules itemising matters in dispute over the years **the tribunal is concerned with ten years of service charges from 2013- 2023.**

3. During the long passage of this case, the Respondent company, that was not initially legally represented, instructed solicitor Ms Zanelli of Property Management Legal Services. The Respondent subsequently made two separate applications under section 20ZA of the Act for dispensation from the consultation requirements of section 20 of the Act. This decision therefore deals with all three applications, and, notwithstanding that Ms Carter is in law the respondent to the two section 20ZA applications, to avoid confusion, this decision refers to Ms Carter as the applicant throughout in relation to all three cases and to Ashley House (Tenby) Management Limited ("AHTML") as the Respondent.

4. Again, to avoid confusion, in this decision the applications will be referred to as the first application or case (LVT/0018/08/18), which is the service charge case, the second application or case (LVT/ 0010/06/23) which was the first dispensation from consultation application, and the third application or case (LVT/0015/08/23) which was the second dispensation from consultation application. The second application was dated 26th June 2023 and directions were given so that it could be dealt with at the same time as the first case, but the third application was dated 7th August 2023 and directions were given to enable the Applicant to be able to fairly respond. The first and second cases were heard

and dealt with together between 18th-22nd September 2023, and the third case was heard by video link on 25th October 2023.

5. The parties produced Skeleton arguments and bundles of authorities and the tribunal is grateful to them for their efforts and assistance in this regard. Ms Carter is concerned that service charges at Ashley House are unreasonable, and that maintenance and repair work has not been done to a reasonable standard. She also alleges that leaseholders' money has been misappropriated and such money should be reimbursed to the Respondent company to enable them to carry out maintenance and repairs to the requisite standard for a Grade II listed building.

6. The tribunal heard evidence and dealt with the matter year by year. There were many issues and arguments that were repeatedly raised by the Applicant or the Respondent across the years in question. The tribunal is not going to repeat those arguments for every year or upon each occasion that they were raised, but will, rather, determine the point and such determination will hold across the decision and the years in question unless there is some reason not to do so. There was inevitably introduction of factual matters when dealing with the first case, that were also relevant to the second and third cases.

7. Ms Carter holds her property at Flat 14 under a long lease agreement dated 13th June 1984 between (1) Rural & Coastal Developments Limited, (2) Tracey Victoria Bynon and (3) AHTML. She accepted that the various demands for service charges over the years in question had been properly presented in accordance with the law and the regulations applicable in Wales and there was no challenge to their validity. Ms Carter's concerns and arguments, as set out helpfully in her skeleton argument, can be summarised as follows;
    a) Whether the service charges are reasonable and whether the maintenance and repair work has been carried out to a reasonable standard.
    b) That leaseholder monies have been misappropriated and should be reimbursed to AHTML so that maintenance and repairs can be carried out to Ashley House to a high standard as befits a Grade Two listed building.
    c) There were inadequate controls on the AHTML bank account.
    d) The choice of contractors used to undertake work meant that other more cost-effective alternatives were ignored.
    e) There was a lack of the required legal consultation under section 20 for major works and long-term agreements, resulting in an overspend to leaseholders.
    f) There was no maintenance plan or logbooks of workers' attendance at Ashley House and therefore no record of past works. A maintenance plan would prevent repeated and reactive works and save leaseholders' money.
    g) There is excessive and poor invoicing, and an invoice is not proof of work having been undertaken or somebody being on site, only of them being paid.
    h) The above has led to the Applicant's concerns as to whether leaseholders have been paying for legitimate work and that leaseholders may have been paying higher than average costs for repairs and maintenance.

8. Ms Zanelli for the Respondent notes that AHTML, the Respondent company is a lessee-owned and controlled not for profit management company, a party to a tripartite lease with the Freeholder and individual leaseholder(s), which is responsible for management

functions and the collection of service charges relating to Ashley House. That is its sole function and purpose.

9. The Respondent relies on the terms of the lease, Paragraph 3(a) of the Third Schedule, for the Applicant's liability to pay service charges to the Respondent, and the Fifth Schedule which sets out the items of expenditure that the Respondent can recover from occupational leaseholders via the service charge. The Respondent set out the various parts of the Fifth Schedule that authorised the various disputed items of expenditure at paragraph 14 of its skeleton argument. The Maintenance Year and the Maintenance Period for which service charges may be demanded begins on the 1st May and ends on the 30th April the following year as is made clear by the recitals at page 2 of the lease itself. The Applicant covenants to pay the Maintenance Contribution to the Maintenance Company twice a year by two equal instalments in advance on the 1st May and the 1st November as per paragraph 3 (a) of the Third Schedule. The Applicant's percentage contribution to the annual Maintenance Provision is 6.5% of the Maintenance Provision appropriate to the flats as per Part 1 of the Fourth Schedule.

10. The Respondent argues that where the Applicant frequently cites that consultation has not been undertaken in accordance with section 20 of the Act either in relation to major works or qualifying long term agreements ("QLTA's"), that this is due to the Applicant's misunderstanding and misapplication of the law, and that section 20 is largely not engaged. The Respondent accepts that section 20 may be engaged in the second and third applications and that is why they were made.

11. In relation to the Applicant's allegations of excessive receipts or over-invoicing, the Respondent points out that the Applicant has not explained how this affects the reasonableness of such items, and notes that there may be numerous invoices from the same contractors, but that reflects that they were instructed on multiple occasions.

12. In relation to the second and third cases relating to dispensation, the Respondent argues that no prejudice has been caused to any lessee and the outcome would not have been any different had the consultation requirements been fully complied with, and that dispensation ought to be granted as it is fair and reasonable to do so.

13. In relation to the first case the Respondent invites the tribunal to find that:
    a) Service charges are payable as per the lease.
    b) Service charges are reasonable within the meaning of section 19.

14. The parties had provided Scott Schedules dealing with each service charge year, and the tribunal will address the items on the various schedules where there is argument raised for the first time. **If no comment is made on the figures in the Scott Schedules in this decision it is because the figures are approved as being reasonably incurred and reasonable in amount and are approved**.

Inspection

15. The Tribunal members inspected Ashley House in the presence of Ms Carter and Ms Zanelli, Mr Giles Birt, Mr Huw Bridges and Mr Charles Hopkinson on the morning of 19th September 2023. Ashley House comprises a former hotel which was built, circa, 1860 and consists of a mixed-use development in the centre of Tenby having three commercial units on the ground floor and 13 apartments on the upper floors together with a basement room. The property was originally converted to provide 14 self-contained residential apartments approximately 40 years ago, but this was subsequently reduced to 13 apartments when units Nos. 7 and 8 were amalgamated into one apartment. There is no provision for car parking within the curtilage of the site.

16. The property is constructed of solid stone and brick exterior walls which have been cement rendered, wooden casement window frames and a relatively new slate roof. The building straddles High Street and Upper Frog Street and the main entrance to the residential accommodation is via the latter and through a brick paved forecourt which has security access and then a courtyard leading to the communal front door and hallway.

17. There is a basement having steps down from the courtyard which houses the individual electric meters and has a storage area utilised by the management company for file storage. The accommodation on the ground floor comprises an entrance hall with a staircase leading to the upper floors and a lift which is old-fashioned, very small and has a maximum load of three persons. On the right of the staircase is a laundry room which has a stainless-steel sink unit and a coin operated washing machine and tumble dryer.

18. There is a half landing before reaching the first floor which consists of a long corridor providing access to three of the apartments. The second floor also has a long corridor which, as above, provides access to the apartments. In addition, there is an inner hallway with lift access and a half landing. The layout of the third floor is basically similar to the previous floors having a long corridor giving access to the individual apartments. Ashley House is located in a prominent position in the centre of Tenby and as such is within easy reach of all facilities and amenities and is basically adjacent to the seafront.

Issues and Scott Schedule for the Service Charge Years.

19. Ms Carter made it clear at the outset that one of her major concerns was that in her view there was no proof that contractors had been on site. She noted Ms Zanelli's contention that the invoices were proof that contractors had been there and undertaken the work, but Ms Carter did not accept this noting that some invoices had missing information, some had no dates and Ms Carter was also concerned that some invoices had been paid very quickly by the Respondent. Ms Carter contended that there should have been signing in and signing out sheets and photographic evidence before and after, of work having been done.

20. Ms Carter in particular was concerned about the invoices of Mr Hutchinson who she said claimed to have worked for many hours on site and who had been paid around £11,500 for 14 months of handyman work largely during Covid lockdown periods. Ms Carter explained that her flat is rented out to a long-term tenant, and she would visit three or

four times a year, and she described being there for two weeks and not seeing any contractors on site at all. Ms Carter also relied on her witness statements [774-783].

21. The tribunal does not repeat the liability to pay the service charges under the Third and Fifth Schedules of the lease that were set out in the Respondent's skeleton argument and were not challenged by Ms Carter.

22. The tribunal took full account of the closing submissions of both parties and in particular fully considered and applied the law as referred to in the relevant authorities including the two-stage reasonableness test in Hounslow LBC v Waaler [2017] EWCA Civ 45, Regent Management Limited v Jones [2010] UKUT (LC) Forcelux v Sweetman and another [2001] 2EGLR 173, and accept that, as Ms Zanelli put it, that reasonable people can reasonably disagree.

Service charge Year ending 30th April 2014.

23. **Charles Insurance - £3512.33. [784]** Ms Carter argued that there was non-compliance with section 20 of the Act, and this was a QLTA that required consultation. The Respondent states that this is not a QLTA under section 20ZA (2) as the insurance policy does not exceed a term of more than 12 months. The insurance policy runs from 17th May 2013 to 16th May 2013.

24. Ms Zanelli called Mr Charles Birt, of Birt and Co, former Property Manager of Ashley House from 1984-August 2019. Mr Birt confirmed the contents of his witness statement dated 22nd June 2023 [pages 904- 918] and explained that an insurance broker would be used to "go to market" to try and find the best policy at arm's length, that the most competitive policy would be chosen and would only ever be for a period of 12 months.

25. The tribunal accepts the Respondent's representations on this matter and find that this is not a QLTA. **It should be noted that there are many items in the hearing bundle where Ms Carter has challenged items alleging non-compliance with section 20. None of the items, save for those expressly discussed in this decision, engage the consultation provisions and the Applicant's repeated challenges on this basis are misplaced and rejected, albeit that the tribunal does not intend to deal with everyone individually in this decision.** There was no challenge by Ms Carter to the amount of the policy and the tribunal find that this, and the £159 for the Directors and Officers Policy, is reasonable in amount, reasonably incurred and recoverable.

26. **Cleaner- Rose Sinkins, £3680, £80 per week x 46 weeks**. Ms Carter contended that the amount of time spent in cleaning was excessive and therefore unreasonable. She said that she had had cleaners look at the property and they had advised her that 3 – 4 hours per week, equating to 16 to 17 hours per month would be reasonable. Ms Carter noted that there were no signing in or signing out sheets and no proof that the work had been undertaken. Ms Zanelli's position is that it is not necessary for there to be any signing in or signing out sheets and Mr Birt's evidence was that Rose Simpkins was engaged to provide cleaning services of the common areas of Ashley House which was on average 10 hours per week. There are four storeys in total for the residential part and these include

two staircases, three corridors, a lobby area, laundry room and external courtyard. Mr Birt maintained that the work had been undertaken to a good standard and a reasonable cost and there have been no complaints about her work.

27. The tribunal finds that the costs of cleaning, equating to £3680 are reasonable. The tribunal notes that Ms Carter was not complaining about the state of the quality of the cleaning but arguing that the number of hours were excessive. The tribunal notes that this is a large building with a number of common areas which would require for example taking a hoover up and down the lift and stairs. The total divided by 52 comes to just over £70 per week.

28. With regard to Ms Carter's point about signing in sheets, whilst the tribunal accepts that in some areas of work this could be seen as good practice, it is not mandatory, not required by the lease, and the absence of any signing in or signing out sheets does not mean that the work has not been done. (If there were such sheets, then there would doubtless be some instances where some people forget to sign in where it is required). **Therefore, not just for this item but for all items where Ms Carter has raised the issue of signing in and signing out sheets/logbook, the tribunal rejected this argument and consider such sheets/log book to be unnecessary.**

29. **Electrical services- Rentokil Initial Fire Services, Colec and Peter Edwards[785-786].** Ms Carter contends that there are three electrical companies testing the emergency light system and there has been duplication and excessive invoicing. Ms Carter noted that an invoice from Rentokil [1210] dated 22 July 2013 for £54 including VAT was for a faulty intercom handset at Flat 13, but there is no Flat 13. Mr Birt explained that there were two types of work, routine testing and reactive maintenance where a fault was reported. The other electrical companies related to changing lights not all of which were emergency lights. Ms Zanelli submitted that the evidence of the work being undertaken was the invoices themselves and it was not necessary for there to be photos of signing in or signing out books and that these were necessary costs and necessary for the management of the building and to discharge statutory duties under the Regulatory Reform (Fire Safety) Order 2005.

30. Mr Birt explained that the invoices covered fire alarms and fire extinguishers and also lighting to illuminate the corridors which was not emergency lighting. In addition, the emergency lighting system was old, there are four corridors and two stairwells and a lot of lights within those areas. If a light was not working, then Mr Birt's office would be informed and he would engage a contractor to replace the bulbs and so forth. Mr Birt explained that of the two firms of electricians, Peter Edwards and Colec, they would engage whoever was available at the time.

31. The tribunal noted the detailed descriptions provided by the Respondent in the Scott schedule [785,786,787] and the relevant contractors' invoices for the works undertaken and are satisfied that the work was undertaken by the electrical contractors, that it was not a duplication of work and that the charges were reasonable. Ms Zanelli took the

tribunal to the relevant invoices and the tribunal is satisfied that such invoices are proof of the work being undertaken, and we are fortified in that view by the evidence of Mr Birt which we accept.

32. **In relation to Ms Carter's point that the invoices themselves are not proof that the work was undertaken, upon this and various other costs, unless specifically stated elsewhere in this determination, the tribunal is satisfied, and accept Ms Zanelli's arguments upon the point, that in fact the invoices are proof of the work having been undertaken**. The tribunal is to determine matters upon the civil standard of proof, namely is it more likely than not that, where an invoice has been provided, the work has been undertaken as stated upon that invoice. Where Ms Carter challenges the invoices upon the basis that she does not accept that the work was undertaken, then it is incumbent upon her to provide evidence that the work was not undertaken as opposed to doing what she has done, which is voicing her beliefs and suspicions that work was not done, unsupported by evidence. The tribunal finds that it is a cynical view, with a whiff of the conspiracy theory, to suggest, as Ms Carter does in her opening remarks, that the explanation for the invoices not reflecting the state of the building in her opinion, is because of fraud. That is a serious allegation that, over the five days of the hearing and in the substantial documentary evidence, is not made out at all. The tribunal emphatically rejects, having heard all of the evidence, any suggestion that there has been fraudulent conduct by any past or present managing agents of Ashley House.

33. The roofing, water and electricity charges [787 – 789], were initially challenged by Ms Carter upon the basis that there was no compliance with section 20, but this was a misunderstanding of the QLTA position as noted above and those charges were approved.

34. **Birt and Co Management Fee £3,310**. Ms Carter challenged this fee and said that Birt and Co did not offer a very good management service. She gave examples of when she had asked for a window to be replaced and it took them eight months to arrange to do so, and that when she had started renovations upon her flat there were water leaks coming into the living room section and Darren Long from Birt and Co advised that it was better to let it dry out as it would cost more than £20,000 in scaffolding to get somebody on the roof to fix it. Mr Birt said that as the managing agents, they worked under the instruction of the management company and that at one of the AGMs, one directive given to him was that there was to be no more money spent on windows. He said that they were happy as agents to do what needs to be done but if there was reluctance from the leaseholders and no funds there to undertake work it was not possible to get things done.

35. Mr Birt said that the management fees charged for the work being undertaken were very reasonable as he and staff would be frequently called to go to Ashley House. Ms Zanelli said that the management fee was split between the shops and the flats, and the residential element was £2860 and the shops paid £450.

36. The tribunal determines that the management fee is reasonable. It equates to approximately £220 per flat per annum or around £4.23 per week. The tribunal accepts Mr Birt's evidence that the managing agents are instructed by the Respondent management company and if there is no money to do something then the managing

agents cannot do it. The tribunal is satisfied from the totality of the evidence that there are many tasks of a time-consuming nature involved in the management of Ashley House and that these fees were reasonable in amount and reasonably incurred.

37. **Elite Aerial Services £48.** Ms Carter challenged this invoice upon the basis that was no evidence of anyone going up onto the roof, but Mr Birt explained that this would have been a matter reported by residents not getting a signal and Elite would come out to undertake work. If they had not done anything at all then the resident would not have been happy and there would have been further information about this. The tribunal accepts Mr Birt's evidence and that the work for this invoice was incurred and reasonably so.

38. There was no challenge maintained to the invoices for Morris Brothers and the Fourcroft hotel [792).

39. **Smart Gardens removal of waste £100 and £10.** Ms Zanelli noted that these were supported by invoices [1130 and 1222]. The tribunal accepts that these are reasonable costs reasonably incurred, which included a skip fees and removal of two trailers of waste which had to be taken somewhere off-site.

40. **ATS cleaning, wall washing of the masonry £350 and £160.** Ms Carter argued that there was no maintenance plan, and this work seems to be reactive and therefore is more expensive to leaseholders. Ms Carter had also challenged this upon the basis of there having been no logbook. One of Ms Carter's principal arguments was that additional costs have been incurred by leaseholders because the work undertaken is reactive rather than in accordance with a maintenance plan which would overall, she felt, reduce costs. The evidence of Mr Birt, and the arguments of Ms Zanelli were that the managing agent were told what to spend by the Respondent management company as and when works needed to be undertaken. The tribunal accepts this evidence on behalf of the Respondent. It is important to note that whilst Ms Carter's suggestion of a maintenance plan is a sensible one and it may save leaseholders money in the long term (although the tribunal was not in a position to decide that point upon the available evidence and did not specifically hear comparative evidence on the issue), this does not mean that dealing with the matter on a reactive basis is unreasonable. The tribunal accepts that Mr Birt and his successors as managing agents were told and constrained by the Respondent what work to do and what to spend money upon. This is in accordance with the lease and whilst Ms Carter argues that an alternative maintenance plan would be more practical and cost-effective, this does not mean that the reactive approach is unreasonable.

41. For this item the invoice for £160 dated 3 May 2013 was for cleaning the masonry with fungicide on the Upper Frog Street elevation and of the courtyard, and the invoice for £350 dated 21st of March 2014 was for washing down the walls and windows [1123 and 1139]. **The tribunal determined that these costs are reasonable in amount and are reasonably incurred.** The layout of the building is not straightforward, and the walls are high and not easy to reach in places.

42. **The tribunal, having considered Ms Carter's arguments about planned maintenance as opposed to reactive maintenance in this item, determines that the approach taken throughout the years in question to undertake reactive maintenance, where Ms Carter argues for planned maintenance, is a reasonable one for the reasons given above**. The managing agents were following the instructions of the Respondent. They were not at any stage throughout the years that the tribunal is considering, instructed to prepare a comprehensive planned maintenance programme.

Service Charge Year ending 30th of April 2015 [796]

43. **Cardiff Lifts.**[798] there are various invoices challenged by Ms Carter. She said that this company have been the main company involved and she was concerned that there did not appear to be any interest in exploring cheaper quotes from other companies. She had obtained quotations from Pickering lifts for £250 plus VAT to cover up to four visits. Ms Carter felt that if the lift was regularly serviced there would be no need to incur the call out charges which would result in a saving for leaseholders, she had been told this in the conversation with Pickering's Lifts. Ms Carter included correspondence [567 – 593] that she had had with four different lift companies, Pickering's Lifts, Green Elevator Services, Ace Lifts Ltd and R J Lift Group. Ms Carter said "I think that we are being held hostage by Cardiff Lifts" and she did not understand why they could not change the contract. She said that Pickering's Lifts have an office in Cardiff and would have local lift maintenance.

44. Ms Zanelli pointed out that Cardiff Lifts are cheaper than Pickering and noted the service contract [1331] and the callout charges of £65 plus VAT [1330] for Cardiff Lifts. By contrast, the hourly rates for callouts for Pickering's Lifts were £60.47 Monday to Friday, £90.71 evenings/Saturdays and £120.94 on Sundays/public holidays [568]. Travel and time on site are both chargeable at those rates with a minimum invoice charge of £144.20 also applying. Ms Zanelli noted that cost was not the deciding factor but submitted it was whether using Cardiff Lifts falls within the range of reasonable decisions. Mr Birt said that Cardiff Lifts have a local operative who lives within 20 minutes of the site, and in addition to the annual service contract there are reactive maintenance calls when the lift is out of order. He said that they had found Cardiff Lifts charges to be reasonable and their service to be good.

45. Ms Carter said that from her discussions with Pickering's Lifts, the lift should be replaced and upgraded. Mr Birt said that the lift car itself is not self-contained and enclosed and when the lift is working it is the wall that is moving past. He said the lift cannot be upgraded it would need to be completely replaced.

46. The tribunal carefully considered all of the oral and written evidence and submissions upon the lift and noted that it has been operational since the building was a hotel. The tribunal notes that whilst the lift is operational, it is of an age where it does require maintenance over and above that which would be required by a modern lift. The lift significantly predates the conversion of the building in 1984 and the tribunal was told that there are elderly residents who need the lift to get up and down the building and therefore when there are problems there needs to be a lift maintenance operative upon site quickly. The tribunal notes that Cardiff Lifts have an operative locally and find that, given the age

and condition of the lift, the charges for the service contract and the maintenance visits of Cardiff Lifts are reasonably incurred and reasonable in amount. As with other items, the Respondent will instruct the managing agents to undertake work as and when it is required.

47. **Elite aerial services.** Ms Carter argued that the number of visits by this company and their charges were excessive and unreasonable. She relied upon correspondence that she had had with Mr Dave Cooper of 1A Aerials and his detailed email of May 20th 2021 [540 – 542].

48. All this referred to Mr Cooper's opinion that he would normally expect a tall high gain antenna to last for about 10 years and not need maintenance visits more than once or twice in that period. Mr Cooper suggested that something is fundamentally wrong with the approach of Elite if they were having to attend so frequently. He acknowledged that Tenby is notorious for poor Freeview TV reception which could give rise to a different signal on each visit, but he suggested this should have been resolved before the fitting of several new master amplifiers in a 12-month period.

49. Ms Carter confirmed that she had not shown Mr Cooper any documentation but had read some of the invoices out to him over the telephone. She gave him information about the prices. Mr Birt explained that a lot of work that had been undertaken was not necessarily on the aerial. He explained that the signal has to go through transformers and splitters, and it isn't the case of somebody going out to adjust the aerial, but it could be the hardware in the roof space that is at fault. Ms Zanelli referred to the invoices [1348 – 1352] and that the invoice for £900 was for the installation of a new aerial profile and system, the invoice for £390 on 12 February 2015 was for replacing a tap unit and splitters and the other invoices were for callouts.

50. The tribunal considered the evidence and the representations of both parties. We noted that Mr Cooper's letter suggested that the rates charged by Elite Aerial Services were reasonable, but it was the number of visits that were questioned. The tribunal notes from the invoices that the different items of expenditure are set out and determines that they are reasonable. We shall further comment upon Elite Aerial Services in the year ending 30th of April 2020.

51. **G and I Roofing [802]**. Ms Carter again challenged the invoices here saying she did not know if the work had been done as she had not been on the roof. Ms Zanelli drew attention to for example the invoice for 4 July 2014 [1226] which had a detailed description of the work undertaken to repair storm damage to the rear roof next to the Market Hall, to replace missing and broken slates clean out the valley gutters of old slates and remove from site. Mr Birt said there was no reason to believe that works weren't done as this firm are a general building firm and the only company in the area that have a cherry picker. He described them as a good local firm that were responsive and came out quickly and he considered that the charges were entirely reasonable.

52. In the light of the tribunal's inspection of Ashley House and appreciation of the difficulties presented by the physical layout in undertaking repair work, particularly upon parts of the

roof, the tribunal notes the descriptions in the Scott Schedule and invoices of the work undertaken and agree that the charges are reasonable in amount and were reasonably incurred.

53. There was no challenge from Ms Carter to the costs of painter Nigel Davies, the Fourcroft Hotel or Charles insurance. The costs of Birt and Co for management are reasonable and although Ms Carter challenged the costs of Christopher Taylor and said there was no evidence of him being there, the invoices were provided [1234, 1236 and 1238] and the tribunal agrees the charges as reasonable.

54. **Jim Williams roofing, bird netting, £720**. Ms Carter challenged this item on the basis that there was nothing to say the work had been done although she did not query the cost. Mr Birt explained that between Ashley House and WH Smith there is a small, enclosed courtyard which belongs to Ashley House. There was an issue with pigeons getting in and it was decided that the best thing to do is to put bird netting and Ashley House contributed 50% as it benefited both buildings. Ms Zanelli drew the tribunal's attention to the invoice [1359] and the tribunal is satisfied this work was undertaken and that the costs are reasonable.

Service Charge Year ending 30th of April 2016 [808]

55. Ms Carter did not challenge the costs of Andrew Milward Joinery for windows. Ms Carter had challenged **PI Scaffolding invoices** on the basis that there was no proof that somebody had been there. She was not querying the cost but was initially challenging on the basis of section 20, which as explained earlier, is misplaced. The tribunal is satisfied from the invoices that these costs were incurred and were reasonable.

56. **Pembrokeshire Locks.** Ms Carter challenged these costs again on the basis that there was no evidence that anyone had been there and as she considered the work to have been excessive. Ms Zanelli referred to the invoices to support the work being done [for example 1360, 1362]. Mr Birt explained that the service charges were paid for a batch of keys but if any leaseholder then wanted a key, they were sold a key so that the money was put back into the service charge funds. He said that the first item was 40 keys as the lock had been changed and so 40 keys were cut to be given to the leaseholders. Mr Birt explained that a specialist key needed to be used and one could not just go to a local locksmith. Other invoices detailed other work for example diagnosing faults with a lock of the laundry room, and problems with the main lock. The tribunal accepts that the fees involved were reasonable and the approach undertaken by Mr Birt on this issue was reasonable.

57. The tribunal accepts that Birt and Co's management fees were reasonable, as was the extra £30 for the online filing of accounts. Mr Birt explained that the company secretary role was not part of the day-to-day management, and a separate fee was made for filing the company return.

58. **ATS Cleaning [816]** for vacuuming gutters, photographing and clearing blockages. Whilst Ms Carter again argued that there was no proof of the contractor being on site. Ms Zanelli drew attention to the invoices [1369, 1372] with descriptions of the work, and Mr Birt

confirmed that this company took photographs before and after the work. The tribunal determined that these are reasonable costs, reasonably incurred.

59. The tribunal determines that the fees charged by Cardiff Lifts are reasonable for the reasons previously given.

Service Charge Year ending 30th of April 2017 [818]

60. **PI scaffolding, Waterloo Industrial Services.** Ms Carter challenged these costs of £600 and £2200 on the basis that there was no evidence they had done the work. She said they are separate companies, but they have the same address. Ms Zanelli drew attention to the invoices and Mr Birt explained that they are one and the same company and he did not know why they had two different trading names, but he said he dealt with them regularly on different jobs and considered their prices to be reasonable for the works involved. The tribunal finds that these costs were incurred and they were reasonable in amount.

61. **G and I roofing.** Again, Ms Carter challenged these costs and said there was no evidence of the contractor being there, but the tribunal accepted the evidence of the invoices [1459, 1460, 1463, 1475 and 1480] that the contractor was there and undertook the work.

62. **Mike Smith [826].** Ms Carter challenged these costs and referred to the statement of Rob Reed in what she described as the first bundle, which challenged the quality of the work. Mr Birt said that this related to vertical hung tiles or slates which had come loose and were in a bad condition. The work was necessary and was conducted to a reasonable standard and the costs were split between the shops and the flats. Mr Birt said the tenants would pay roughly 70% of the figures quoted and confirmed that he had been on the scaffold himself and inspected the work and said the vertical hung slates were finished in a smooth render. The tribunal accepts the evidence of Mr Birt and that these costs were reasonable and reasonably incurred. It is worth noting at this stage that Ms Carter had upon a number of occasions referred to "the first bundle". It became apparent that she was describing a bundle of documents that had been prepared some years earlier in this case for a preliminary hearing before the pandemic. Ms Carter said she had assumed that this bundle would be in evidence. However, very clear directions orders were given in this case in order to prepare for trial and neither Ms Zanelli nor the tribunal panel had a copy of this "first bundle" and therefore no reliance could be placed upon its purported contents.

63. **Apest Control – bird netting.** Again, Ms Carter claimed there was no proof and no logbook to verify that this work had been undertaken but Ms Zanelli drew the tribunal's attention to the invoices and Mr Birt explained that there was a pigeon and seagull problem at Ashley House and that spikes had been fitted on various locations including some windowsills. The tribunal noted that the costs of this item were split between the commercial shops and the flats and consider these costs to be reasonable in amount and reasonably incurred.

Service Charge Year ending 30th of April 2018 [828]

64. It should be noted that many of the costs in the Scott Schedule for this year repeated previous arguments that have been dealt with above. All costs are found to be reasonably incurred and reasonable where not specifically mentioned in this decision.

65. **P.R.E. Electrical Contractors – £508.80, coin meters in the laundry room.** Ms Carter complained that there had been lower quotes for this work and there was no direct authorisation for the payment, but Ms Zanelli pointed out that no such quotes had been included by her and that authorisation was not required. Ms Zanelli also pointed out that there was a supporting invoice [1564] and the coin meters generated income and the service charge has been paid for by the income generated in subsequent years. The tribunal determines that the costs here were reasonable and reasonably incurred.

66. **Signspeed – £108.** Ms Carter challenged this upon the basis that cheaper quotes had been found. Ms Zanelli explained that there were ten signs altogether, laminated signs in relation to the lift. The tribunal saw the signs upon the inspection and determine that the costs are reasonable.

67. **G & I Roofing.** [835] Ms Carter again argued that this was reactive works, and the lack of a maintenance plan made it more costly. Mr Birt explained that repairs to a front door pillar would be reactive maintenance as something had been damaged and put right but the gutter clearing was planned maintenance and routine to make sure that the gutters didn't block. He referred to the problems that the building has with seagulls and that this was the company with the cherry picker to undertake the work. The tribunal is satisfied that there were invoices to support this work and that the costs were reasonably incurred and reasonable in amount.

Service Charge Year ending 30th of April 2019 [838]

68. **Wayne Warlow Carpenter.** Ms Carter argued that the work covered by this invoice in Flat Four was necessary due to a blocked drainpipe outside and was therefore due to poor management because she argued that had there been a maintenance plan this may not have happened in this way. Ms Zanelli countered that there was a maintenance plan for clearing the gutters as confirmed by Mr Birt. Mr Birt explained that there had been a blocked gutter on the side of the building between Ashley House and the market, and there was a narrow passageway, and contractors could not get a ladder in as it was too steep. The weyroc flooring was replaced as when it gets wet it loses its structural integrity, but he considered the costs to be reasonable and they included removal of the damaged floor and timbers. Mr Birt also noted that Ashley House is a Victorian four-storey building with certain parts of it joining other buildings. It is tall with a metre wide passageway and a 20 metre elevation and it would require otherwise a small tower scaffold to lift grass out of the gutter and this would cost around £500 – £600.

69. The tribunal notes that these costs were supported by an invoice [1686] which described the works undertaken. The tribunal considers the costs to be reasonable and to have been reasonably incurred.

70. **Griffiths and Daughters, scaffolding – £6000.** Ms Zanelli explained that £6000 was the initial hire cost for the erection of the scaffold and the pavement licence and drew the tribunal's attention to other invoices for additional weekly hire charges and fees to Pembrokeshire County Council. Mr Birt said there was an extra total of £7910 for 22 weeks of scaffolding, kick boards and licences. Ms Carter did not accept that the scaffolding was all for the benefit of Ashley House. Mr Birt explained that there were problems with the roof and nail fatigue on the slates and the only way to get access and to inspect was to erect the scaffold. Once the scaffold was up it could be seen that some of the nails had gone, and the quality of the nails was worse on the western side in the prevailing winds. Mr Birt, with the aid of photographs, explained work that had been done on Ashley House using the scaffold. He said that there had been some contractors doing work on the commercial unit now known as Trespass which was being renovated at the time. The contractors wanted to hack off some render and used the Ashley House scaffold to do so but they also did some considerable hacking off and rendering to Ashley House.

71. Mr Birt said that there was also water ingress coming through the light fittings of the flat of a 90-year-old resident and Mr Titterton of the Respondent insisted upon obtaining a number of quotations. This cost is also subject to the section 20 consultation application that will be dealt with in due course, but Mr Birt said that once the scaffolding was erected, four individual contractors went there to advise on the state of the roof and provide quotations. Mr Birt went with the cheapest quote but said he would have been happy with any of the four contractors, all local and known to him, to have undertaken the work. Mr Birt stressed that it was not until scaffolding was erected and they could get up and inspect, that they knew what other work needed to be done. The work on the chimneys, lead work on the roof was all done but a full survey on that section of the building had not been undertaken at that point.

72. Ms Carter referred to her email of 20 November 2018 and felt that there were cheaper quotes available, but Mr Birt said that this quote was for a tower scaffold for a single area whereas a full access scaffold was required. Mr Birt explained that although it was suggested that just part of the roof should be replaced over the leak to the flat, that when they could see there was nail fatigue in that area it would have been a false economy to have just done that. Mr Birt refuted Ms Carter's suggestion that no work had been done for seven weeks and said that as soon as the scaffolding was not required the company are notified and it is taken off hire and there are no charges after notice is given even if the scaffolding remains up. There can be difficulties in arranging with Pembrokeshire County Council about removing the scaffolding.

73. In terms of the cost, the tribunal is satisfied that the costs of the scaffolding were reasonable and reasonably incurred. It was not possible to obtain quotes for the work required until scaffolding was up, and although the scaffolding may have remained in place after completion of the works the tribunal accepts the evidence of Mr Birt that the Respondent was not charged for this after notifying them that the work was completed.

Service charge year 1st of May 2019 to 31st of October 2019 [848].

74. **ATS cleaning invoices [850**]. Ms Carter challenged these and noted an inconsistency in the invoicing between electronic and handwritten invoices. Mr Huw Bridges of Birt and Co explained that the company is run by Mike Stock and his son-in-law who is more computer literate than Mr Stock, but he was able to vouch for the company. [Invoices were at 1869, 1862, 1863]. The tribunal asked Ms Carter why she had not raised these issues with Mr Birt who had offered her the opportunity to attend at his office to look at all invoices, and she replied, "I don't trust Mr Birt". The tribunal finds that the costs are all covered by invoices, that the work was done, and the costs were reasonable in amount and reasonably incurred.

75. **Alexander Partnership, accounting and half year accounts.** Ms Carter challenged these costs on the basis that she had submitted three different quotes from other accountants which she felt had not been looked at. She referred to a quote that she had obtained from Bevan Buckland who would have undertaken the work for £500 [546 – 556].

76. Mr Birt explained that they had used other firms in the past but in his experience not all accountancy practices fully understand service charges. He said the Alexander Partnership look after numerous properties in the area, they had a fast and efficient turnaround and knowledge of the building. He said that he had found them to be competitive and felt that he and his company had a good idea of what was good value locally with accountancy firms.

77. The tribunal finds that the service charges for the Alexander Partnership are reasonable in amount for the reasons given by Mr Birt. The tribunal also reminds itself of the position in law which is that there will be a range of reasonable costs and there is no obligation for the Respondent to accept lower quotations.

78. **Elite aerials.** [852/853]. Again, Ms Carter challenged these costs as previously and raised doubts as to whether the contractors had been on site. However, as per the various invoices supplied, each one was for a separate set of general maintenance and repair. The tribunal is satisfied that the work was undertaken, and the tribunal also had the benefit of hearing evidence from Mr Tim Mason who was responsible for managing Ashley House on behalf of the Respondent from September 2019 until July 2022. The tribunal also had regard to Mr Mason's witness statement dated 26 June 2023 [919 – 934] which dealt with several matters including the TV and aerial maintenance. Mr Mason's statement details that as Tenby sits between three main transmitting masts and the selector box is in the loft, it often finds it difficult to establish the service in certain weather conditions. There are often problems with the signal as a result and he notes that as it is a communal system that provides a TV signal to the individual flats, there were ongoing problems with the system, and he considered that it was logical to maintain Elite aerials as they were familiar with the system. Mr Mason's evidence is that whilst he was managing Ashley House, he received numerous calls from residents complaining that they could not get the signal and asking for it to be repaired and it was clear that residents were making use of the communal TV aerial. Mr Mason subsequently said in his oral evidence that there are likely to be future problems as the building has very old cables joined together with tatty corroded connections, and he had spent four or five hours with the TV engineer going through the building.

79. Please note that it is convenient for the tribunal to deal with this item for all of the years here. The tribunal notes that for the years ended 30 April 2016, 2017, 2018, and 2019 there were no charges for aerial services. There were further charges in the year ending 30th of April 2020, 2022, and 2023. Whilst the tribunal has carefully considered Ms Carter's representations and the email information from Mr David Cooper, the tribunal accept that the invoices were raised following reactive repair work and that there are difficulties with the signal and splitting the service into the various flats that has required reactive maintenance. The tribunal is therefore satisfied overall and noting that there were no charges for the four-year period noted above, that these costs throughout were reasonable in amount and reasonably incurred.

80. **Rose Castle joinery, invoice for £1740 [1822] and for £444 [1823].** Ms Carter referred to alternative quotes that she had obtained after ringing three different companies, and which were £200 or £300 cheaper. Mr Huw Bridges, property manager for Birt and Co explained that when the scaffolding was erected, and they were able to look at the roof they could also see that there were potentially 21 windows that were in disrepair and needed doing however the funds were simply not in the account at that stage. The tribunal was satisfied upon the invoices and the evidence that the window costs and fitting costs were reasonable and the fact that Ms Carter may have been able to obtain a cheaper quote does not make this work unreasonable.

81. **Birt and C-management fee £1200 [857].** Ms Carter complained that there was no invoice produced for this and therefore these charges were not valid or legal. Mr Bridges gave evidence and accepted that there was no invoice, but he said this was the time when they were being replaced as managers, but he gave oral evidence that they were managing the property and working on it until 1 September 2019. Whilst the tribunal accepts that there was no invoice, we also accept the evidence of Mr Bridges that management was being undertaken and we find that the fee was reasonable and reasonably incurred.

82. **Seasons roofing, £6888, Roofing and Lead Fabrication, Chimney repairs £2910.32. [Invoices at 1875 and 1876].** Ms Carter argued that these works could and should have been done more cheaply. Mr Bridges explained that when the scaffolding was put up, they obtained quotations for companies, and they went with the cheapest. In terms of the chimney repairs, this required a lead specialist which is who they went with, and the chimney pot tops had to meet the design requirements of the National Park. The tribunal determined that the costs of both items were reasonable, and we accept Mr Bridges' evidence that they went with the cheapest quote for the roofing. In terms of the work for the chimney pots and repairs, this totals £2910.32 but there were requirements of the National Park to be complied with and the labour costs were £200 a day which, for two workers at £100 each per day was reasonable. The tribunal approves these costs as being reasonably incurred and reasonable in amount.

83. **CPC services, pest control, £350, 25th of September 2019**. Ms Carter argued that these costs were unreasonable because the Council can carry out pest control in loft areas for £100 including three site inspections. Mr Mason, who had taken over as property manager

in September 2019, gave evidence upon this matter and described the problem with dead pigeons in the loft area and on top of the lift. He explained that contractors did not want to go and work in the loft if there were dead birds lying around and they needed to find a contractor who would remove these. Mr Mason confirmed that the costs included working in all of the loft areas and undertaking three visits inspecting and spraying them. Mr Mason said that he had not seen Ms Carter's quote before he had engaged the contractors. The tribunal finds that the costs were reasonable and reasonably incurred although it was unfortunate that Ms Carter's efforts to source cheaper contractors for the benefit of all the leaseholders, had not been seen by Mr Mason. As an aside, it is clear that Ms Carter has been motivated to try and reduce costs for herself and other leaseholders and the tribunal hopes that future communications between Ms Carter and the Respondent will be improved.

84. **Martin Cole Electrical services, EICR common areas only, £438**. Ms Carter had an alternative quote [543] from a Mr Rob Morgan who said that he could carry out the EICR for under £400. Ms Zanelli fairly pointed out that Mr Morgan's email to Ms Carter did not explain whether it was inclusive or exclusive of VAT whereas the invoice [1826] from Martin Cole was for £365 plus VAT. Mr Mason confirmed that he had spoken to a number of electrical contractors and Mr Cole was the most cost-effective quote at that time. The tribunal finds that this was a reasonable cost and was reasonably incurred.

Service charge year 1st November 2019 to 30th April 2020 [860].

85. **D Evans – cleaner services**. Ms Carter challenged the reasonableness of these costs and said there were no details on the hours worked and no hourly rate is included and no records of the cleaner being on site. As previously she argued that it takes four hours per week to clean Ashley House and this cleaner is charging in the region of six hours per week. Mr Mason said that the cleaning costs came down during his period of management and emphasised that as Tenby is a seaside town there are good seasonal hourly pay rates in the summer but not in the winter and it is difficult to find a reliable person for four – eight hours a week when there can be more seasonal attractive rates. Mr Mason also explained that at the outset of his management there were five or six people living at Ashley House but in the summer all the flats were fully occupied and there was more footfall, including people coming from the beach with sand and one flat was rented out as an Airbnb. Mr Mason said there was some flexibility about the hours worked, that the cleaner would tell him if they needed to spend extra time. Mr Mason's statement set out the details of the three different cleaners involved in the work and that they included the purchase of materials.

86. The tribunal accepts the evidence of Mr Mason about the cleaners and find that the costs were reasonably incurred and reasonable in amount.

87. Ms Carter had initially challenged Marine and Marina Management's fees, which were in effect the fees for Mr Mason's services in managing Ashley House. However, at the hearing Ms Carter accepted that the costs were reasonable.

88. **ATS cleaning – Windows/gutter cleaning**. [861] Ms Carter challenged these costs, no details and a questionable invoice. Mr Mason explained that he had been present and supervised what was happening as he had needed to gain access through the Trespass shop and there was an issue on the downpipe on that side of the building. The tribunal accepts Mr Mason's evidence and accept that this work was undertaken, and the costs were reasonably incurred and reasonable in amount.

89. The tribunal noted that Ms Carter did not dispute the Scaffolding 2000 Ltd invoice of 3 March 2020 for £1020 [862].

90. **Jeremy Lees Painter £853.50, 15th April 2020**. Ms Carter complained that this painter was well known for painting over windows when they're closed causing problems, and she did not consider that it was a reasonable standard of work. She was concerned that he had also been paid quickly. Mr Mason's own evidence confirmed that he had received a call from the lessee of flat 11 to say that the windows had been painted over and he couldn't get them open and as it was during lockdown Mr Mason went and freed the windows himself. He had used oil-based paints and Mr Mason said there was a habitual problem of painting over the windows, but now good quality water-based paints are used, and they will not jam up in this way. Mr Mason said he had authority to make payments of less than £300 which was later increased to £500, director approval is required for anything above those amounts.

91. The tribunal notes from Mr Mason's own evidence that the implication was that the work had not been done well where the oil-based paints had been used and windows had been painted over and jammed. **Upon the evidence of Mr Mason and Ms Carter, the tribunal finds that the work was not done to a reasonable standard and reduce the amount reasonably allowable to £600**.

92. **Luke Guymer Electrical Services £165, 12th February 2020**. Ms Carter challenged this and said there was no proof of work occurring. Mr Mason gave evidence about this and how when a commercial unit had been let by the landlord to a butcher in autumn 2019, when they were undertaking work upon it, they caused a problem with the landlord's element of the fire detection system in those areas connected to the panel in the lobby of Ashley House. This triggered a fault. Mr Guymer was engaged to do the wiring in the new unit and knew how to stop this and Mr Mason engaged him to stabilise the system and fit and relocate an LED light. The tribunal accepts Mr Mason's evidence that this work was undertaken and accepts that it was done at a reasonable cost.

93. Ms Carter had challenged the costs of Smart Gardens and of the Fire Risk consultants, but the tribunal accepts Mr Mason's evidence that the contractor had sent photos and a video of them working upon the areas in relation to the Smart Gardens invoice, and that Mr Mason had met the fire risk assessor on site and was there for the duration of the assessment. The costs are determined by the tribunal as reasonable.

Service Charge year first of May 2020 – 30th of April 2021.

94. Jeremy Lees, Painter, 8th June 2020 £444. Ms Carter challenged this as she said that there was no invoice, and that the painter is known for painting windows shut. However, Ms Zanelli said that there was an invoice [1949]. The tribunal considered this and noted that it said that it was to include the Art Shop Windows and door, all ground floor windows and doors as instructed and doors in the cellar area. **It included work for the commercial shop windows and door and so on the face of it matters that were not part of the residential units were included and so the tribunal determines that £300 is payable as a service charge.**

95. **Griffiths and Daughters Scaffolding £1080 [876].** Ms Carter queried if this was a legitimate invoice, if the Respondent company was being overcharged and if the scaffolding was being shared with another building and hence that the costs were unreasonable. Mr Mason explained that, after obtaining three quotes, this scaffolding was erected to replace a down water pipe in the enclosed small courtyard outside of the laundry room which was very difficult to access. In fact, they passed the scaffolding through the window of commercial unit 3 which resulted in a considerable saving. Mr Mason said that when the scaffolding was up, they also used it to refurbish some of the rear windows but there was no extra scaffolding charge for this. Mr Mason said that this was not hired for a period of ten weeks, rather they got a price for the job. The tribunal finds that the price is reasonable, and the costs were reasonably incurred.

96. **Pembrokeshire Locks, £64.25 [invoice 1923].** Mr Mason explained that this was to supply five keys, and he took a deposit for them when a tenant wanted an additional key, which was returned when the key was given back to him. The tribunal notes that the invoice describes these as 'restricted keys' and finds the costs to be reasonable.

97. The tribunal was satisfied that there was an invoice for Smart Gardens £120, for cleaning out the roof and gutters and that the work was done and was reasonable. Mr Mason said that he was sent a video and photograph of the work.

98. **DW Plumbing and Heating 18th May 2020, £220.** Ms Carter challenged this and said that there was no invoice. Ms Zanelli demonstrated that there was an invoice [1953] and Mr Mason explained that the tenant of Flat 11 was a plumber. There was a difficulty in getting plumbers in lockdown and so the tenant investigated the strong smell coming from the bathroom area and the suspected blockage in the common areas of the sewage system. The owner of Flat 11, agreed to meet half the costs and so only £110 was recovered by the service charge. The tribunal accepts that this was reasonable.

99. Ms Carter accepted that the charges of Jacques Lewis for cleaning (and not for taking a photograph) were reasonable [880].

100. **Samuel Hutchinson, various invoices and dates between 4th July 2020 and 18th April 2021.[880-885].** Ms Carter raised a number of objections to the reasonableness of Mr Hutchinson's costs, detailed in the Scott Schedule, and in her witness statement dated 12th April 2023 [at 594-596]. She notes that Mr Hutchinson was employed as a handyman between 4th July 2020 and 3rd October 2021 and that he was submitting weekly e mails stating the number of hours that he has worked on site but without including a description

of the work undertaken. Ms Carter contends that the Respondent company has spent around £11,500 of leaseholder monies on weekly payments and supplies over a period of around 14 months with no records of the job description or work done. Ms Carter said that she cannot see a reflection of that amount of work done in the building and as this was largely during lockdown she did not know if he was there or not. She also said that he was ordering supplies from EBay and there was no record of him using such supplies at Ashley House.

101. Mr Mason described Mr Hutchinson as someone who did odd jobs but was experienced with sash windows. He started by refurbishing three sash windows and was then used on an ad hoc basis for other things. He mainly worked on the windows, but he also created a storage area in the main basement and put shelving up there and worked on down pipes and ceilings in flats 6 and 11 when there was moisture ingress. Ms Carter said that she had heard anecdotally from her rental agent querying the amount of work that Mr Hutchinson was undertaking.

102. Mrs Caroline Wallace, a Director of the Respondent and a permanent resident of Ashley House gave evidence and said that having Mr Hutchinson in the building was a 'god send', particularly during lock down when residents were stuck in their flats, and they could not get anyone to come out to do works. Mrs Wallace said that all the work that Mr Hutchinson did was agreed by a director, and that he worked on the staircase, on damp problems, painting the windows and fitting stops to them to make them safe.

103. The tribunal considered Mr Hutchinson's costs between 4th July 2020 and 18th April 2021, and between 15th May 2021 and the 3rd October 2021. The total labour charges over this 15-month period were £10,457.67. At £12 per hour this means that 871.5 hours labour, rounded, was claimed. Using a notional 35 hour working week this would mean that Mr Hutchinson claimed for 25 (rounded) working weeks. The tribunal noted that, for example, the invoice dated 4th July 2020, for 34 hours labour at £12 per hour, [1951] covers the period 30th June 2020 – 3rd July 2020, and the next invoice dated 15th July 2020, [1955] for 30 hours labour, covers 3rd July 2020-13th July 2020. Is 3rd July double counted? On the 15th July 2020, [1956] the invoice covers 15th July –18th July 2020, namely that Mr Hutchinson is invoicing three days in advance of unspecified work being done.

104. The tribunal finds overall that these labour costs for Mr Hutchinson seem disproportionately high for works of the standard observed by the tribunal on inspection and given the lack of detail in the invoices as to what Mr Hutchinson actually did. Mr Hutchinson worked for the equivalent of 25 weeks, which at £10,457.67 divided by 25 equates to over £418 per week, which for an occasional handyman, is a considerable sum. The tribunal, does not, on the evidence, consider that the decision-making process in using Mr Hutchinson extensively has led to a reasonable outcome, and that his costs as claimed, have been reasonably incurred. **The tribunal accepts that Mr Hutchinson did undertake some work but considers that reducing the labour costs of £10,457.67 by a third is appropriate. The tribunal accordingly finds that the reasonable costs of Sam Hutchinson's work to be recoverable as a service charge are £6,972.13, or a weekly**

equivalent of £278.89. Note that this sum includes work done in the next service charge year by Mr Hutchinson.

105. **Service Charge year first of May 2021 – 30th of April 2022. JL Cleaning - £100.** Ms Carter initially challenged this on the basis that there was no rolling programme for gutter cleaning and there was one invoice from this firm. Mr Mason explained that he had started with ATS for the guttering but experimented with this man, and he went into some of the hard to reach areas on the parapet gutters and his fee was more than reasonable. Mr Mason said that the contractor concluded that this was not a job for him, and he did not want to work up there. Mr Mason said that he himself had been up on a regular basis and described the amount of debris and stuff that the gulls carry up as being 'extraordinary'. Ms Carter on reflection accepted the £100 as reasonable but maintained her view that there should be a maintenance plan. Mr Mason noted that a formally structured maintenance plan would be expensive, and the tribunal has already considered and dealt with this issue.

106. **Zoom Conference Calling- £143.88.** Ms Carter had objected to this fee on the grounds that free conference calling was available, but it was previously agreed at a leaseholders meeting on the 18th November 2020 to pay for Zoom [635] and the tribunal agrees that this was reasonable and is recoverable under Paragraph 2 of the Fifth Schedule as contended by the Respondent.

107. **Haydn Adams, Painter, 28th April 2022, £8460.00.** These costs are also the subject of the second case, namely the application for dispensation which shall be considered later. However, the tribunal heard evidence and representations on the reasonableness of the costs. Ms Carter argued that the workmanship was poor and referred to photographic evidence she had supplied. She said that the woodwork had not been sanded down properly first and it was not a great job. Ms Carter also referred to quotations for the work that she had supplied during the section 20 consultation process that were cheaper and were not considered. Mr Chris Titterton is a Director of the Respondent Management Company and provided a statement dated 26th June 2023 [953-960]. Mr Titterton had intended to give evidence by video link but since he was abroad at the time of the hearing, it was not possible for him to do so. Mr Titterton was involved in the consultation exercise to arrange for the re-decoration of the common areas and for the re-carpeting of the common areas. Mr Titterton's statement records that he did try to contact Ms Carter's nominated contractors, and he explained the reasons for not going with them [956, paragraph 21]. Ms Zanelli referred to the e mail from Mr Mason to Ms Carter of 17th January 2022 [1001] and the attached table [1002] that detailed a number of contractors approached and their prices for redecoration of communal areas and the back stairs (and re- carpeting). Ms Zanelli said that the 2004 Regulations do not require the Respondent to contact all contractors who have been put forward and it is clear that the Respondent had gone to market.

108. The tribunal had the benefit of inspecting the areas of work undertaken and agree with Ms Carter that the re-decoration work was not of good quality throughout. Mr Adams quotation included materials [1003] but the labour costs were £7420 including VAT. **The tribunal determines that the standard of workmanship was such that a 20%**

reduction on the labour costs is appropriate and so determine that the reasonable costs to the service charge is £4946.64 plus vat, namely £5935.97. (£7420less vat is £6183.33. 20% of £6183.33 is £4946.64.

109. **Gregory Jones, Home Choose Carpets, 20th May 2022, £7450, [897].** Ms Carter challenged this on the basis that she had sourced a cheaper quote from ZD Carpets for |£5982, but this firm was not used as they had required a substantial deposit (the parties were at variance as to whether this was £5,000 or £3,000). Further Ms Carter drew the tribunal's attention to an apparent anomaly in the evidence in that, at page 21 of the second case's bundle, there was an invoice number 803 from ZD Carpets to Mr Titterton (Chris) dated 1st December 2021 for £6782, whereas on page 60 of that same bundle there is an invoice of the same number and same date to Chris from ZD Carpets for £6528. Ms Carter had initially suggested that the real invoice was that at page 60 and that the one at page 21 had the VAT taken out and had been doctored to make a higher price. Ms Carter then made it clear that she was not accusing anyone of tampering with any invoices. The tribunal was not able to resolve the factual matter of the two different amounts on the invoices, but we do not infer any dishonesty by any party. **However, the tribunal finds that the amount paid to Gregory Jones, and the reasons for it, articulated in Mr Titterton's witness statement, are reasonable.**

110. **Graham H Evans. Management Fees [899/900].** This firm were appointed as managing agents of Ashley House in July 2022 and took over the management from Mr Mason on 1st September 2022. The sole principal of the firm is Mr Charles Hopkinson, Chartered Surveyor and he provided a witness statement to the tribunal dated 13th June 2023 [941-946] and gave evidence in person. He explained that he applies a fixed fee to all blocks that he manages, namely £250 per unit and that since there are sixteen units in total at Ashley House including the commercial units, his management fee each year is £4,000 (for the 13 flats this would be £3250) Mr Hopkinson said that he also reserves the right to charge for any out of hours services. Ms Carter challenged the reasonableness of this fee and repeated her arguments about a lack of planned maintenance programme, about her alternative quotes for things, particularly relating to Cardiff Lifts, being ignored. Mr Hopkinson explained that his hands are tied with the amount of work that he can do as he is constrained by the funds in the account.

111. Mr Hopkinson refuted that he had done a bad job as alleged by Ms Carter, and repeated that if works are required to the building, that he can only engage contractors when there is sufficient money to do so in the account. Mr Hopkinson said that there were currently two section 20 consultation exercises underway, one in relation to the erection of scaffolding, redecoration and inspection of the walls when the scaffolding is up to see if there is any loose or defective render that requires repair. The second is for the erection of scaffolding, the changing of rainwater goods and decoration at the rear of the building. Mr Hopkinson said that there are planned works for the building, but these are dependent on finance. Mr Hopkinson refuted a suggestion from Ms Carter that he had said something about 'sticking some tape on it' as a solution to water coming down the walls from a drainpipe, saying that no Chartered Surveyor would say such a thing.

112. The tribunal determines that the management fees of Graham H Evans are reasonable and reasonably incurred under paragraph 2 to the Fifth Schedule.

113. **NFU Insurance £2023.48 [900].** Ms Carter challenged the reasonableness of this sum and said that it was worth exploring other quotes but there was no interest in doing so. Mr Hopkinson said that the directors of the Respondent instructed him to renew the insurance as they were happy with it, and he therefore did so. Mr Hopkinson also said that from his experience, NFU have paid out for every claim made. The Tribunal is satisfied that this fee is reasonable and was reasonably incurred and is recoverable in accordance with paragraphs 11 and 12 to the Fifth Schedule.

114. **Cardiff Lifts Maintenance Contract £472. [901].** The tribunal refers to its earlier findings on Cardiff Lifts. However, when challenging this item, Ms Carter again said that she had found cheaper quotes, and these were not being looked at. Ms Carter then alleged that there was fraudulent conduct on the part of various individuals with Cardiff Lifts. The tribunal reminded her of the seriousness of this allegation and asked for any evidence in support and after due consideration Ms Carter withdrew any allegations of fraud. Mr Hopkinson's evidence was that Cardiff Lifts provide a good service with a local engineer, they are a reputable company, and all invoices are genuine. Mr Hopkinson also said that any concerns about the lift are channelled through him or Mrs Wallace, who is a permanent resident. It is important that the managing agent and the lift company know who is authorised to call them, particularly since out of hours costs are more expensive and if all residents were able to call them then they would not know when they were called. This information was in response to Ms Carter's complaints that because of GDPR she had been told that she could not deal with Cardiff Lifts. The tribunal finds that the costs are reasonable.

115. **Peter Brace, electrical contractor, £881.06.** Ms Carter challenged this and argued that there was no invoice number, and the work could have been done for £300 less. The handwritten invoice was at [2118] and it did set out what had been done. Mr Hopkinson confirmed that, although undated, he felt that this would have been done on or around the week including the 15th November 2022 and was for the replacement of emergency lighting and emergency repairs in the wash area. The previous emergency light was in a dangerous state. The tribunal determines that this work was done. Although the invoice is undated, it gives a detailed description of the work done and Mr Hopkinson's evidence confirmed this. The tribunal finds that the costs were reasonably incurred and are reasonable in amount.

Miscellaneous issues.

116. **Electricity Costs.** One matter that arose during the hearing was the question of the electricity agreement since it emerged during the evidence of Mr Mason that the Respondent had taken out a three-year contract in 2020 or 2021 which resulted in lower rates compared to more recent electricity prices and therefore a substantial saving to leaseholders over three years. The tribunal noted that this was potentially a QLTA, however Ms Zanelli noted that the heat and lighting electricity costs for 2021 were £1081 [1111], and since Ms Carter's apportioned share of the expenditure was 6.5% her costs

would be £70.27 and therefore under the £100 threshold. Likewise, for the year ending April 2022 [1117] heat and lighting costs were £1114 and Ms Carter's liability was £72.41, and Ms Zanelli observed that although the agreement was for more than 12 months, Ms Carter was not being asked to pay more than £100. The tribunal accepts this argument and that there was no duty to consult as a result.

117. The tribunal also heard evidence on whether the service charge demands complied with the statutory requirements and noted that although initially Birt and Co had served some demands that did not comply with section 21B in that the notice to accompany the service charge demands was not served in Welsh as well as English, this defect was subsequently cured. The demands otherwise met the statutory tests.

Section 20ZA Application for dispensation from consultation requirements under section 20 of the Landlord and Tenant Act 1985, Case two LVT/0010/06/23-internal flooring and decoration works.

118. Ms Zanelli said that the Respondent was not convinced that an application was necessary but one was made out of an abundance of caution and is an application to dispense with some of the consultation requirements. The qualifying works were those approved by a formal meeting of leaseholders on 3rd November 2021 that the internal common parts of Ashley House needed redecorating. A notice of intention was sent to all leaseholders on 11th November 2021 inviting leaseholders to make any observations and nominate contractors by 11th December 2021, 30 days after the notices were issued. The Respondent contends that the notice complied with the requirements of the Service Charges (Consultation Requirements) (Wales) Regulations 2004 ("the regulations".

119. Following this notice, Mr Mason had many directors' meetings and communicated with leaseholders about the extent of the proposed works. On 14th January 2022, stage two notices were sent to all leaseholders with statements of estimates. Ms Zanelli concedes that although quotes had been obtained from a variety of contractors, including those nominated by leaseholders, the notice only included one contractor per job and Ms Zanelli accepted that the failure to include quotations from other contractors so that there were at least two contractors quotes per job, was in breach of the consultation requirements. Ms Zanelli described the stage two notice as technically ticking the box as it included details of two contractors, but the first one was the one who was to undertake the painting, and the second one was the one to supply and fit the carpets. The application was to dispense with the notice of the stage two estimates on the basis that it did not have two contractors per task. The Respondent contends that all other steps were carried out correctly.

120. Ms Zanelli submitted that, in accordance with the established principles in **Daejan Investments Ltd v Benson and others [2013] UKSC 14**, it is a minor breach which has not interfered with the section 19 rights that lessees have, and the protection of which is the purpose of consultation. Dispensation should be granted, and it is for the Applicant to show that she has suffered prejudice as a result of the failure to follow the regulations. It is only if Ms Carter can demonstrate that she has been caused prejudice, that dispensation from the regulations can be considered on terms or unconditionally. Ms Zanelli urged that dispensation should be granted unconditionally. She said that if the Respondent had

included two contractors per job on the stage two notice, then what difference would that have made to Ms Carter?

121. Ms Carter relied on her statement dated 1st September 2023 and prepared for this second case, pages 1-3 of the second case bundle. Ms Carter argued that she and the leaseholders had been financially prejudiced since the cheaper quotations that she had supplied had not been taken up. She cited Collingwood v Carillon House Eastbourne Limited [2021] UKUT 246 (LC) which she said confirmed that it is necessary to comply strictly with the consultation process ahead of the appointment of a contractor for major works and in default the leaseholder's contribution would be capped at £250.

REASONS FOR DECISION

122. The tribunal grants dispensation from the consultation requirements. The Upper Tribunal, Judge Elizabeth Cooke, in Collingwood v Carillon House did say that the consultation requirements are strict and sequential, at paragraph 31, but this was in the context of observing that the consultation requirements had not been complied with and that the First Tier Tribunal had found that there was no breach of the consultation requirements which it could not rationally have done on the evidence before it, and did so because it felt that the failings were minor (paragraph 33). That case is distinguishable from the present case where it is accepted that there has been a breach of the regulations at stage two.

123. The leading case remains Daejan v Benson and the tribunal accepts that Ms Zanelli correctly set out the legal position. The tribunal find that thsere was no prejudice caused to Ms Carter by the failure to comply with the stage two notice. This is because the leaseholders including Ms Carter, were sent details of various quotes obtained, by e mail from Mr Mason on 17th January 2022 and had been sent a spreadsheet of alternative quotes prepared by Chris Titterton. There had been various directors' meetings and communications with leaseholders as set out in Mr Titterton's statement [954-960] and it was made clear that copies of quotations would be sent on request. The tribunal is satisfied that, had the consultation requirements been complied with at stage two, with the supply of more than one quotation for each job, then the outcome would have been the same as the eventual outcome and thus that there was no prejudice caused to the Applicant Ms Carter.

Section 20ZA Application for dispensation from consultation requirements under section 20 of the Landlord and Tenant Act 1985, Case Three LVT/0015/08/23-water ingress.

124. The Respondent sought dispensation from the consultation regulations in relation to qualifying works undertaken to part of the roof and chimney at Ashley House in 2019 following Birt and Co becoming aware of water ingress into top floor Flat 15 in December 2018. This application was heard on 25th October 2023 and directions had been given to prepare for this hearing. The tribunal had before it a 276-page PDF bundle and documents in this bundle will be referred to as the consultation bundle or 'CB'. A statement in support

of the application was submitted by Christopher Titterton dated 4th August 2023 [CB 13-17] explaining that after Mr Birt and Mr Bridges of Birt and Co had inspected the roof space above apartments 15 and 16 there were holes in the roof owing to missing and broken tiles. It was clear to them that scaffolding would be needed to facilitate the emergency repair work and that a cherry picker would not be sufficient to reach the parts of the roof that needed repair.

125. Mr Titterton's statement described how he had liaised with the leaseholders via WhatsApp and in person conversations and after liaising with the majority of the leaseholders the general consensus was to erect the scaffolding to undertake emergency roof repairs to the gable end where there was a damp problem. [Paragraph 11 of Mr Titterton's statement CB 14]. Mr Titterton's statement describes obtaining estimates of the scaffolding costs from Griffiths and Daughters and Pembrokeshire Scaffolding and that he directed Mr Bridges to instruct Griffiths and Daughters as they were cheaper. He also said that Mr Bridges contacted several contractors to provide quotes for the repair of the roof.

126. Ms Zanelli relied upon Daejan v Benson and asserted that there had been no prejudice caused to Ms Carter. She said that Birt and Co had sent out a stage one notice dated 25th January 2019 [CB 111-112] but did not deal with Stage two, the statement of estimates. She said that reference to Flat 16 was a typographical error. That two scaffolders had been approached and that although Pembrokeshire Scaffolding was slightly cheaper, the overrun costs were higher. Ms Zanelli said that once the two quotes had come in the notice of 25th January 2019 ticked the boxes needed, explaining the intentions to undertake work and why, inviting observations, giving the date when those were to be received and inviting the nomination of contractors.

127. Ms Zanelli said that given the situation with water ingress into the flat of an elderly lady the decision was taken to get the scaffolding up and to get on with the works. Ms Zanelli referred to Mr Titterton's statement and evidence about obtaining quotes from three firms for the roofing work. Ms Zanelli said that the Respondent had not complied with the regulations for Stage Two, although Stage Two requires quotes from two contractors and the Respondent had obtained three for the works and appointed Seasons Roofing who were the cheapest contractors. Ms Zanelli suggested that if they had consulted for the works at stage two then the scaffolding would have been up for longer and cost the lessees more but she submitted that the outcome would have been the same as if a stage three notice had been sent and they would have gone with Griffiths and Daughters for the scaffolding and Seasons roofing for the roof works.

128. Ms Zanelli said that Ms Carter was seeking to argue on the reasonableness of the costs and that as per Daejan v Benson, if an application is more likely than not to get dispensation, then the issue will be whether the dispensation will be conditional and granted on terms or not. Ms Zanelli submitted that if Ms Carter can demonstrate that she has been caused prejudice by the failure to consult and whether the outcome would have been different then any dispensation could be conditional. Ms Zanelli submitted that Ms Carter had failed to demonstrate any prejudice and that the outcome would have been any different had the consultation process been followed. Ms Zanelli noted that Ms Carter

was arguing that she had been caused financial prejudice by what she saw as the deficiencies in Birt and Co's management, however this case is between AHTML and Ms Carter, not Ms Carter and Birt and Co and any allegations of mismanagement are irrelevant for the dispensation exercise. She said that Ms Carter had failed to advance any credible case on prejudice and was seeking to re-run section 27A service charge arguments on reasonableness.

129. Ms Carter prepared a statement and submissions dated 9th October 2023 [CB 99-107] in which she noted that there is no Flat 16 and references to this were in error and it should have referred only to water ingress at Flat 15. She said that this reference to Flat 16 led her to question "the authenticity and transparency of the ... application as well as Mr Titterton's witness statement..". Ms Carter's statement also referred to the financial prejudice that she believed that she, and all leaseholders, had suffered as she felt that the scaffolding had been up for 22 weeks and should have been up for 11 weeks.

130. In her submissions Ms Carter said that she was not in dispute with the emergency works but was disputing the length of time that the scaffolding was up for. She also complained about other matters including the cost of the Wesley Road survey. Ms Carter did say that her concerns about the scaffolding might be falling into reasonableness arguments, but she felt that the financial prejudice was that nothing was done until the roofing work was done in May and the scaffolding had been up for some time before then.

131. The tribunal dealt with the reasonableness of Griffiths and Daughter costs in the section above relating to the service charge year ending 30th April 2019 and is only concerned here with the application for dispensation from the consultation requirements. Ms Carter's arguments in her written statement /submission and her oral submissions were, as Ms Zanelli contended, primarily concerned with the reasonableness of the costs incurred and Ms Carter sought to introduce new arguments about that. The tribunal disregarded those so far as they related to reasonableness of the costs since we had already heard argument about that in the first case.

132. Ms Carter similarly sought to rely on Collingwood v Carillon House, but as for the earlier application for dispensation, Ms Carter had misunderstood what Collingwood said, and it was not of direct relevance or assistance to the tribunal on this application. Applying Daejan v Benson, the tribunal agrees with Ms Zanelli, that Ms Carter has not demonstrated prejudice to her and the leaseholders, and the tribunal is satisfied that had the consultation notices and procedures been followed, that the Respondent would have taken the same course of action and engaged the same contractors. The tribunal is unable to find, on the evidence, that there has been prejudice to Ms Carter as she argues, and so the application to dispense with following the consultation requirements is granted unconditionally.

Closing remarks and costs.

133. The tribunal thanks Ms Zanelli and Ms Carter for the assistance given to it throughout this matter and in dealing with the large amount of documentary evidence.

134. The tribunal has no doubt that Ms Carter was motivated in bringing this case, to obtain what she considered to be better value for money for leaseholders and to improve, as she saw it, the management of Ashley House for the common good. It is clear that she is a woman of principle who has continued to bring the case despite effectively standing alone, and, on her account, coming under pressure to discontinue. There is much to admire in the way that Ms Carter has spent a very great deal of her time over the last few years in marshalling her case, putting her arguments and preparing documents in accordance with the directions, particularly as she is a lay person and not a lawyer. She behaved with courtesy and good humour during a very lengthy and testing hearing. However, there have been occasions when Ms Carter has run vexatious and entirely unmeritorious arguments, for example, when repeatedly refusing to believe that work has been done at Ashley House, even where there is an invoice and evidence from witnesses that it has been done, and she has at times, made unworthy and baseless allegations of professional misconduct about Ms Zanelli and serious and entirely unfounded allegations of fraud against others, albeit that she ultimately withdrew them.

135. In ordinary circumstances, even though this is a tribunal and not the County Court, where Ms Carter has in effect failed in almost every part of her application and objections, there would be likely costs consequences under the lease. Ms Zanelli made it clear that there was no application for costs save for the excess on the directors' insurance policy under which her firm's costs were being met. In an e mail to the tribunal on 26th October 2023, Ms Zanelli confirmed that the excess was £500.00. The tribunal does not make any order under section 20C of the Act and does not find that it is appropriate to do so given the tribunal's overall findings. Under Paragraph 10 of Schedule 12 to the Commonhold and Leasehold Reform Act 2002, the tribunal may determine that a party to proceedings shall pay the costs incurred by another party in connection with the proceedings where she has in the opinion of the tribunal, acted frivolously, vexatiously, abusively, disruptively or otherwise unreasonably in connection with the proceedings (Paragraph 10 (2)(a)). The tribunal finds that Ms Carter's repeated refusal to accept that work had been done, even in many instances where there was an invoice, as well as the unfounded serious allegations of misconduct and fraud, were certainly unreasonable, frivolous and vexatious and resulted in considerable extra work for the Respondent and its solicitors as well as increasing the hearing time. Ms Carter made many reasonable points throughout the case, but making a plethora of entirely unfounded allegations requiring a response was unreasonable. This is distinguishable from, for example, the many occasions where Ms Carter argued that the consultation requirements had been breached owing to a misunderstanding of the legal position.

136. The tribunal may not, under paragraph 10 (3)(a) of Schedule 12, order a sum in excess of £500, but is satisfied that Ms Carter should pay £500 and that must be paid to the Respondent within 28 days of the date of this decision.

137. Many service charge cases that come before this tribunal have communication, or lack of it, at the root of disagreements. It is clear to the tribunal that all involved in this case wish the best for Ashley House, a Grade Two listed building with many maintenance challenges. The tribunal can only recommend that the Respondent company and Ms

Carter work as co-operatively and collaboratively as possible in future for the common good.

DATED this 6th day of June 2024

Tribunal Judge Richard Payne