

Y TRIBIWNLYS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL
LEASEHOLD VALUATION TRIBUNAL

Reference: LVT/0037/09/24

In the Matter of 47 The Woodlands, Cuffern, Pembrokeshire, SA62 6HB

In the matter of an Application under Section 27A and Section 19 of the Landlord and Tenant Act 1985.

Applicants: Megan Claire Allison
Barbara Jayne Morgan
Carol Anne Miles

Represented by Richard Mynott

Respondent: Multispan (Cardiff) Ltd, Rumney Court Company Limited
Directors Ms Lindsey Conn, and Mr Nick Mabbitt

Represented at the Hearing by Mr Darren Lewis

Tribunal: Tribunal Judge T Lloyd
Hefin Lewis FRICS (Surveyor Member)
Dean Morris (Lay Member)

DECISION OF THE TRIBUNAL

The Tribunal find as per the attached spread sheet that the reasonable service charges including Warden Charges to be as follows:

- For the service charge year 2021/2022 - £49,948.25;
- For the service charge year 2022/2023 - £52,267.25;
- For the service charge year 2023/2024 - £51,973.47.

As a consequence of our findings in respect of this application that relates only to 47 The Woodlands:

- For the service charge year 2021/2022 there is an overpayment of £78.13;
- For the service charge year 2022/2023 there is an overpayment of £58.55;
- For the service charge year 2023/2024 there is an overpayment of £49.27.

REASONS FOR THE DECISION

Background

1. The Woodlands is an approximately 6.2 acre site of which around 2 acres is woodland. On the site there are 54 chalets which were originally sold by the late Mr and Mrs Worrell who developed the site and were the mother and stepfather of by now the directors of the Respondent company Mr. Nick Mabbitt and Ms. Lindsay Conn.
2. The application is made by the joint owners of number 47 Woodlands Park who seek determination as to the payability and reasonableness of service charges for the year 2021/ 2022; 2022/2023 and 2023/2024.
3. A site inspection was undertaken on the 15th of April 2025 attended by Mr. Hefin Lewis FRICS (surveyor member) and Mr Dean Morris (Lay member). Neither party nor their representatives were in attendance. Mr. Mabbitt was present on site attending to his general duties but did not take part in the inspection.
4. The inspection panel found that the site was generally in a satisfactory state of repair. Maintenance appeared to be adequate and consistent with the age, style and size of a development of this nature with no significant areas of disrepair or neglect. Further, by reference to photographic evidence available to the panel following an earlier inspection carried out in August 2022, there was no evidence of significant deterioration in the site or its general appearance.
5. The approach estate road and parking areas are clean and in good condition. Concrete footpaths providing individual chalet access are becoming worn in places with localised cracking. These will require attention in the short to medium term.
6. Warden services appear to be in evidence whereby waste collection services was properly managed and surrounding areas kept clean. There was no evidence of abuse of the site from abandoned waste or personal possessions.

HEARING

7. We were provided with a 633 page electronic hearing bundle. All references to pages in bundle will be as follows [p.] A Virtual Hearing was undertaken on the 21st of May 2025. Following the Hearing the Panel convened to consider all the written and oral evidence.

8. As a consequence of the Panel's deliberations, it determined that at that stage it did not have sufficient evidence to come to a final decision. As a consequence, an additional Directions Order was made seeking submissions on the following matters;
 - a.) What constituted the services attributable to the labour charge as per the provisions of the lease and the variation (excluding any charge attributable to Warden Services). This information to be filed and served by the 30th June 2025 in electronic format by a jointly agreed Scott schedule detailing what has been agreed.
 - b.) In respect of any disagreement both Applicant and Respondent were to file and serve in electronic format their own Scott Schedules detailing the matters not agreed and including the reasons behind their respective stances in relation to the same.
9. The Applicants filed and served a Scott schedule with numbered items 1 to 38 being specific items where they agreed with the Respondent as to the same constituting labour and administrative duties covered under the service charge. Items 39- 72 are matters where the Applicants do not agree with the Respondent that the same are labour or administrative duties under the service charge.
10. The Respondents filed and served a document part in Scott Schedule and in part by way of a list of services suggested.
11. As a Tribunal we have considered all the evidence both oral and written filed and served prior to the virtual hearing and also all the material filed and served thereafter following the additional directions.
12. We are aware of the fact that an earlier decision has been handed down that relates to the issue of service charges in this matter under reference LVT/0035/12/21. As that is not an Upper Tribunal decision we are not bound by the conclusions, but of course will be mindful of the content of the same.

The Lease

13. The relevant documents for our purposes is a copy of a Deed of Variation dated 24th September 1985 [p110-118] setting out how the service charge is to operate in the following terms:

“to pay to the landlord without any deduction by way of additional rent a proportioned part of the expenses and outgoings incurred by the landlord (“the service charge”) as here enough to calculate it in making repairing rebuilding and maintaining and cleansing the common parts of the woodland estate including drains, cesspools pipes, sewer roads, pathways, pavements

fences, water causes other conveniences and also cultivating plants mowing and maintaining the grass area and in endeavouring to maintain and maintain the services of a site warden (including the cost of providing accommodation for the said Warden) and work men to repair and maintain the Estate

PROVIDED THAT:

- (i) *The amount of the service charge shall be ascertained subject as hereinafter provided and certified by a Certificate (hereinafter called "the Certificate") signed by the Landlord's Auditors Accountants or Surveyors (at the discretion of the Landlord) acting as experts and not as arbitrators half yearly or at such other periods as the Landlord may in its discretion from time to time determine*
- (ii) *A copy of the certificate shall be supplied by the Landlord to the Tenant on written request and without charge*
- (iii) *The certificate shall contain a summary of the Landlord's said expenses and outgoings incurred by the Landlord together with a summary of the relevant details and figures forming the basis of the service charge and the certificate shall be conclusive evidence for the purposes hereof and the matters which it purports to certify*
- (iv) *The proportionate part of the service charge payable by the Tenant shall be calculated by dividing the aggregate of the said expenses and outgoings incurred by the Landlord by the number of Units erected on the estate as at the date of the half- yearly or other calculations as aforesaid (but excluding any Unit for the time being occupied by any Site Warden)*
- (v) *The expression "the expenses and outgoings incurred by the Landlord" as hereinafter used shall be deemed to include not only those expenses outgoings and other expenditure hereinbefore described which shall be naturally disbursed incurred or made by the Landlord during the period in question but also such reasonable part of all such expenses outgoings and other expenditure hereinafter described which are of a periodically recurring nature whether occurring by irregular or regular periods whenever disbursed incurred or made and including sum or sums of money by way of reasonable provision for anticipated expenditure in respect whereof as the Landlord or its Accountants or Surveyors as the case may be in their discretion allocate to the year in question as being fair and reasonable in the circumstances.*
- (vi) *As soon as practical after the signature of the certificates the Landlord shall furnish the Tenant or his representative with an account of the service charge payable by the Tenant for the period in question and upon delivery of such account the Tenant shall pay to the Landlord the amount of the service charge as aforesaid forthwith*
- (vii) *In the event of the Tenant being dissatisfied with the amount of the service charge (as being fair and reasonable in the circumstances) ascertained by the certificate then the Tenant shall have the right in*

accordance with the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force for the certificate to be referred to a single arbitrator to be chosen by the parties respective surveyors or in default of agreement to be chosen by the President for the time being of the Royal Institution of Chartered Surveyors and the decision of that arbitrator so appointed shall be final and binding on all parties”.

The Deed of Variation also substituted the previous Landlord’s covenants at clause 3 (ii) of the Lease with the following:

“The Landlord hereby covenants to use its best endeavours to make repair re-build maintain and cleanse the common parts of The Woodlands estate including drains cesspools pipes sewers roads pathways pavements fences watercourses and other conveniences and also to cultivate the plants mow and maintain the grassed area and to maintain the services of a Site Warden and workmen to supervise and maintain the estate subject to contributions by the Tenant to the cost thereof as hereinbefore provided”.

14. It is clear that Ms Conn and Mr Mabbitt have not, despite the findings of the earlier tribunal hearing, kept any more detailed account of the work they undertake in real terms. We do however have the benefit of the detailed Scott Schedules and comments in respect of which the Tribunal is grateful. There is no doubt Mr Mabbitt and Ms Conn undertake a large number of tasks and if these matters were placed into hands of private contractors the service charges would be far greater. Having considered all the written and oral evidence we find, as a fact, that the Warden costs applicable to dealing with the common parts make up 25 % of the service charge for each year in dispute.
15. We have also, drawing from our experience, determined (where there was dispute between the parties) the appropriate number of hours worked in relation to the agreed and not agreed items of labour also, the appropriate number of weeks / months such tasks involve. In addition, again drawing from our experience, we have determined the hourly rate for labour at £15 and for administration at £18. Our findings are detailed in the attached spread sheet with commentary (where applicable) with a summary of totals at the end for the three years in question. For the sake of consistency the numbers in paragraph 1 of the attached summary relate to the items detailed in the Applicants’ Scott Schedule which in turn also relate to the Respondents comments.
16. Accordingly, the Tribunal find as per the attached spread sheet that the reasonable service charges including Warden Charges to be as follows:
 - For the service charge year 2021/2022 - £49,948.25;
 - For the service charge year 2022/2023 - £52,267.25;
 - For the service charge year 2023/2024 - £51,973.47.

17. As a consequence of our findings in respect of this application that relates only to 47 The Woodlands, we find:

- For the service charge year 2021/2022 there is an overpayment of £78.13;
- For the service charge year 2022/2023 there is an overpayment of £58.55;
- For the service charge year 2023/2024 there is an overpayment of £49.27.

18. We as a panel also would comment that had the Respondents kept an accurate record of time spent undertaking the various labour and warden activities the task of determining service charges would be far easier and could even have dispensed with the need for an application.

DATED this 13 day of August 2025

Tribunal Judge
T Lloyd

